



# Agenda

## City Council Regular Session

Monday, February 24, 2025 - 7:00 PM  
Council Chambers

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- I. Call to Order**
- II. Invocation and Pledge of Allegiance**
  - A. Council Member Jeff Watt
- III. Roll Call**
- IV. Employee Recognition**
- V. Proclamations**
- VI. Approve Minutes and Summaries**
  - A. Study Session Summary of November 18, 2024
  - B. Study Session Summary of December 2, 2024
- VII. Meeting Schedule**
- VIII. Consent Agenda**
  - A. Motion to authorize a blanket purchase order for sending biosolids to the Courtney Ridge Landfill in an amount not to exceed \$225,000.00
  - B. Motion to approve the purchase of replacement bunker gear from Conrad Fire Equipment, Inc. in an amount not to exceed \$53,763.05
  - C. Resolution approving a temporary event liquor license for the Knights of Columbus fish fry events at St. James Church on March 14, March 28 and April 11, 2025
  - D. Board/Commission Appointment
    - 1. Liberty Arts Commission
      - a. Appoint Christian Vedder to a term expiring 5/15/2026
  - E. Regular Session Minutes of January 13, 2025
  - F. Regular Session Minutes of January 27, 2025
- IX. Public Hearings**
  - A. Ordinance Amending Chapter 30, "Unified Development Ordinance", of the Code of the City of Liberty, Clay County, Missouri (P&Z Case 25-07A) {**postpone to March 10, 2025**}
- X. Ordinances, Contracts and Resolutions**
  - A. Ordinance acknowledging vendor payments for the period of January 31, 2025 to February 14, 2025

- B. Resolution approving an amended final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in Liberty, Clay County, Missouri (P&Z Case 25-04FDP-A) **{to be further postponed to March 10, 2025}**
- C. Ordinance approving a beverage agreement with Heartland Coca-Cola Beverage Company for purchase of product for the Capitol Federal Sports Complex and the Liberty Community Center in an amount not to exceed \$70,000.00 **(Second Reading)**
- D. Ordinance approving a contract for services with Kitch's Lawncare for FY2025 mowing services at Fairview, New Hope and Mount Memorial Cemeteries for a minimum of 22 mows and in an amount not to exceed \$65,000.00
- E. Ordinance approving a maintenance management and fleet rental agreement with Enterprise Fleet Management for four vehicles in an amount not to exceed \$46,070.76
- F. Ordinance approving an agreement with Zoll Medical Corporation for the purchase of cardiac monitors and defibrillators with ALS/BLS Software Solutions Master Software from Zoll Medical Corporation in an amount not to exceed \$484,240.50
- G. Resolution to declare the official intent of the City of Liberty, Missouri to finance the cost of acquiring certain equipment and vehicles using tax exempt debt financing.
- H. Resolution accepting the sanitary sewer improvements for the Prominence Phase I and Phase II sanitary sewer extension

**XI. Other Business**

**XII. Citizens' Participation**

**XIII. Miscellaneous Matters from City Administrator**

**XIV. Miscellaneous Matters from Mayor and City Council**

**XV. Adjournment**

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

## **City Council Meeting**

### **Study Session Summary**

November 18, 2024

#### **I. CALL TO ORDER**

A study session meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on November 18, 2024 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

#### **II. ATTENDANCE**

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

Council Members Absent: None

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

Public Present: None

#### **III. TOPICS OF DISCUSSION**

##### **A. Parks Budget**

###### **Liberty Parks and Recreation Goals for 2025**

- Implementation of "Imagine Liberty 2032" Parks & Rec Master Plan strategic goals
- Staff plans to host a meeting with the Bennett Park neighborhood to align the future park development and take a deep dive into new programs, alternate space and/or revenue opportunities.

###### **Current Funding Sources for FY2025 Budget**

- 2001 Park Sales Tax
- Property Tax
- Program & Membership fees
- Grants & Sponsorships
- LPR Foundation support
- General Fund Support

#### 2001 Park Sales Tax

- “Pay as You Go Funding”
- Supports both department operations, capital and debt service payments

#### ¼-Cent PARKS SALES TAX

- 2023 = Final \$1,704,832
- 2024 = Budget \$1,709,220
- 2024 = Forecast \$1,691,310
- 2025 = Budget \$1,723,250

#### 2025 Where Do My Taxes Go

- Parks Property Tax (No Support to the Community Center or Sports Complex)
  - Real Estate, Personal, Railroad and Utility Surtax supports Park Maintenance Salaries, Benefits and general park maintenance.
  - Total Revenue Property Tax = \$1,142,658
  - Total Expense Park Maintenance = \$1,352,661
- Park Sales Tax
  - ¼ cent Park Sales Tax
  - Supports operations = Park maintenance, Community Center, Sports Complex and debt service.
  - 2025 Projected Revenue \$1,774,099
  - Amount available after operations and debt service \$189,432

#### Overall Budget Impacts

- Revenue Neutral Property Tax, railroad & utility, surtax (-\$5,345)
- Sales Tax Projection is flat
- Challenges with balancing (cut building maintenance and raised fees)
- Staffing, Benefit changes for full-time employees (same as GF)

#### Parks Maintenance

- GF transfer of \$300,000.00 to Park Operations for trail, playground and sprayground maintenance

#### Community Center:

- GF support for memberships, \$90,000
- Projects within Operations Budget
  - Continue installing badge readers
  - Sauna structure replacement
  - Concrete replacement around the bike rack
  - Purchase of a floor cleaning machine for the meeting rooms
- Program changes with the Operations Budget
  - Summer membership option added
  - Increase to theater rental rates and meeting room rates
  - Market basketball court rentals during non-peak hours
- Community Events
  - Poolside Palooza and Splash Bash were the most attended in 2024. Staff will continue with Summer Kickoff events and Summer Wrap-up events for 2025
  - Continue with the “Learn to Play” events



- Continue with events for dog owners. Engaging a demographic who may not attend our other events.

**Sports Complex / Programs:**

- Fee increases to all Youth and Adult Sports Programs (first time since 2018)
- New Programs added
  - Sports Specific Camps added
  - Youth Competitive Softball Leagues
  - Youth Summer Basketball (if) LPS gym space is available
- Continue to work on parking solutions at the Sports Complex with increasing league and tournament play.
- Project included in the Operations Budget
  - New fence construction surrounding the equipment lot.

**FY2025 Capital Projects / Equipment**

- Skid Steer for Sports Complex \$56,000
- Security Cameras at Sports Complex \$30,000
- 3 new vehicles for Parks (Enterprise Leasing) \$30,000
- Community Center Roof repairs \$125,000
- Homestead Trail to Westboro Trail Design \$60,000
- Staff will evaluate operation budget mid-year with possibility of additional projects
- Total \$301,000

**FY2025 Projects with Operations**

- Westboro playground surface \$3,000 (\$40,000 grant)
- Westboro playground inclusive amenity \$10,000
- City Park playground surface install \$15,000
- Ruth Moore Basketball Court resurface, fencing \$20,000
- Westboro pickleball court sidewalks \$15,000
- Sports Complex trail overlay \$42,000
- Ruth Moore Restroom replacement \$125,000
- Wilshire Bridge \$70,000

**2024 Economic Impact – Sports Complex**

KC Sports Baseball Tournaments only at Capitol Federal Sports Complex

| 2024       | Teams | Attendance | Retail Spending | Hotel Nights | Hotel Revenue |  | Total        |
|------------|-------|------------|-----------------|--------------|---------------|--|--------------|
| Attendance | 1375  | 132,825    | \$11,422,950    | 397          | \$65,505      |  | \$11,488,455 |

- 42 People per team
- \$165 avg. hotel night
- \$86 per person per day – retail.

**2025 Payments & Transfers**

**Debt Service Payments**

- 2015 Special Obligation Bond
  - System wide improvements
  - \$102,566
- 2018 Special Obligation Bond

- Parks Maintenance Building
- \$37,904

Park Sales Tax Transfers

- Park Admin & Maintenance
    - **\$469,542**
  - Community Center
    - \$473,434
  - Sports Complex / Sports Programs
    - \$480,372
- (Increase of \$53,822)

**B. Special Purpose Sales Tax Budget Recommendations**

The Capital Improvement Plan consists of:

- Capital Sales Tax Fund
- Transportation Sales Tax Fund
- Economic Development Sales Tax Fund

2025 Budget Overview:

- Revenue Assumptions
    - Capital – 1.9% Increase in Sales Tax over 2024 Forecast
    - Transportation – 1.9% Increase in Sales Tax over 2024 Forecast
    - Eco Devo – 1.9% Increase in Sales Tax over 2024 Forecast
  - Expenditures
    - Pay-As-you –go Projects
    - Lease Purchases
    - Long Term Bonding
  - Capital and Transportation
    - Sunset in 2030
  - Eco Devo
    - Sunsets in 2035
  - Undesignated Fund Balance for Road Infrastructure Projects
    - Collective 2025 Budget and Future Forecasts show an annual surplus
    - Capital – 2025 - \$5.47M to \$8.64M in 2030
    - Transportation – 2025 - \$3.61M to \$2.52M in 2030
    - Eco Devo – 2024 - \$2.9M to \$4.7M in 2030
  - Attempts to maintain next year debt service requirements
  - Goal of maintaining \$1.0M for future opportunities/unknown in Infrastructure CIP
- 

Capital and Transportation Sales Tax

Total Resource Overview 2025-2030

All Sources \$51,031,528

- Sales Tax 85%
- Road Levy's 8%
- Other 3%

Misc. Income 4%

Total Cash Outflow (Expenditures) Overview 2025-2030

All Sources \$49,376,578

- Pay as You Go/Capital Outlay 74%
- Debt Service 15%
- Transfers Out 11%

Pay-As-You-Go Detail - \$49.38M

- \$18.52M – Street Restoration/General Transportation Improvements/Street Maintenance Supplies
- \$2.67M – Public Works Equipment – Building Maintenance/Misc. Expenses
- \$2.92M – Signal Light Maintenance/Upgrades
  - 2025 \$2.3M Dedicated to a new signal at Blue Jay and 291 Hwy (moved from 2024)
  - Will be reimbursed \$1.8M in 2025 from MODOT
- \$3.74M – Storm Water Improvements
- \$3.70M – Bridge Replacement Projects
- \$1.80M – Sidewalk Program
- \$1.89M – Capital Engineer/Street Maintenance Workers
- \$0.40M – Transportation Enhancement Projects/City Landscaping Funds
- \$1.02M – IRIS Transportation (\$170K annual commitment)
- \$3.64M – Transfers Out – To support General Fund Operations
- \$0.08M – Transfer Out – To Parks for City Landscaping Funds
- \$3.75M – Transfer Out – To Eco Devo from Transportation
- \$5.25M – Debt Service/Lease Costs
  - GOB Debt for I35/M291 Project (Capital)
  - GOB Debt for South Liberty Interchange (Transportation)
  - GOB/SOB Debt for SLP2 (Transportation)
  - GOB Debt for Kansas Street (Transportation)
  - Lease for Street Sweeper (Capital)

#### Economic Development Sales Tax

Total Resource Overview 2025-2030

All Sources \$22,041,186

- Sales Tax 79%
- Transfers In 17%
- Other 4%

Total Cash Outflow (Expenditures) Overview 2025-2030

All Sources \$20,171,736

- Debt Service 69%
- Pay-as-you-go 31%

Pay-As-You-Go Detail - \$20.17M

- \$0.58M – LEDC Costs (Benefits and Partnership Fees)
  - Increasing the LEDC Partnership Contract by 3% each year
- \$5.72M – Eco/Devo Administrative Expenses/Other Eco/Devo Costs
- Includes Future Debt Services Fees – Parking Garage
- \$13.87M – GO Bonds (South Liberty Parkway) & SOB Bonds (South Liberty Parkway, Downtown, Kansas Street Projects)

IV. SUMMARY

The Mayor and City Council Members thanked staff for the presentations. The first reading of the budgets will be at the December 9, 2024 Regular Session meeting.

V. ADJOURNMENT

The meeting adjourned at 7:46 p.m.

Attest:

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Greg Canuteson, Mayor

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Deputy City Clerk

## **City Council Meeting**

### **Study Session Summary**

December 2, 2024

#### **I. CALL TO ORDER**

A study session meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on December 2, 2024 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

#### **II. ATTENDANCE**

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

Council Members Absent: None

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

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

#### **III. TOPICS OF DISCUSSION**

##### **A. General Fund Budget Recommendations**

- Revenue Assumptions
  - 2024 Forecast shows an 2.1% increase over 2023 Final-\$29.4M
  - 2025 Recommended Budget - \$30.4M or 1.1% higher than 2024 Forecast
- Revenue Assumptions for 2025
  - Sales Tax – 1.9% higher than 2024 projected amount
  - Use Tax – Proposed at \$4.7M
  - Property Tax/Real Estate Taxes – Flat due to opting for the revenue neutral option for the levy

- Franchise Fees budgeted at \$3.8M for 2024
  - Gas and Electric continue to see small growth each year
  - Cell phones and Landline Franchise Fees continue remain status quo
  - Due to 2021 Legislation – Cable Franchise fees continue to decrease 0.5%
- Development Fees are conservative for 2025 we are budgeting \$670k for all thing's development
- Emergency Services – Relatively flat for 2025
- Interest – Small increases - \$133k when compared to the 2023 Final of \$316,267.
- Expenditures with Transfers for 2025 Forecast - \$30.3M
  - Proposed 3.0% Salary Adjustment
  - 10% Increase in Benefits
  - 20% in Property Insurance
  - 25% Liability Insurance
  - 20% Work Comp
- Transfers Out of GF \$2,103,623
  - Transfer from GF to PSST - \$1.65M
  - Along with GF Maintaining 2016 Base of \$8.5M Transfer from GF to Parks Maintenance - \$0.30M
  - To help support Non-Fee generating Amenities (trails/Parks)
  - Transfer out to Parks – Community Ctr Passes - \$0.09M
  - Transfer from GF to Cemetery Maintenance - \$0.06M
- Fund Balance:
  - 2024 Projected Fund Balance – 20.33%
  - 2025 Fund Balance – 21.93%
- 2025 Budgeted Expenses and Transfers
  - All Sources - \$30,344,874
    - Police - \$6.67M
    - Fire - \$6.54M
    - Public Works - \$3.85M
    - Information Services - \$3.39M
    - All Others - \$9.89M

## **B. Public Safety Sales Tax Fund Budget Recommendations**

### **Our Commitment to our Voters**

- Staffing and Safety Improvements in 2018
  - Funding for 4 new police officers
    - Added 5 additional positions since approval of the tax
    - Total of 49 Positions for 2024 (Including Chief)
- Recruitment of Police and Firefighter/EMS Staff
  - Provide competitive compensation to compete with area agencies in recruiting the best quality candidates. Original commitment maintained.

- Retention of Police and Fire/EMS Staff

#### 2025 Budget Overview

- Revenue
  - 2025 Recommended Budget - \$5.9M
    - 1.9% Increases over forecast in Sales Tax
    - Recreational Marijuana Sales Tax - \$0.45M
  - Expenditures and Transfers
    - 2025 Recommended Budget - \$9.4M
      - \$8.5M Transfers
  - Ending Fund Balance - \$3.2M
  - Challenges begin in 2026

#### Resource Overview 2025

All Sources - \$5.9M

- Sales Tax – 63%
- Transfer in from GF – 27%
- Marijuana Sales Tax – 8%
- Other – 2%

#### Outflow Overview 2025

All Sources - \$9.4M

- PSST Salary Commitments to PD and FD – 90%
- Police Department PSST Expenses – 6%
- Fire Department PSST Expenses – 4%

#### 2025 PSST Fund Overview

- Public Safety Sales Tax Expenses
  - Total Salary and Non-Salary Expenditures for 2025
    - \$20.8M (not including Fire Sales Tax or PSST Salary and Non-Salary)
  - PSST Salary commitment have been made/maintained to the 2016 basis as promised - \$8.5M
  - \$1.65M Transfer from General Fund to PSST

### **C. Fire Sales Tax Budget Recommendations**

#### Resource Overview 2025-2030

All Sources - \$14,864,470

- Fire Sales Tax Revenue – 73%
- Interest/Misc Revenue – 17%
- GEMT Revenue – 10%

#### Total Cash Outflow (Expenditures) Overview 2025-2030

All Sources - \$12,900,369

- Debt Service – 42%
- Equipment & Vehicles – 26%
- General Fund Transfer – 15%

- EMS Chief Salary & Benefits – 9%
- Minor Equipment/Building Maintenance – 4%
- GEMT Expenses – 4%

Cash Outflow (Expenditure) Detail Overview 2025-2030

Pay-As-You-Go Detail - \$12.90M

- \$0.74M – 2017 Fire Station construction projects
  - 2027 Payoff
- \$1.84M – 2025 Ambulance debt service
- \$2.87M – Future Pumper and Ladder Truck debt service
- \$1.23M – EMS Chief Salary and Benefits
- \$0.51M – GEMT payment
- \$3.64M – Equipment and vehicles
  - 2025 Purchase of Ambulance included
- \$0.19M – Building construction and maintenance
- \$1.88M – Transfer to the General Fund – Continuation of salary support

**D. Utility Fund Budget Recommendations**

Composite Utility Bill:

- Average Utility Customer bottom line Impact
  - 5.65% Increase
  - \$6.95 per month
  - In 2024, the rate increase was 2.56%
- Water – 4.0% increase equivalent to \$1.42 per month
- Wastewater – 1.0% increase equivalent to \$2.49 per month
- Sanitation – 15.0% increase equivalent to \$3.02 per month
  - Diesel Fuel Charge – January 2025 of .21 cents per household
- 2025 General User Rates – Effective April 2025
  - Water (4% Increase)
  - Wastewater (1% Increase)
  - Solid Waste (15% Increase)
- 2025 Budgeted Water Fund:
  - Operating Revenues - \$7.4M
    - User Fee Revenue - \$7.3M
    - Bond Ratio Maintained
  - Operating Expense + Interest - \$6.7M
    - Accounts for a 3.0% Salary Adjustment
  - Depreciation Expense - \$1.6M
  - Capital Purchase - \$1.1M
    - Funded by User Fees
  - Debt Service Principal/Interest - \$0.12M
  - Ending Cash Balance - \$4.36M
  - Recommended Water Rate Increase – 4.0%
    - Effective April 2025



- 2025 Budgeted Wastewater Fund
  - Operating Revenues - \$13.5M
    - Revenue from Wastewater Charges - \$11.9M
    - Revenue from KCMO - \$0.97M
    - Expected to maintain bond coverage at 121%
  - Operating Expense + Interest - \$7.2M
  - Depreciation Expense - \$2.6M
  - Capital Purchase - \$2.3M
    - \$2.3M Funded from User Fees
  - Debt Service Principal/Interest - \$5.9M
  - Ending Cash Balance (after R&R Replacement Fund Escrow) - \$12.4M
  - Recommended Water Rate Increase – 1.0%
    - Effective April 2025
- 2025 Budgeted Sanitation Fund:
  - Operating Revenues - \$2.4M
    - 9,726 Total Customers
    - 2,179 65 & over
  - Operating Expense - \$2.4M
    - Sanitation Collection Fees - \$2.3M
    - 0.21 Diesel Fuel Charge
  - Ending Projected Fund Balance \$28,646
  - Recommended Sanitation Rate Increase – 15.0%
- 2025 Budgeted Water Capital:
  - Vehicle, Equipment, & Software - \$185,000
    - Vehicle Replacement - \$160,000
    - Skid steer 1/3 - \$25,000
  - Distribution System Design - \$180,000
    - Mississippi Water Line Replacement 2nd Phase - \$80,000
    - 24" Water Line Ruth Ewing North - \$100,000
  - Distribution System Construction \$300,000
    - 24" Redundant Water Line from WTP to Southview - \$300,000
  - Treatment Plant Construction - \$400,000
    - Solar Panels - \$400,000
  - Vehicle, Equipment & Software - \$530,000
    - Vehicle Replacement - \$280,000
    - Skid Steer, 2/3 - \$50,000
    - Front End Loader - \$200,000
  - Collection System Design - \$250,000
    - WWTP Property Acquisition Sewer Bore - \$175,000
    - Flow Equalization Basins - \$75,000
  - Treatment System Design - \$75,000
    - Sludge Selection System Design - \$75,000
  - Collection System Construction - \$1,450,000
    - Glenaire Manhole Rehab - \$200,000

- Basin 00-13 Line Rehab - \$500,000
- Basin 00-13 Manhole Rehab - \$250,000
- Creek Erosion Mitigation - \$500,000
- Treatment Plant Construction - \$1,075,000
  - Replacement Equipment Storage - \$150,000
  - Solar Panels - \$925,000
- Treatment Plant Replacements - \$570,000
  - Membrane Filtration Replacement - \$500,000
  - Carrousel Gearbox - \$70,000

IV. SUMMARY

Mayor thanked everyone for their hard work.

V. ADJOURNMENT

The meeting adjourned at 8:11 p.m.

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Greg Canuteson, Mayor

Attest:

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Deputy City Clerk



## CITY COUNCIL ACTION REPORT

**Meeting Date:** February 24, 2025

**A/R No.:** 2025-51

**Department:** Utilities

**Submitted By:** Matt Redenbaugh,  
Operations Manager Wastewater

**Subject:** Motion to authorize a blanket purchase order for sending biosolids to the Courtney Ridge Landfill in an amount not to exceed \$225,000.00

### **Summary:**

Approve the expense of sending biosolids to the Courtney Ridge Landfill. Total amount not to exceed is \$225,000.00. Total per unit cost is \$57.83 per ton plus \$4.95 per ton administration fees.

### **Background:**

The Wastewater Treatment Plant creates biosolids as a by product of the treatment process. These biosolids require disposal. In 2024, the Wastewater Treatment Plant created 3,890 tons of biosolids. Previously, in 2023, biosolids would have been land applied.

Per Missouri Department of Natural Resources and EPA regulations, there are three ways to dispose of biosolids.

1. Land application. Biosolids are used as fertilizer on agricultural fields. We discontinued the application of Biosolids on privately owned agricultural fields due to potential legal and human health issues from PFAS chemicals. Staff continues to monitor PFAS information and liability laws and will reconsider land application with new information.

2. Landfill. Biosolids are hauled off to the landfill and disposed of in the landfill. Benefits of this are:

- Reduced monitoring/testing reduces the potential of lawsuits
- Better protects human/wildlife health.
- This disposal method was selected.

3. Incineration. Biosolids are sent through an incinerator which reduces them to ash. This method was not selected due to the required additional equipment, cost, and additional permitting (Air Quality Control Permit).

We now send biosolids to Courtney Ridge landfill at a cost of \$57.83 per ton plus \$4.95 per ton administration fees, which would be an annual cost not to exceed \$225,000.00. Courtney Ridge is only accepting biosolids and not providing any other services.

Hauling/disposal is done by a contracted hauler, which is currently CMT Trucking and is on an hourly rate, but is not included in this action.

Courtney Ridge was selected due to cost (lowest cost) and location (about two miles from the Wastewater Treatment Plant). Plant staff did reach out to other landfills and

their cost was much higher and distance was greater (higher hauling cost). Some of the landfills were unwilling to accept biosolids. Others were unwilling to provide a quote.

**Biosolids handling process:**

Biosolids creation is at the end of the wastewater treatment process. Biosolids are dumped on the ground in the dewatering bay. Once the dewatering bay is full, staff contacts CMT Trucking to schedule removal and disposal. Wastewater staff then use a City-owned loader to move the Biosolids into CMT trucks. CMT goes to Courtney Ridge landfill and returns the scale tickets, which states the tons for that haul. This process usually takes 4 to 6 hours to empty the dewatering bay. This is done up to two times per month.

Controlling the volume of biosolids in the treatment process and safely disposing of them are vital components of meeting our Wastewater Permit requirements as established by the Department of Natural Resources.

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

**Previous Action (if applicable):**

N/A

**Policy/Committee Review:**

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

**Financial Considerations:**

|                     |                                 |                     |
|---------------------|---------------------------------|---------------------|
| <b>Budgeted:</b>    | Line Item: 591-55026-902-000000 | Amount:\$225,000.00 |
|                     | Line Item:                      | Amount:             |
|                     | Revenue Line (if applicable):   | Amount:             |
| <b>Non-Budgeted</b> | Line Item:                      | Amount:             |
|                     | Line Item:                      |                     |
|                     | Funding Source:                 | Amount:             |

**Attachments:**

1. City of Liberty, MO Mail - Quote



Matt Redenbaugh &lt;mredenbaugh@libertymo.gov&gt;

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**Quote**

2 messages

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**Matt Redenbaugh** <mredenbaugh@libertymo.gov>  
To: "Hardin, Nancy" <nhardin@republicservices.com>

Tue, Feb 11, 2025 at 11:30 AM

I need to do a Council Action for my Landfill cost, can you send me a quote for Biosolids Disposal per ton cost plus any fees. Thanks

**Matt Redenbaugh |**  
**Treatment Plant Manager**  
**w. 816-439-4783 | c. 816-985-7444**  
**e. mredenbaugh@libertymo.gov | [www.libertymissouri.gov](http://www.libertymissouri.gov)**

**City of Liberty, Missouri · Utilities | WWTP**

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**Hardin, Nancy** <NHardin@republicservices.com>  
To: Matt Redenbaugh <mredenbaugh@libertymo.gov>

Tue, Feb 11, 2025 at 11:58 AM

Hi Matt, these are the current rates for 2025.

\$57.83 per ton

\$4.99 per ton State & City fee

3 ton minimum

There are no additional fuel or environmental fees charged.

Thank you.

**Nancy Hardin**

Manufacturing and Environmental Services Executive

1701 N Missouri Highway 291

Sugar Creek, MO 64058

**e** [nhardin@republicservices.com](mailto:nhardin@republicservices.com)

**c** 913-208-0087

**f** 480-718-4105

**w** [RepublicServices.com](http://RepublicServices.com)

**Special Waste profiles are now online!** [Special Waste Online Account.](#)





Sustainability in Action

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**From:** Matt Redenbaugh <mredenbaugh@libertymo.gov>  
**Sent:** Tuesday, February 11, 2025 11:30 AM  
**To:** Hardin, Nancy <NHardin@republicservices.com>  
**Subject:** Quote

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**This Message Is From an External Sender**

Report Suspicious

This message came from outside your organization.

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[Quoted text hidden]



**CITY COUNCIL  
ACTION REPORT**

**Meeting Date:** February 24, 2025

**A/R No.:** 2025-55

**Department:** Fire

**Submitted By:** Chris Young, Fire Division  
Chief Support Services

**Subject:** Motion to approve the purchase of replacement bunker gear from  
Conrad Fire Equipment, Inc. in an amount not to exceed \$53,763.05

**Summary:**

Replacement of bunker gear following a replacement schedule based on manufacturing and NFPA recommendations

**Background:**

Using the current recommendations from the NFPA and the Collective Bargaining Agreement with Local 42, we have established a 5-year bunker gear rotation that provides a firefighter with a new set of gear. Their current bunker gear kept as a second set of gear that is available if a call results in their primary gear being contaminated (i.e. structure or car fire or a hazardous chemical call).

**Previous Action (if applicable):**

This gear was originally intended to be purchased in 2023 from the Fire Sales Tax budget following a matching grant that was approved by council on March 27, 2023 by Ordinance No. 11754. However, the gear had multiple production issues that have just now been resolved.

**Policy/Committee Review:**

|                                             |                                |
|---------------------------------------------|--------------------------------|
| X Citizen Sales Tax Oversight Committee     | Completed/Recommended: 2/13/25 |
| Public Safety Sales Tax Oversight Committee | Completed/Recommended:         |
| Budget Committee                            | Completed/Recommended:         |
| Other:                                      | Completed/Recommended:         |

**Financial Considerations:**

|                     |                                  |                     |
|---------------------|----------------------------------|---------------------|
| <b>Budgeted:</b>    | Line Item:                       | Amount:             |
|                     | Line Item:                       | Amount:             |
|                     | Revenue Line (if applicable):    | Amount:             |
| <b>Non-Budgeted</b> | Line Item: 356-70001-305-0000000 | Amount: \$53,763.05 |
|                     | Line Item:                       |                     |
|                     | Funding Source:                  | Amount:             |

**Attachments:**

1. 2023 Bunker Gear

# CONRAD FIRE EQUIPMENT, INC.

19922 W 162nd Street Olathe, KS 66062

www.CONRADFIRE.com

(913) 780-5521

(913) 780-5251 Fax

INVOICE  
579031

CUSTOMER NO.  
1449

Cancel 3/27/23  
Ord. # 11754

## BILL TO:

LIBERTY FIRE DEPARTMENT  
200 W MISSISSIPPI ST  
LIBERTY, MO 64068

## SHIP TO:

LIBERTY FIRE STATION 1  
200 W. MISSISSIPPI  
LIBERTY, MO 64068

PHONE: 816/439-4320

FAX: 816/439-4319

PAGE 1

ORDERED BY: CHRIS YOUNG

| DATE                  |         | SHIP VIA         | F.O.B.                                     | TERMS          |                  |               |
|-----------------------|---------|------------------|--------------------------------------------|----------------|------------------|---------------|
| 10/22/24              |         | GROUND           |                                            | NET 30 DAYS    |                  |               |
| PURCHASE ORDER NUMBER |         | ORDER DATE       |                                            | SALESPERSON    | OUR ORDER NUMBER |               |
|                       |         | 10/05/23         |                                            | 130 / 130      | 485350           |               |
| QUANTITY              |         | ITEM NUMBER      | DESCRIPTION                                |                | UNIT PRICE       | AMOUNT        |
| ORDERED               | SHIPPED | B.O.             |                                            |                |                  |               |
| 1                     | 1       |                  | HW4.MOLBTY00095 LIBERTY PANT 23128MOLBTY   |                | 1,108.43         | 1,108.43      |
|                       |         |                  | - 2 TONE ORANGE TRIM (CHIEF SPEC)          |                |                  |               |
|                       |         |                  | - 2 TONE ORANGE SUSPENDERS (CHIEFS SPEC) < |                |                  |               |
|                       |         |                  | - W/OUT BELT                               |                |                  |               |
|                       |         | - PETE VANNESS   |                                            |                |                  |               |
| 1                     | 1       |                  | HW4.MOLBTY00099 LIBERTY TAIL 23128MOLBTY   |                | 1,546.88         | 1,546.88      |
|                       |         |                  | - 2 TONE ORANGE TRIM (CHIEFS SPEC)         |                |                  |               |
|                       |         | - PETE VANNESS   |                                            |                |                  |               |
| 1                     | 1       |                  | HW4.MOLBTY00095 LIBERTY PANT 23128MOLBTY   |                | 1,602.01         | 1,602.01      |
|                       |         |                  | - 2 TONE ORANGE TRIM (CHIEF SPEC)          |                |                  |               |
|                       |         |                  | - 2 TONE ORANGE SUSPENDERS (CHIEFS SPEC) < |                |                  |               |
|                       |         |                  | - W/OUT BELT                               |                |                  |               |
|                       |         | - JASON WHITTECK |                                            |                |                  |               |
| 1                     | 1       |                  | HW4.MOLBTY00099 LIBERTY TAIL 23128MOLBTY   |                | 2,231.87         | 2,231.87      |
|                       |         |                  | - 2 TONE ORANGE TRIM (CHIEFS SPEC)         |                |                  |               |
|                       |         | - JASON WHITTECK |                                            |                |                  |               |
| 1                     | 1       |                  | HW4.MOLETY00094 LIBERTY PANT 23420MOLBTY   |                | 1,602.01         | 1,602.01      |
|                       |         |                  | - 2 TONE LIME TRIM (FF SPEC)               |                |                  |               |
|                       |         |                  | - 2 TONE LIME SUSPENDERS (FF SPEC)         |                |                  |               |
| Product Total         |         | Discount         | Freight                                    | Taxable Amount | Tax              | Misc. Amt.    |
|                       |         |                  |                                            |                |                  | INVOICE TOTAL |

**"WE APPRECIATE YOUR BUSINESS"**

RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.



# CONRAD FIRE EQUIPMENT, INC.

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(913) 780-5521

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## INVOICE 579031

CUSTOMER NO.  
1449

### BILL TO:

LIBERTY FIRE DEPARTMENT  
200 W MISSISSIPPI ST  
LIBERTY, MO 64068

### SHIP TO:

LIBERTY FIRE STATION 1  
200 W. MISSISSIPPI  
LIBERTY, MO 64068

PHONE: 816/439-4320

FAX: 816/439-4319

PAGE 2

ORDERED BY: CHRIS YOUNG

| DATE                  |         | SHIP VIA    | F.O.B.                                                                                                                                                                                                                                                                                | TERMS          |                              |
|-----------------------|---------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|
| 10/22/24              |         | GROUND      |                                                                                                                                                                                                                                                                                       | NET 30 DAYS    |                              |
| PURCHASE ORDER NUMBER |         | ORDER DATE  |                                                                                                                                                                                                                                                                                       | SALESPERSON    | OUR ORDER NUMBER             |
|                       |         | 10/05/23    |                                                                                                                                                                                                                                                                                       | 130 / 130      | 485350                       |
| QUANTITY              |         | ITEM NUMBER | DESCRIPTION                                                                                                                                                                                                                                                                           | UNIT PRICE     | AMOUNT                       |
| ORDERED               | SHIPPED | B.O.        |                                                                                                                                                                                                                                                                                       |                |                              |
| 11                    | 11      |             | - W/OUT BELT<br>- KAITLYNN BROWNE<br>HW4.MOLBTY00097<br>LIBERTY PANT 23128MOLBTY<br>- 2 TONE LIME TRIM<br>(FF SPEC)<br>- 2 TONE LIME SUSPENDERS<br>(FF SPEC) <<br>- WITH BELT                                                                                                         | 1,619.81       | 17,817.91                    |
| 12                    | 12      |             | - CAMERON HENDERSON<br>- JACOB SHIRLEY<br>- MATTHEW MAY<br>- RYAN BREWER<br>- JAMES REGISTER<br>- DAVID CROSSLEY<br>- SCOTT WINFREY<br>- SETH HUFFMAN<br>- TONY TALONEY<br>- ROB HARMON<br>- ADAM BENSON<br>HW4.MOLBTY00096<br>LIBERTY TAIL 23128MOLBTY<br>- 2 TONE LIME<br>(FF SPEC) | 2,231.87       | 26,782.44                    |
|                       |         |             | - KAITLYNN BROWNE<br>- CAMERON HENDERSON<br>- JACOB SHIRLEY<br>- MATTHEW MAY<br>- RYAN BREWER                                                                                                                                                                                         |                |                              |
| Product Total         |         | Discount    | Freight                                                                                                                                                                                                                                                                               | Taxable Amount | Tax Misc. Amt. INVOICE TOTAL |

### "WE APPRECIATE YOUR BUSINESS"

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FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.

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**INVOICE**  
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**BILL TO:**

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LIBERTY, MO 64068

PHONE: 816/439-4320

FAX: 816/439-4319

PAGE 3

ORDERED BY: CHRIS YOUNG

| DATE                                                                                                                                                                                                                                                                                  |         | SHIP VIA   | F.O.B.                                                                                                                                         |                | TERMS      |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|------------------|
| 10/22/24                                                                                                                                                                                                                                                                              |         | GROUND     | NET 30 DAYS                                                                                                                                    |                |            |                  |
| PURCHASE ORDER NUMBER                                                                                                                                                                                                                                                                 |         | ORDER DATE |                                                                                                                                                | SALESPERSON    |            | OUR ORDER NUMBER |
|                                                                                                                                                                                                                                                                                       |         | 10/05/23   |                                                                                                                                                | 130 / 130      |            | 485350           |
| QUANTITY                                                                                                                                                                                                                                                                              |         |            | ITEM NUMBER                                                                                                                                    | DESCRIPTION    | UNIT PRICE | AMOUNT           |
| ORDERED                                                                                                                                                                                                                                                                               | SHIPPED | B.O.       |                                                                                                                                                |                |            |                  |
| 1                                                                                                                                                                                                                                                                                     | 1       |            | - JAMES REGISTER<br>- DAVID CROSSLEY<br>- SCOTT WINFREY<br>- SETH HUFFMAN<br>- TONY TALONEY<br>- ROB HARMON<br>- ADAM BENSON<br>TOM.ALTERATION | ALTER GEAR     | 0.00       | 0.00             |
| 1                                                                                                                                                                                                                                                                                     | 1       |            | - ELISE HULL<br>> S/N D30504094<br>- ERICA WALLEY<br>> S/N D30504096<br>- SEITH HUFFMAN<br>> S/N 2310D475328<br>TOM.ALTERATION                 | ALTER GEAR     | 1,071.50   | 1,071.50         |
| Please note: A 3% credit card service fee will be assessed on all credit card payments in excess of \$3,000. Orders may not be broken into smaller dollar amounts to avoid this service charge. Cash, check, ACH, and wire transfer payments will not be subject to a service charge. |         |            |                                                                                                                                                |                |            |                  |
| Product Total                                                                                                                                                                                                                                                                         |         | Discount   | Freight                                                                                                                                        | Taxable Amount | Tax        | Misc. Amt.       |
| 53,763.05                                                                                                                                                                                                                                                                             |         | 0.00       | 0.00                                                                                                                                           | 53,763.05      | 0.00       | 0.00             |
| INVOICE TOTAL                                                                                                                                                                                                                                                                         |         |            |                                                                                                                                                |                |            | 53,763.05        |
| <b>"WE APPRECIATE YOUR BUSINESS"</b>                                                                                                                                                                                                                                                  |         |            |                                                                                                                                                |                |            |                  |
| RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.                                                                                                                                |         |            |                                                                                                                                                |                |            |                  |



## CITY COUNCIL ACTION REPORT

**Meeting Date:** February 24, 2025

**A/R No.:** 2025-56

**Department:** Administration

**Submitted By:** Sarah Ranes, Deputy City Clerk

**Subject:** Resolution approving a temporary event liquor license for the Knights of Columbus fish fry events at St. James Church on March 14, March 28 and April 11, 2025

### **Summary:**

Temporary event liquor license application for the Knights of Columbus fish fry events at St. James Church, 309 South Stewart Road on March 14, March 28 and April 11, 2025

### **Background:**

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

The Knights of Columbus have applied for a temporary liquor license to serve alcohol at events located at 309 S. Stewart Road. Because the public will have access to the events, State statute and City ordinance require a license. The license covers the events on March 14, March 28 and April 11, 2025. The necessary certificate of liability insurance and authorization letter has been provided by the applicant.

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

The Knights of Columbus also provided a copy of their State temporary license. Council approval and a state license must be in place before the City issues its temporary liquor license.

### **Previous Action (if applicable):**

### **Policy/Committee Review:**

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

**Financial Considerations:**

|                     |                               |         |
|---------------------|-------------------------------|---------|
| <b>Budgeted:</b>    | Line Item:                    | Amount: |
|                     | Line Item:                    | Amount: |
|                     | Revenue Line (if applicable): | Amount: |
| <b>Non-Budgeted</b> | Line Item:                    | Amount: |
|                     | Line Item:                    |         |
|                     | Funding Source:               | Amount: |

**Attachments:**

1. RESOLUTION St James church TLL KofC

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE  
FOR THE KNIGHTS OF COLUMBUS FISH FRY EVENTS AT ST. JAMES CHURCH,  
309 SOUTH STEWART ROAD ON MARCH 14, MARCH 28 AND APRIL 11, 2025

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, that a temporary event liquor license is hereby approved for issuance to the Knight of Columbus for the Fish Fry events at St. James Church, 309 South Stewart Road, Liberty, Missouri, on Friday, March 14, Friday, March 28 and Friday, April 11, 2025 with the following stipulation:

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

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

The City of



**To:** City Council Members  
**From:** Greg Canuteson, Mayor  
**Subject:** Boards and Commissions Appointments  
**Date:** February 24, 2025

---

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

1. Liberty Arts Commission

- a. Appoint Christian Vedder to a term expiring 5/15/2026.

Christian Vedder is a Liberty resident with a background in media, journalism, marketing and the arts. He is a teacher and is involved in the Liberty Chamber, HDLI, Clay County EDC, American Legion Post 95, Navy League of Greater KC and the Clay County African American Legacy.

## City Council Meeting

Regular Session Minutes

January 13, 2025

### I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on January 13, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

### II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

### III. ROLL CALL

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

Council Members Absent: None

Staff Present: Curt Wenson, City Administrator  
Sara Cooke, Assistant City Administrator  
Vicki McClure, Finance Director  
Andy Noll, Utilities Director  
BJ Staab, Parks and Recreation Director  
Jim Martin, Police Chief  
Chris Young, Fire Chief  
Brandon Smith, Economic & Business Dev. Manager  
Katherine Sharp, Planning and Development Director  
John Findlay, City Engineer  
Sarah Ranes, Deputy City Clerk

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

### 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

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.

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

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

Document No. 9862 was read.

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

**Vote:** Motion passed unanimously.



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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12027.

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

The Project is expected to cost approximately \$7,580,000.

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.

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.

Ben Bigham with the Polsinelli Law Firm located at 900 W. 48<sup>th</sup> Place, Kansas City, MO 64112 was present as legal representation for the Water Street Lofts. Mr. Bigham stated the City won't be backing the bonds for this project in the event the developer defaults on the bonds.

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

Document No. 9863 was read.

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

**Vote:** Motion passed unanimously.

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

Roll Call

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12028.

#### IX. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance Acknowledging Vendor Payments for the Period of December 6, 2024 to January 3, 2025

Document No. 9864 was read.

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

Roll Call

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12029.

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%)

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 Cities 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.

Document No. 9865 was read.

**Action:** Council Member Phillips moved to postpone consideration of the ordinance to January 27, 2025. Council Member Pozel seconded the motion. Motion passed unanimously.

- 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

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.

Document No. 9866 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12030.

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

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

Traffic regulation changes are 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.

Document No. 9867 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12031.

E. Resolution Granting a Certificate of Appropriateness for Exterior Improvements at 14 N. Prairie Street, Dougherty Historic District, a 353 Tax Abatement Project

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.

An application for a COA was approved by HDRC at their November 4, 2024 meeting and by LMRC on December 19, 2024.

Improvements to include building new steps to the back porch, like in kind repairs to wood rot on the back-porch windows, like in kind replacement of screens, like in kind repairs to the garage siding and add a new wood sliding door to the east elevation of the garage. Sidewalk repairs as needed.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Inscribed in Resolution No. 3436.

X. OTHER BUSINESS

XI. CITIZENS' PARTICIPATION

David Langston – 1920 Carter Court, Mr. Langston stated he was here to talk about Block 174 which is his family's burial ground. Mr. Langston stated the City has been engaged in a long effort to take his family's burial ground. Mr. Langston said he has done an evaluation of some remarks made by the Mayor and when this project started, Mr. Langston said the Mayor said it should have only cost \$1,000.00 and then on October 28<sup>th</sup>, the Mayor stated the City has spent over \$100,000.00. Mr. Langston stated these were the Mayors words not his and he wants to know when it's going to stop. Mr. Langston agreed with placing a covering over General Forrest's name located on the Block 174 if it means the lawsuit will be stopped. Mr. Langston asked the City Council at what point will this stop and when will they stop wasting the taxpayer's money?

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, MO. Mr. Holtzclaw stated he has been visiting his family members graves since before the Mayor was born and he knows exactly where everyone of his family members is buried because he has had ground penetrating radar done. Mr. Holtzclaw stated he has a cousin buried within 10" of that grave marker. Mr. Holtzclaw stated he isn't wasting tax payer dollars as he isn't the one who filed the lawsuit against Block 174. Mr. Holtzclaw stated his uncle sold Block 174 and the deed is located in Deed Book 120, Page 36 at the Clay County Recorder of Deeds Office.

Gieselle Fest – 1407 Lynette Street. Ms. Fest thanked the City Council for the privilege to speak in front of this group. Ms. Fest stated the City did file a lawsuit and she isn't a lawyer, she is just part of the poor working-class group. Ms. Fest states this was a family issue and that it shouldn't have ended being a City issue. Ms. Fest said they go to this grave marker to remember their family for who they were and not for what they did. Ms. Fest stated they aren't lawyers, they are just poor white working folks from Liberty that want their family members graves to be left alone.

Buzzy Maddox – 1330 Lake Road – Mr. Maddox informed the City Council that he works at the Corner Bar and he is present tonight to propose the idea of a private marijuana consumption lounge. Mr. Maddox would like to discuss with City staff the idea for creating a lounge and offering a membership to those 21 years of age and older.

XII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIII. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XIV. ADJOURNMENT

The meeting adjourned at 7:56 p.m.

Attest:

\_\_\_\_\_  
Greg Canuteson, Mayor

\_\_\_\_\_  
Deputy City Clerk

## City Council Meeting

Regular Session Minutes

January 27, 2025

### I. CALL TO ORDER

A regular meeting of the City Council of the City of Liberty, Missouri was held in the Council Chambers at City Hall on January 27, 2025 with Mayor Greg Canuteson presiding. Mayor Canuteson called the meeting to order at 7:00 p.m.

### II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Harold Phillips, who then led the pledge of allegiance.

### III. ROLL CALL

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

Council Members Absent: None

Staff Present: Curt Wenson, City Administrator  
Sara Cooke, Assistant City Administrator  
Vicki McClure, Finance Director  
Andy Noll, Utilities Director  
BJ Staab, Parks and Recreation Director  
Erika Brant, Community Engagement Center, Parks & Recreation  
Jim Martin, Police Chief  
Chris Young, Fire Chief  
Jason Whitteck, Assistant Fire Chief  
Katherine Sharp, Planning and Development Director  
Sherri McIntyre, Public Works Director  
Sarah Ranes, Deputy City Clerk

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

### IV. EMPLOYEE RECOGNITION

Sherry McIntyre, Public Works Director introduced Lance Spainhower, who is the Public Works Operations Manager in charge of snow removal and Joaquin Nunez who is a Public Works Maintenance Worker who took the time out of this busy snow removal to help a disabled resident in a wheelchair shovel her driveway and sidewalk. These two employees along with the rest of the Public Works Department, were responsible for removing 380 lane miles of snow packed roads during the weekend of January 18, 2025 where the City of Liberty experienced record-breaking snow fall. Ms. McIntyre, staff and City Council thanked the Public Works Department for all of their hard work.



On January 14, 2025, the Liberty Police and Fire Departments were dispatched to a rollover accident where the vehicle ended up in an icy creek with both the driver and her six-month old baby trapped inside. Fire Chief Chris Young introduced Assistant Fire Chief Tyler Hobbs, Police Officer Zach Morrison, Firefighter Melissa Jackson, Firefighter Cameron Conrad, Firefighter David Crossley, Firefighter Kelly Clay, Firefighter Matt Sundet and Firefighter John Baker as they were the crew responsible for successfully rescuing this mother and her baby.

Police Chief Jim Martin introduced Captain Nathan Mulch, Assistant Fire Chief Jason Whitteck, Police Sergeant Ronnie Milburn and Police Corporal Jerrol Anderson as they too were responsible for this successful rescue.

Fire Chief Chris Young, Police Chief Jim Martin, staff and City Council thanked both the Police and Fire crews for their help in this successful rescue.

V. PROCLAMATIONS

VI. APPROVE MINUTES AND SUMMARIES

VII. MEETING SCHEDULE

VIII. CONSENT AGENDA

- A. Motion to approve the purchase of one new park restroom structure from CXT, Inc. to be located at Ruth Moore Park in an amount not to exceed \$87,893.00

The existing restroom facility in Ruth Moore Park is in significantly poor condition and has been renovated numerous times. This structure has exceeded its useful lifespan. Replacement of the restroom is part of the 2025 park operations budget and will reduce future maintenance needs of the structure.

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

Park staff researched available public restroom facility styles to identify and meet the appropriate needs of the park and neighborhood users. A pre-cast two-room facility offered by CXT, Inc. was identified as ideally suited for the replacement restroom. Staff submits this motion to approve this purchase from CXT, Inc. utilizing the Sourcewell Cooperative Pricing Agreement.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

Abstain: None

- B. Motion to approve the purchase of replacement bunker gear from Dinges Fire in an amount not to exceed \$42,500.00

Using the current recommendations from the NFPA and the Collective Bargaining Agreement with Local 42, a 5-year bunker gear rotation was established that provides the firefighter with a new set of gear and leaves their current bunker gear as a 2nd set of gear that is available after any call that may leave their gear contaminated (i.e. structure or car fire or hazardous chemical call).

The Department's Bunker Gear Committee reviewed and adjusted specifications to address noted issues, including requiring a magnetic closure system instead of a hook and loop system. This one change will save several thousand dollars in repairs each year. The updated specs were sent out to companies for bids. The committee reviewed bids from the three companies that responded. The bid from Dinges Fire, using Lion Apparel, was the only one to meet all requirements.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

- C. Motion to approve the purchase of a John Deere 324G Skid Steer Loader from Heritage Tractor in an amount not to exceed \$60,922.00

With the addition of the artificial turf fields at Capitol Federal Sports Complex there is a need for a skid loader to unload the large bulk rubber material for the fields. The Case XT85 has been sold due to poor condition and advanced age. The Case XT85 was given to the sports complex from City Park crews after they replaced an axle and several other parts. At the time it was suggested to only keep the loader for a year and sell it before more issues developed. Four years later the capital budget is in a position to cover the cost of a new skid steer loader for the sports complex.

Staff utilized the Sourcewell Coop for a quote to purchase a 2024 John Deere 324G skid steer loader from Heritage Tractor in the amount of \$60,922.00 (purchase and set up \$59,500.00 plus \$1,422.00 for an extended warranty). Staff recommends the purchase of the skid steer utilizing Park Sales Tax funds.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

- D. Motion to authorize payment to Republic Services for disposal of lime sludge in an amount not to exceed \$154,515.81

The City's water production process creates lime residuals as a byproduct of the water production process. The lime residuals are collected in the bottom of the settling basins and are pumped from the water treatment plant to holding and drying beds near the raw water well fields. To manage the number of solids in the basins staff endeavors to dispose of lime residual solids every year. In house staff leveraged the dryer than average year to dispose of the lime solids using in house staff and equipment to dispose of lime solids. 2024 is the second year that in-house staff and equipment was utilized to dispose of the lime residuals.

Staff disposed of 3,070.58 tons of lime sludge at an average cost of \$50.32/ton for a total of \$154,515.81. Staff recommends approval of the purchase order for the disposal of lime residuals with Courtney Ridge RDF Landfill.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

- E. Resolution appointing directors to the Historic Downtown Liberty Commercial Community Improvement District Board of Directors

| Director    | Term Expiration   |
|-------------|-------------------|
| Don Altis   | December 14, 2027 |
| Ralph Brant | December 14, 2027 |

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3437.

- F. Regular Session Minutes of December 9, 2024

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

G. Special Regular Session Minutes of December 16, 2024

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

IX. PUBLIC HEARINGS

A. Ordinance amending Chapter 30, "Unified Development Ordinance", of the Code of the City of Liberty, Clay County, Missouri (P&Z Case 25-05A)

The Unified Development Ordinance (UDO) was approved in April 2005. The UDO includes stream and drainage way protection requirements codified in Chapter 30, Article XVI, Section 30-98. These protections were identified in the Comprehensive Plan with the objective to prevent damage to streams and drainage ways in the city. Requirements are applicable for streams having at least forty (40) acres of drainage area and within the 100-year floodplain. Specific requirements include:

- Streamside buffer zone of twenty-five (25) feet from the edge of the stream.
- Riparian edge buffer zone fifty (50) feet from the edge of the streamside buffer zone or the edge of the boundary of the 100-year floodplain, whichever is farthest from the edge of the stream.
- 100-year storm event floodplains are regulated by floodplain buffers codified in Chapter 30, Article XVI, Section 30-100 and regulated by the Federal Emergency Management Agency (FEMA).

City staff has been approached with a request to fill in an area that is outside the 25-foot streamside buffer and 50-foot riparian buffer zones, but within the FEMA Floodplain. This fill is allowed by FEMA with proper permitting but is complicated by our City overlay which limits development in the 100-year floodplain. This request has caused staff to realize that this limitation is not in line with FEMA allowances to add fill in these areas. Because FEMA allows fill in the floodplain, staff is recommending a code change to allow fill on a discretionary basis within the 100-year FEMA floodplain. The City's objectives regarding storm water runoff and stream protection will be maintained with the recommended change.

Staff does not feel this should be used as a mechanism to develop within the 25-foot stream buffer or 50-foot riparian buffer zones, and feels this should be used in unique situations where the property owner has the right to fill on their property. The Public Works Department manages the stormwater and floodplain for the City and so staff believes the Public Works Director is the appropriate individual to make this determination.

Katherine Sharp, Director of Planning and Zoning introduced Sherri McIntyre who is the FEMA Floodplain Administrator on behalf of the City of Liberty to answer City Councils questions. Ms. McIntyre told City Council the floodplain is designed where it can be filled in and once it reaches a certain level, you can then go in and remove it out of the floodplain.

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

Document No. 9868 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12032.

B. Resolution approving a final development plan for a 400,000 sq. ft. expansion at the Ford Motor Stamping Plant at 2401 Plummer Road, in Liberty, Clay County, Missouri (P&Z Case 25-01FDP)

The proposal consists of a 400,000 square foot addition to the existing Ford Motor Stamping Plant at 2401 Plummer Road, to the east face of the existing structure. This proposal is considered the fifth phase for this facility and would increase the size of the building to a total of 1,305,500 square feet. The overall use of the site would remain unchanged as part of this proposal.

In addition to the proposed building expansion, the applicant has proposed the construction of a security fence. In order to meet Ford's security requirements, the six-foot chain link fence would be topped by three strands of barbed wire for a total fence height of seven feet. The UDO limits fences on non-residential properties to a maximum height of six feet; as a result, the proposed fence would require a variance.

The proposal would add 400,000 square feet of new building area to the east portion of the existing structure. The existing circulation drive to the east of the structure would be relocated further east in order to provide continued circulation around the facility. No additional employee parking has been proposed at this time; however, 80 new trailer marshalling stalls have been proposed to the south of the addition, as well as to the west of the facility. These marshalling spaces are being reviewed administratively under a separate application. The site's access to public right-of-way would remain unchanged.

The exterior of the new construction will match the design of the existing facility through the use of metal paneling.

The applicant has requested variances relating to landscape plantings and tree removal mitigation as part of this proposal. UDO Sections 30-97 (4) 4a. – 4b. require that one large growing tree or two small growing trees be planted for every 3,000 square feet of building area. UDO Sections 30-97.4 (10) a. – b. requires that every tree removed from the site exceeding eight inches in caliper be replaced with two large

growing trees, each a minimum of 1.5-inch caliper. The applicant requests variances from the above requirements by utilizing the equivalent fee-in-lieu of new tree plantings/replacements described in Section 30-97.4 (10) c. These funds will be determined and shall be paid to a dedicated parks tree account prior to final occupancy of the addition.

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

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3438.

X. ORDINANCES, CONTRACTS AND RESOLUTIONS

A. Ordinance acknowledging vendor payments for the period of January 3, 2025 to January 17, 2025

Document No. 9869 was read.

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

Roll Call

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12033.

B. Resolution approving an amended final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in Liberty, Clay County, Missouri (P&Z Case 25-04FDP-A)

In 2023, this development received FDP approval to allow for the construction of 40 dwelling units, including five duplexes, six triplexes, and three fourplexes, in addition to a club house. The development was approved with a single public access at the northwest corner of the property onto W. Liberty Drive, with a gated emergency drive onto Fulkerson Circle. The applicant has filed this application to eliminate the gate from the drive onto Fulkerson Circle, creating a second public access into the development.

The development, which has nearly completed construction, will maintain all of the same elements previously approved by the City Council but for the proposal to remove the gate from the emergency access to Fulkerson Circle.

**Action:** Council Member Phillips moved to postpone the resolution to February 10, 2025. Council Member Pozel seconded the motion, which passed unanimously.

C. 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%) **(Second Reading)**

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 Cities 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 can ask voters on April 8, 2025 to approve 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 tax requires a simple majority and 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.

Document No. 9865 was read.

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12034.

D. Ordinance approving a contract extension with FORVIS for the annual audit fiscal year 2024 in an amount not to exceed \$100,000.00

On December 12, 2022, the City Council approved an agreement for auditing services provided by FORVIS, inscribed in Ordinance No. 9519. The agreement provided for professional audit service for the year ending December 31, 2022, and provided the option for extending the contract four subsequent years.

In 2022, an internal selection committee reviewed submittals from three auditing firms. While all firms are competent auditors and would perform a quality audit for the City, the Selection Committee felt that FORVIS would provide an added value for Finance Staff. FORVIS included in the base cost of their proposal an excel spreadsheet that has helped staff determine the journal entries needed for the new GASB 87 Lease compliance. Further, the staff have benefitted from ongoing training seminars provided by FORVIS and believe those training opportunities will continue assist Finance staff in learning about upcoming changes in accounting requirements.

Document No. 9870 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 8-0-0



Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt, Gentrup and Hagan  
No: None  
Abstain: None  
Approved by the Chair and inscribed in Ordinance No. 12035.

- E. Ordinance approving a firework display agreement with J&M Displays for the Liberty Fest fireworks display located at Capitol Federal Sports in an amount not to exceed \$35,000.00

The City of Liberty and the Liberty Area Chamber of Commerce have hosted Liberty Fest at the Sports Complex since 2016 and J&M Displays has provided the fireworks for the Liberty Fest event since 2017. The event is scheduled for Thursday, July 3, 2025. Similar to past years, the fireworks show will be choreographed to music.

With funding from the Transient Guest Tax, the City of Liberty has budgeted \$35,000.00 for fireworks in 2025.

In December 2022 (in preparation for the July 2023 event) staff distributed a request for proposals to our list of fireworks vendor contacts and posted the RFP online. Only one proposal was submitted - from J&M Displays.

Included in the RFP was the option to renew with the selected vendor for two additional years (2024 and 2025). J&M has provided not only excellent quality fireworks, but also excellent customer service.

In addition to fireworks, the event will also include popular entertainment like inflatables, face painting, a two-hour concert, food trucks and more.

Document No. 9871 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

No: None

Abstain: None

Approved by the Chair and inscribed in Ordinance No. 12036.

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

Pursuant to the Federal Water Pollution Control Act and in compliance with the Missouri Clean Water Law, the City of Liberty holds and maintains General State

Operating Permit MOR04C027 (NPDES MS4). This General Permit is both Liberty's federal discharge permit and a state operating permit. This report involves the acceptance of an agreement for the consulting services of Luebbert Engineering.

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

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

Luebbert Engineering's agreement is a sole service contract. Luebbert Engineering has provided consulting services to Liberty for the past 18 years and has been instrumental in building the City's Stormwater Management Program and ensuring continued compliance. Luebbert Engineering provides a combination of professional insight and intimate knowledge of Liberty's Storm Water program that cannot be replicated or replaced.

Document No. 9872 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12037.

- G. Ordinance approving a contract with Curt Heisinger for the stabilization of headstones in Fairview and New Hope Cemeteries in an amount not to exceed \$10,000.00

The City has hired Curt Heisinger in 2022, 2023 and 2024 to stabilize and repair approximately 700 headstones throughout Fairview/New Hope and Mt. Memorial Cemeteries. Mr. Heisinger was the only contractor to submit a bid in 2022 and

continued to provide excellent work in 2023 and 2024. The City would like to maintain this relationship by entering into this contract at the same rates for 2025.

The City has had a dedicated volunteer base for years that have worked to stabilize and reset stones throughout the city-owned cemeteries. Hiring Mr. Heisinger continues these efforts and provides the expertise needed to stabilize and repair stones that are beyond the City's volunteer capacity.

The Cemetery Sexton will provide a list of stones in need of repair which will allow the contractor to quickly begin work without needing to assess large sections of the cemetery themselves. The proposed list will account for sections previously stabilized and continue to build on that progress.

Staff believes it is important to continue to work with Mr. Heisinger annually to maintain the cemeteries. Each year Mr. Heisinger will address stones that have destabilized in the last year which will allow the cemeteries to receive ongoing attention and maintain their overall appearance.

Document No. 9873 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12038.

- H. Ordinance approving an amendment to Ordinance No. 11409 approving a change order for traffic signal maintenance with Black and McDonald, LLC by increasing the contract amount by \$31,909.00 from \$118,605.00 to \$150,514.00

This action is to increase the contract in order to allow for 2025 traffic signal preventative maintenance. The original contract with Black and McDonald was approved by City Council on May 24, 2021.

City-owned traffic signals require routine maintenance and occasional repairs. City staff has utilized the prompt on-call services of electrical contractor, Black and McDonald, LLC for many years due to their excellent service, competitive rates, and intimate knowledge of the City's traffic signal system. Previously, these services were performed in an on-call manner and invoiced to the City on a time and material basis and funded using available budgeted traffic signal maintenance funds.

City staff determined it would be beneficial to enter into an agreement with a fixed maintenance plan and annual cost in order to more accurately budget for future traffic signal needs. An agreement with Black and McDonald was negotiated in 2021 for the amount of \$28,350.00 to provide bi-annual maintenance tasks of the signals and provide fixed time and material rates for work performed above-and-beyond the scope of routine maintenance. This is an annual agreement established in 2021 for a term of five years expiring at the end of 2025, renewed each year with an allowance for annual adjustments to the maintenance cost and rates with escalations not to exceed 3%. In 2022, the contract was increased by a 3% escalation from \$29,200.00 to an overall total of \$57,550.00. In 2023, the contract was increased by a 3% escalation from \$57,550.00 to an overall contract of \$87,626.00. In 2024, the contract was increased by a 3% escalation from \$87,626.00 to an overall contract of \$118,605.00.

For 2025, Black and McDonald, LLC has requested a 3% escalation for the 2025 work for an amount of \$31,909.00 which is incorporated into this contract amendment for a new total of \$150,514.00. For 2026 and beyond, a new maintenance contract will be bid later this year or early next year.

The traffic signal maintenance base budget was established at \$50,000 for 2025 during FY2025 budget development. This agreement will utilize \$31,909.00 of those funds with the remaining \$18,091 available for repairs above and beyond the routine maintenance scope.

Document No. 9874 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12039.

- I. Ordinance amending Ordinance No. 11892 approving an amended STBG Funding Agreement (CFDA # 20.205; 2024-01-83215; 2024-12-86038) between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission by adjusting the agreement stipulated bid opening and construction award dates

The Missouri Highway 291 corridor is a major commercial corridor directly adjacent to the Liberty Triangle Commercial Center. The corridor provides major arterial traffic flow for motorists and freight through the City of Liberty.

Traffic studies and historical data have both demonstrated that the intersection of M291 & Stewart Road is a high accident location. The annual average number of traffic accidents at the intersection is ten, with approximately half of these resulting in injury. To reduce the likelihood of accidents, the City has proposed either closing or improving the intersection. Traffic studies have determined that altering the intersection of M-291 & Stewart Rd. will divert significant traffic through the intersection of M-291 & Blue Jay Drive, thus warranting signalization.

In 2020, the City of Liberty applied for funds through the Federal Surface Transportation Block Grant Program (STBG) for the following improvements:

1. Signalization of the intersection of M-291 & Blue Jay Dr.
2. Improvement of the intersection of M-291 & Stewart Rd.
3. Pedestrian connectivity east of M-291 from the intersection of M-291 & Blue Jay Dr. to the North Havens Commercial Center development.

The project is currently out for bid with a bid opening date scheduled for February 11, 2025.

The grant funds, which have been awarded, will be available as reimbursement for construction costs and require coordination and an agreement with the Missouri Department of Transportation (MoDOT). The City entered into a funding agreement through Ordinance 11892 on March 11, 2024 for \$800,000.00 in funding assistance. This agreement must be amended as it stipulated a bid opening date of November 15, 2024 and construction contract award date of December 16, 2024 both of which have since passed. The original bid opening and construction award dates were not able to be met as the acquisition of required Right of Way and easements took much longer than expected and ROW acquisition and approval were required to move forward with the project. The amended agreement stipulates a bid opening date of August 29, 2025 and construction contract award date of October 31, 2025. While the project is currently out to bid with an opening date scheduled for Feb. 11, 2025, the August 29, 2025 date provides cushion in case there are unforeseen circumstances between bid opening and award of construction.

Document No. 9875 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12040.

- J. Ordinance amending Ordinance No. 11895 approving an amended Cost Share Agreement (KU0402; 2023-12-82732; 2024-12-86039) between the City of Liberty, Missouri and the Missouri Highways and Transportation Commission by adjusting the agreement stipulated bid opening and construction award dates

The Missouri Highway 291 corridor is a major commercial corridor directly adjacent to the Liberty Triangle commercial center. The corridor provides major arterial traffic flow for motorists and freight through the City of Liberty.

Traffic studies and historical data have both demonstrated that the intersection of M291 & Stewart Rd. has a high accident rate. The annual average number of traffic accidents at the intersection is 10, with approximately half of these resulting in injury. To reduce the likelihood of accidents, the City has proposed either closing or improving the intersection. Traffic studies have determined that altering the intersection of M-291 & Stewart Rd. will divert significant traffic through the intersection of M-291 & Blue Jay Dr., thus warranting signalization.

In 2023 the City of Liberty applied for funds through the Missouri Cost Share Program for the following improvements:

1. Signalization of the intersection of M-291 & Blue Jay Dr.
2. Improvement of the intersection of M-291 & Stewart Rd.
3. Pedestrian connectivity from North Havens Commercial Center development to Kansas St.

The project is currently out for bid with a bid opening date scheduled for Feb. 11, 2025.

The grant funds, which have been awarded, will be available as reimbursement for construction and construction engineering costs and require coordination and an agreement with the Missouri Department of Transportation (MoDOT). The City entered into a funding agreement through Ordinance 11895 on March 11, 2024 for \$1,092,500.00 (\$760,002.00 in 2024 and \$332,498.00 in 2025 funding) in funding assistance. This agreement must be amended as it stipulated a bid opening date of Nov. 15, 2024 and construction contract award date of December 16, 2024 both of which have since passed. The original bid opening and construction award dates were not able to be met as the acquisition of required Right of Way and easements took much longer than expected and ROW acquisition and approval were required to move forward with the project. The amended agreement stipulates a bid opening date of Aug. 29, 2025 and construction contract award date of October 31, 2025. While the project is currently out to bid with an opening date scheduled for Feb. 11, 2025, the Aug. 29, 2025 date provides cushion in case there are unforeseen circumstances between bid opening and award of construction.

Document No. 9876 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12041.

K. Sports Apparel Uniforms

1. Ordinance approving a guaranteed pricing agreement with Challenger Teamwear Group for FY2025 adult and youth sports apparel – youth soccer in an amount not to exceed \$13,355.00

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

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

Five proposals were received. A “basket of goods” analysis was used to compare unit pricing proposed. Staff used FY 2024 numbers of apparel units managed to project FY 2025 annual costs per item bid, which are summarized in the tables below. Please note that not all vendors bid on all items and not all items met specifications.

- Award #1 – Challenger Teamwear – Youth Soccer - \$13,355.00
- Award #2 – Custom Graphics – Youth Baseball/Softball Jerseys, Baseball Caps, and Basketball Jerseys - \$29,483.50
- Award #3 – TW Custom Branding for Bitty Sports - \$4,791.00
- Award #4 -- Show Me Logos for Adult Sports Championship Shirts - \$13,562.50
- Contracts have been written for each of the awards at the amount budgeted for each set of anticipated apparel purchases.

Document No. 9877 was read.

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

**Vote:** Motion passed unanimously.

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

Vote: Motion passed 7-0-1  
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Hagan  
No: None  
Abstain: Council Member Gentrup, potential conflict of interest  
Approved by the Chair and inscribed in Ordinance No. 12042.

2. Ordinance approving a guaranteed pricing agreement with Custom Graphics for FY2025 adult and youth sports apparel – youth baseball/softball jerseys, baseball caps and basketball jerseys in an amount not to exceed \$29,483.50

Document No. 9878 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-1  
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Hagan  
No: None  
Abstain: Council Member Gentrup, potential conflict of interest  
Approved by the Chair and inscribed in Ordinance No. 12043.

3. Ordinance approving a guaranteed pricing agreement with Show Me Logos for FY2025 adult and youth sports apparel – adult championship shirts in an amount not to exceed \$13,562.50

Document No. 9879 was read.

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

Vote: Motion passed unanimously.

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

Vote: Motion passed 7-0-1  
Yes: Council Members Phillips, Ponder, Pozel, Travis, Graham, Watt and Hagan  
No: None  
Abstain: Council Member Gentrup, potential conflict of interest



Approved by the Chair and inscribed in Ordinance No. 12044.

4. Ordinance approving a guaranteed pricing agreement with TW Custom Branding for FY2025 adult and youth sports apparel –Bitty Sports in an amount not to exceed \$4,791.00

Document No. 9880 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 7-0-1

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

**No:** None

**Abstain:** Council Member Gentrup, potential conflict of interest

Approved by the Chair and inscribed in Ordinance No. 12045.

- L. Ordinance amending Ordinance No. 11934 approving a change order with Leavenworth Excavating & Equipment Company, Inc. (Lexeco) for City of Liberty Project 24-006 Moss Street and Old 210 Highway guardrail by decreasing the current contract by \$62,407.05 from \$297,860.75 to \$235,453.70

The Moss Street and Old 210 Highway Guardrail project was awarded to Leavenworth Excavating & Equipment Company, Inc. (Lexeco) in the amount of \$297,860.75 on June 10, 2024 (Ordinance No. 11934).

The project involved the installation of guardrail at two locations:

Location 1: Old State Hwy 210 running over Town Branch

The segment of Old State Hwy 210 as it runs over Town Branch Creek posed a significant hazard. The narrow shoulder did not provide adequate space for a vehicle to correct itself in the event of an emergency. In the event that a vehicle was to leave the roadway, there was a high likelihood of the driver becoming submerged underwater and of the vehicle rolling.

Location 2: Moss Ave. adjacent to City Park

The segment of Moss Avenue as it runs adjacent to City Park experiences a steep grade change on the eastern side. While there was not the danger of a driver becoming submerged, there was concern that a vehicle exiting the roadway would lose control as it continued downhill on the eastern side of Moss Avenue. On the

eastern side of Moss Avenue there is a high-volume-high-frequency park. A vehicle that exits the roadway and loses control could continue into the park area.

Throughout the project minor adjustments were made to the design based on changed field conditions, these additions and subtractions in scope of work resulted in a net reduction in overall contract price from \$297,860.75 to a final total of \$235,453.70. This amendment is required to:

- Incorporate additional agreed to line items of work which were not in the original contract and
- Reconcile all line item costs from estimated quantities to final installed quantities.

Document No. 9881 was read.

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

**Vote:** Motion passed unanimously.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Approved by the Chair and inscribed in Ordinance No. 12046.

M. Resolution accepting the Moss Street and Old 210 Highway guardrail project with Leavenworth Excavating & Equipment Company, Inc.

The Moss Street and Old 210 Highway Guardrail project was awarded to Leavenworth Excavating & Equipment Company, Inc. (Lexeco) in the amount of \$297,860.75 on June 10, 2024 (Ordinance No. 11934).

All contract work has been completed by Leavenworth Excavating & Equipment Company, Inc. in accordance with City standards, specifications and contract requirements. This action accepts the Moss Street and Old 210 Highway Guardrail Project, thus allowing release of retainage which has been held per the project contract.

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Inscribed in Resolution No. 3439.

- N. Resolution accepting a public fire hydrant from Burnaugh Construction, LLC for the Complete PT project located at 1005 N. 291 Highway in Liberty, Clay County, Missouri

Complete PT is located at 1005 N. 291 Hwy in Liberty Missouri.

To facilitate the interior renovation and new usage, the following public improvements were constructed:

- Public Hydrant by Burnaugh Construction, LLC. under permit No. ROW-10- 24-00162

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

Vote: Motion passed 8-0-0

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

No: None

Abstain: None

Inscribed in Resolution No. 3440.

- O. Resolution adopting a new storm water master plan and associated capital improvement plan for the City of Liberty as developed by HDR Engineering Inc.

The Current City of Liberty Storm Water Master Plan is dated March 2003. Some examples of projects that were completed from the 2003 plan are:

- Camelot Estates Drainage Swale Stabilization Project, Major creek stabilization project which involved enclosing a creek in a pipe along the back side of properties off of N. Clayview Dr.
- Little Shoal Creek Storm Drainage Improvements. Major creek stabilization project, which involved the installation of gabion baskets and structures around the Amesbury Ave., Liberty Dr. area.
- Conistor Box Culvert Repair Project. Repair of a box culvert which runs under Conistor Street and installation of gabion baskets up and downstream of the culvert.

In the two decades since the last plan, the City has experienced rapid industrial, commercial and residential growth. In conjunction with this growth, new design standards, Federal Storm Water Regulations and a 2015 revision to the City of Liberty FEMA flood maps have contributed to the need for a revised and updated Storm Water Master Plan.

In order to better allocate future resources, prioritize repairs to the existing infrastructure and guide the growth of the City's Storm Water infrastructure, the City entered in to a contract with HDR Engineering Inc on May 11, 2023 (Ordinance No. 11809) to develop a new Storm Water Master Plan. Since that time HDR and City staff have:

1. Investigated and Assessed Existing Infrastructure
2. Provided Avenues for Public Communication
3. Studied Storm Water Detention
4. Reviewed the FEMA Floodplain and Conducted a Flood Risk Reduction Assessment
5. Identified High Risk Stream Channel Erosion Locations
6. Established a Project Prioritization Matrix and Identified a Capital Improvement Plan Project
7. Developed Technical Memorandums memorializing the assimilated data and results

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

**Vote:** Motion passed 8-0-0

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

**No:** None

**Abstain:** None

Inscribed in Resolution No. 3441.

#### XI. OTHER BUSINESS

#### XII. CITIZENS' PARTICIPATION

David Langston – 1920 Carter Court. Mr. Langston stated he is here tonight to talk about his family buried in Block 174. Mr. Langston said that according to statements made by the Mayor, the City has spent over \$100,000.00 trying to take this property. Mr. Langston recommended getting a plate made to cover up General Forrest's name on the grave marker and stop the spending tax payer dollars in regards to the lawsuit. Mr. Langston said there are a number of people in the community that don't like what their tax dollars are being spent on and some of those people call it "Mayor Greg's Folly" and laugh about it and then they talk about the expense and are mad. The only thing Mr. Langston wants is for his family to be left alone.

Dwayne Holtzclaw – 113 Kevin Street, Excelsior Springs, MO. Mr. Holtzclaw explained that he is a descendant of Liberty's first-born child and his family provided the land for the Courthouse to sit on. Mr. Holtzclaw stated that John Will Hall, his uncle, sold Block 174 on January 6, 1900. Mr. Holtzclaw stated the deed is recorded in Book 120, Page 36 at the Clay County Recorder of Deeds Office. Mr. Holtzclaw said you are simply a thief if you try taking someone else's property. Mr. Holtzclaw said this is his 106<sup>th</sup> meeting where he has attending and requested the City Council to stop their revestment lawsuit against Block 174.

Gieselle Fest – 1407 Lynette Street. Ms. Fest states she is very passionate about Liberty and she is here to stand for family. Ms. Fest said she doesn't want to fight with Mayor Greg or spend taxpayer money, she just wants her family to be left alone. Ms. Fest stated there are four sides to the grave marker, Mr. Holtzclaw has family buried within 10 inches on the north side, Mr. Langston has family buried within 16 inches from the west side, Mr. Donaldson is buried on the southside about 23 inches from the grave marker and the town drunk, Mr. Johnson is buried on the eastside. Ms. Fest said they don't want to fight with anyone, she just wants the dead to be left alone.

XIII. MISCELLANEOUS MATTERS FROM CITY ADMINISTRATOR

XIV. MISCELLANEOUS MATTERS FROM MAYOR AND CITY COUNCIL

XV. ADJOURNMENT

The meeting adjourned at 8:30 p.m.

Attest:

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Greg Canuteson, Mayor

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Deputy City Clerk

Ordinance Amending Chapter 30, "Unified Development Ordinance", of the Code of the City of Liberty, Clay County, Missouri (P&Z Case 25-07A) **{to be postponed to March 10, 2025}**

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS  
FOR THE PERIOD OF January 31, 2025 to February 14, 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         | \$ 390,898.53                 |
| TIF-BLUE JAY CROSSING         | 709         | \$ 675,862.21                 |
| LIBERTY CORNERS CID           | 605         | \$ 24,429.84                  |
| CAPTIAL SALES TAX FUND        | 351         | \$ 4,317.92                   |
| TRANSPORTATION SALES TAX FUND | 352         | \$ 1,756.00                   |
| PARK SALES TAX FUND           | 353         | \$ 60,922.00                  |
| ECO/DEVO SALES TAX FUND       | 354         | \$ 57,558.50                  |
| PARKS FUND                    | 460         | \$ 5,409.10                   |
| SPORTS COMPLEX FUND           | 461         | \$ 13,974.02                  |
| COMMUNITY CENTER FUND         | 465         | \$ 17,874.21                  |
| TRANSIENT GUEST TAX FUND      | 244         | \$ 17,445.47                  |
| WATER OPERATING FUND          | 590         | \$ 55,489.86                  |
| WASTEWATER OPERATING FUND     | 591         | \$ 36,205.08                  |
| WATER CAPITAL FUND            | 592         | \$ 4,468.05                   |
| SOLID WASTE FUND              | 595         | \$ 172,400.17                 |
| PAYROLL CHECKS & BENEFITS     | 2/7/2025    | \$ 1,354,288.78               |
| TOTAL APPROPRIATIONS          |             | <u><u>\$ 2,893,299.74</u></u> |

PASSED by the Council this 24th day of February, 2025.

\_\_\_\_\_  
Greg Canuteson - MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

APPROVED by the Mayor this 24th day of February, 2025.

\_\_\_\_\_  
Greg Canuteson - MAYOR

## Appropriations Legend

| Account Number | Fund and Departments                 |
|----------------|--------------------------------------|
| 10             | General Fund                         |
| 10.10          | Council                              |
| 10.20          | Administration                       |
| 10.25          | Human Resources                      |
| 10.30          | Finance                              |
| 10.40          | Police                               |
| 10.50          | Fire                                 |
| 10.60          | Parks-Aging Services                 |
| 10.70          | Public Works                         |
| 10.80          | Planning and Development Services    |
| 10.90          | Information Services                 |
| 10.95          | City Wide                            |
| 11             | Limited Capital Fund                 |
| 14             | Downtown 353                         |
| 15             | Residential 353                      |
| 16             | TIF-Liberty Commons                  |
| 17             | CID-Liberty Commons                  |
| 18             | TDD-Liberty Commons                  |
| 20-21          | TIF-Liberty Triangle Project         |
| 22             | TIF-Liberty Triangle Series 2007     |
| 23             | TIF-Roger's Plaza                    |
| 24             | TIF-Blue Jay Crossing                |
| 25             | TIF-Triangle Project B-1             |
| 26             | TIF-Triangle Project F               |
| 27             | Rogers CID Sales Tax                 |
| 28             | Blue Jay Crossing CID Sales Tax      |
| 29             | Triangle CID Sales Tax               |
| 30             | South Liberty Parkway                |
| 31             | TIF-South Liberty Parkway-Whitehall  |
| 32             | TIF-Project E                        |
| 33             | TIF-Triangle Project E               |
| 35             | TIF-Tiangle Project E-4              |
| 36             | Liberty Corners CID                  |
| 37             | TIF-Triangle Project E-1             |
| 38             | TIF-Triangle Project E-2             |
| 39             | Healthy Living Community             |
| 40 & 41        | Cemetery Trust Funds                 |
| 42             | F Hughes Library Trust               |
| 50             | Capital Sales Tax Fund               |
| 51             | PFA Construction Fund                |
| 52             | Transportation Sales Tax Fund        |
| 54             | Park Sales Tax Fund                  |
| 55             | Parks Development Fund               |
| 56             | Eco/Devo Sales Tax Fund              |
| 57             | Capital Const Bond Fund              |
| 58             | Fire Sales Tax Fund                  |
| 59             | Public Safety Sales Tax Fund         |
| 60             | Parks Fund                           |
| 61             | Sports Complex Fund                  |
| 65             | Community Center Fund                |
| 67             | Transient Guest Tax Fund             |
| 68             | Preservation & Development Fund      |
| 69             | Police Training Fund                 |
| 70             | Cable Reserve Fund                   |
| 73             | Cemetery Maintenance Fund            |
| 75             | Loss Control Fund                    |
| 80             | Debt Service Fund                    |
| 81             | Tax Escrow Fund                      |
| 82             | TIF-Triangle B-1 Debt Service (CCHC) |
| 83             | TIF Debt Service 2007 Fund           |
| 86             | TIF Debt Service Fund                |
| 87             | NID Debt Service Fund                |
| 88             | PFA Debt Service Fund                |
| 90             | Water Operating Fund                 |
| 90.30          | Finance-Utility Billing              |
| 90.70          | Public Works                         |
| 92             | Wastewater Operating Fund            |
| 92.30          | Finance-Utility Billing              |
| 92.70          | Public Works                         |
| 94             | Water Capital Fund                   |
| 96             | Wastewater Capital Fund              |
| 97             | Wastewater Treatment Facility        |
| 98             | Solid Waste Fund                     |
| 98.30          | Finance-Utility Billing              |
| 98.70          | Public Works                         |



**FEBRUARY 7, 2025**

City of Liberty  
AP List Checks Invoices

Check Type: All; Check Date between: 02/06/2025 and 02/07/2025;

| 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 |               |                                |                |              |                     |                     |                       |                       |                              |                 |
| 189358; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                       |                              |                 |
|                                                            | 12            | R. JOEL REINOEHL               | LH0011         | 01/30/2025   | PARKS & RECREATION  |                     | 461-55044-451-0000 00 | MISCELLANEOUS FEES    | Liberty Hospital Sponsorship | \$ 481.25       |
|                                                            | 12            | R. JOEL REINOEHL               | LH0011         | 01/30/2025   | PARKS & RECREATION  |                     | 465-55043-420-0000 00 | SPONSORSHIPS          | Liberty Hospital Sponsorship | \$ 236.25       |
|                                                            | 12            | R. JOEL REINOEHL               | LH0011         | 01/30/2025   | PARKS & RECREATION  |                     | 460-55041-400-0000 00 | CONTRACT LABOR        | Liberty Hospital Sponsorship | \$ 157.50       |
|                                                            | 12            | R. JOEL REINOEHL               | RR040          | 01/30/2025   | PARKS & RECREATION  |                     | 461-55044-451-0000 00 | MISCELLANEOUS FEES    | Red Robin Field Sponsorship  | \$ 199.80       |
| CHECK TOTAL FOR CHECK NUMBER 189358                        |               |                                |                |              |                     |                     |                       |                       |                              | \$1,074.80      |
| 189359; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                       |                              |                 |
|                                                            | 16            | TELEFLEX LLC                   | 9509439170     | 01/08/2025   | FIRE                |                     | 100-53001-302-0000 00 | MEDICAL SUPPLIES      | Fire medical supplies        | \$ 1,330.00     |
| CHECK TOTAL FOR CHECK NUMBER 189359                        |               |                                |                |              |                     |                     |                       |                       |                              | \$1,330.00      |
| 189360; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                       |                              |                 |
| KCTA CDBG                                                  | 73            | MID-AMERICA REGIONAL COUNCIL   | G-I-0018261    | 06/15/2024   | ECO/DEVO SALES TAX  |                     | 354-55018-110-00000 0 | OTHER MISC FEES       | KCTA CDBG                    | \$ 7,560.00     |
| CHECK TOTAL FOR CHECK NUMBER 189360                        |               |                                |                |              |                     |                     |                       |                       |                              | \$7,560.00      |
| 189361; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                       |                              |                 |
|                                                            | 81            | BRADY INDUSTRIES OF KANSAS LLC | 9654145        | 01/15/2025   | PARKS & RECREATION  |                     | 100-53008-160-0000 00 | MAINTENANCE MATERIALS | City-Wide Custodial Supplies | \$ 934.96       |
| CHECK TOTAL FOR CHECK NUMBER 189361                        |               |                                |                |              |                     |                     |                       |                       |                              | \$ 934.96       |
| 189362; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                       |                              |                 |
|                                                            | 96            | INSIGHT PUB SAFETY & FORENSIC  | 2055           | 01/29/2025   | POLICE              |                     | 100-55007-501-0000 00 | TESTING FEES          | Psych (Kolek)                | \$ 650.00       |
| CHECK TOTAL FOR CHECK NUMBER 189362                        |               |                                |                |              |                     |                     |                       |                       |                              | \$ 650.00       |

\*\*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 |               |                                |                |              |                     |                     |                      |                             |                                   |                 |
| 189363; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                             |                                   |                 |
|                                                            | 153           | CHAMBER OF COMMERCE            | 37896          | 01/27/2025   | TRANSIENT GUEST TAX |                     | 244-59009-119-000000 | CONTRIBUTIONS TO PROJECTS   | Chamber Staff Support             | \$ 10,000.00    |
| CHECK TOTAL FOR CHECK NUMBER 189363                        |               |                                |                |              |                     |                     |                      |                             |                                   | \$ 10,000.00    |
| 189364; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                             |                                   |                 |
|                                                            | 158           | ELECTRONIC CONTRACTING COMPANY | 68306          | 02/01/2025   | ANIMAL CONTROL      |                     | 100-57018-165-000000 | MISC EQUIPMENT MAINT        | alarm central monitoring services | \$ 324.00       |
| CHECK TOTAL FOR CHECK NUMBER 189364                        |               |                                |                |              |                     |                     |                      |                             |                                   | \$ 324.00       |
| 189365; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                             |                                   |                 |
|                                                            | 272           | MO DEPT OF LABOR & INDUS RELAT | 01312025       | 01/27/2025   | HR & RISK MGMT      |                     | 100-21023-000-000000 | UNEMPLOYMENT CLAIMS PAYABLE | Unemployment Quarterly costs      | \$ 1,303.01     |
| CHECK TOTAL FOR CHECK NUMBER 189365                        |               |                                |                |              |                     |                     |                      |                             |                                   | \$ 1,303.01     |
| 189366; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                             |                                   |                 |
|                                                            | 314           | RICOH USA, INC                 | 108918895      | 01/23/2025   | POLICE              |                     | 100-53031-512-000000 | COPIER LEASE & USAGE        | Records Lease February 2025       | \$ 153.81       |
| CHECK TOTAL FOR CHECK NUMBER 189366                        |               |                                |                |              |                     |                     |                      |                             |                                   | \$ 153.81       |
| 189367; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                             |                                   |                 |
|                                                            | 367           | CLINICAL COUNSELING ASSOC      | 012025         | 01/31/2025   | HR & RISK MGMT      |                     | 100-52998-160-000000 | EMPLOYEE ASSISTANCE PROGRAM | Citywide Services                 | \$ 1,350.00     |
|                                                            | 367           | CLINICAL COUNSELING ASSOC      | NOV/DEC 2024   | 02/04/2025   | POLICE              |                     | 100-55044-502-000000 | MISCELLANEOUS FEES          | Police Peer Support Services      | \$ 840.00       |
| CHECK TOTAL FOR CHECK NUMBER 189367                        |               |                                |                |              |                     |                     |                      |                             |                                   | \$ 2,190.00     |

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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 |               |                          |                |              |                     |                     |                      |                     |                       |                 |
| 189368; 02/07/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                      |                     |                       |                 |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302476         | 01/28/2025   | FINANCE             |                     | 590-53032-131-000000 | OUTSIDE PRINTING    | Util bill processing  | \$ 81.34        |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302476         | 01/28/2025   | FINANCE             |                     | 591-53032-131-000000 | OUTSIDE PRINTING    | Util bill processing  | \$ 81.33        |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302476         | 01/28/2025   | FINANCE             |                     | 590-59010-131-000000 | POSTAGE             | Util bill postage     | \$ 260.00       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302476         | 01/28/2025   | FINANCE             |                     | 591-59010-131-000000 | POSTAGE             | Util bill postage     | \$ 259.99       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302477         | 01/31/2025   | FINANCE             |                     | 590-53032-131-000000 | OUTSIDE PRINTING    | Util bill processing  | \$ 64.38        |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302477         | 01/31/2025   | FINANCE             |                     | 591-53032-131-000000 | OUTSIDE PRINTING    | Util bill processing  | \$ 64.38        |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302477         | 01/31/2025   | FINANCE             |                     | 590-59010-131-000000 | POSTAGE             | Util bill postage     | \$ 190.96       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302477         | 01/31/2025   | FINANCE             |                     | 591-59010-131-000000 | POSTAGE             | Util bill postage     | \$ 190.95       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302479         | 01/31/2025   | FINANCE             |                     | 590-53032-131-000000 | OUTSIDE PRINTING    | Util bill processing  | \$ 439.51       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302479         | 01/31/2025   | FINANCE             |                     | 591-53032-131-000000 | OUTSIDE PRINTING    | Util bill processing  | \$ 439.50       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302479         | 01/31/2025   | FINANCE             |                     | 590-59010-131-000000 | POSTAGE             | Util bill postage     | \$ 1,117.43     |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302479         | 01/31/2025   | FINANCE             |                     | 591-59010-131-000000 | POSTAGE             | Util bill postage     | \$ 1,117.42     |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302480         | 01/31/2025   | FINANCE             |                     | 590-53032-131-000000 | OUTSIDE PRINTING    | Util bill processing  | \$ 390.52       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302480         | 01/31/2025   | FINANCE             |                     | 591-53032-131-000000 | OUTSIDE PRINTING    | Util bill processing  | \$ 390.52       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302480         | 01/31/2025   | FINANCE             |                     | 590-59010-131-000000 | POSTAGE             | Util bill postage     | \$ 987.74       |
|                                                            | 391           | LINEAGE MAILING SERVICES | 302480         | 01/31/2025   | FINANCE             |                     | 591-59010-131-000000 | POSTAGE             | Util bill postage     | \$ 987.73       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|------------------------------|----------------|--------------|---------------------|---------------------|-----------------------|------------------------------|-----------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                              |                |              |                     |                     |                       |                              |                                   |                 |
| 189368; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                              |                                   |                 |
| CHECK TOTAL FOR CHECK NUMBER 189368                        |               |                              |                |              |                     |                     |                       |                              |                                   | \$ 7,063.70     |
| 189369; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 460           | STRATUS BUILDING SOLUTIONS   | 7434318        | 02/01/2025   | PARKS & RECREATION  |                     | 465-55041-420-0000 00 | CONTRACT LABOR               | February 2025 3rd Shift Custodial | \$ 4,374.00     |
| CHECK TOTAL FOR CHECK NUMBER 189369                        |               |                              |                |              |                     |                     |                       |                              |                                   | \$ 4,374.00     |
| 189370; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 487           | TOYS FOR TRUCKS, INC         | INV914729      | 01/29/2025   | POLICE              |                     | 100-57009-501-0000 00 | VEHICLE MAINTENANCE          | 204 Seatbelt                      | \$ 1,433.91     |
| CHECK TOTAL FOR CHECK NUMBER 189370                        |               |                              |                |              |                     |                     |                       |                              |                                   | \$ 1,433.91     |
| 189371; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 492           | ALL COPY PRODUCTS, INC.      | 38467675       | 01/31/2025   | PARKS & RECREATION  |                     | 460-57012-400-0000 00 | OFFICE EQUIPMENT MAINTENANCE | Monthly Payment All Copy Products | \$ 233.90       |
| CHECK TOTAL FOR CHECK NUMBER 189371                        |               |                              |                |              |                     |                     |                       |                              |                                   | \$ 233.90       |
| 189372; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                              |                                   |                 |
| AED batteries and replacement pads                         | 534           | ONE BEAT MEDICAL             | QU039109       | 01/24/2025   | HR & RISK MGMT      |                     | 100-53008-160-0000 00 | MAINTENANCE MATERIALS        | AED REPLACEMENT PAD & BATTERIES   | \$ 635.50       |
| CHECK TOTAL FOR CHECK NUMBER 189372                        |               |                              |                |              |                     |                     |                       |                              |                                   | \$ 635.50       |
| 189373; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 582           | MIDWAY FORD TRUCK CENTER INC | R100467172     | 01/28/2025   | FIRE                |                     | 100-57009-302-0000 00 | VEHICLE MAINTENANCE          | Fire #625 suspension repair       | \$ 6,627.85     |
| CHECK TOTAL FOR CHECK NUMBER 189373                        |               |                              |                |              |                     |                     |                       |                              |                                   | \$ 6,627.85     |
| 189374; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                              |                                   |                 |
|                                                            | 610           | FNF PETROLEUM                | IFNF18393      | 01/31/2025   | PARKS & RECREATION  |                     | 460-57002-403-0000 00 | DIESEL FUEL                  | Diesel Fuel                       | \$ 1,420.32     |
| CHECK TOTAL FOR CHECK NUMBER 189374                        |               |                              |                |              |                     |                     |                       |                              |                                   | \$ 1,420.32     |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|--------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                      |                              |                          |                 |
| 189375; 02/07/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                          |                 |
|                                                            | 616           | COLE CHRISTOPHER BRYANT       | 2/4/2025       | 02/04/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS     |                          | \$ 64.00        |
| CHECK TOTAL FOR CHECK NUMBER 189375                        |               |                               |                |              |                     |                     |                      |                              |                          | \$ 64.00        |
| 189376; 02/07/2025; Cleared; 02/07/2025                    |               |                               |                |              |                     |                     |                      |                              |                          |                 |
|                                                            | 617           | STAR DEVELOPMENT CORP         | FEB2025        | 02/05/2025   | NONE                |                     | 709-55048-613-000000 | DEVELOPER REIMBURSEMENT      | FEB 2025 PYMT            | \$ 675,862.21   |
| CHECK TOTAL FOR CHECK NUMBER 189376                        |               |                               |                |              |                     |                     |                      |                              |                          | \$ 675,862.21   |
| 189377; 02/07/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                          |                 |
|                                                            | 641           | PITTMAN SUPPORT SERVICES, LLC | 25-001         | 01/31/2025   | FINANCE             |                     | 100-55041-130-000000 | CONTRACT LABOR               | January 2025             | \$ 5,242.50     |
|                                                            | 641           | PITTMAN SUPPORT SERVICES, LLC | 25-001         | 01/31/2025   | FINANCE             |                     | 100-55041-111-000000 | CONTRACT LABOR               | Admin                    | \$ 22.50        |
| CHECK TOTAL FOR CHECK NUMBER 189377                        |               |                               |                |              |                     |                     |                      |                              |                          | \$ 5,265.00     |
| 189378; 02/07/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                          |                 |
| split across 2 accounts + prepaids for 2026                | 657           | LOGICALIS, INC.               | IN236913       | 01/29/2025   | IT-CONTRACT         |                     | 100-57029-170-000000 | TELEPHONE SYSTEM MAINTENANCE | smaretnet - phone system | \$ 4,628.89     |
| split across 2 accounts + prepaids for 2026                | 657           | LOGICALIS, INC.               | IN236913       | 01/29/2025   | IT-CONTRACT         |                     | 100-57016-170-000000 | IT MAINTENANCE & SERVICES    | smartnet maint - 2025    | \$ 19,244.16    |
| split across 2 accounts + prepaids for 2026                | 657           | LOGICALIS, INC.               | IN236913       | 01/29/2025   | IT-CONTRACT         |                     | 100-14001-000-000000 | OTHER PREPAYMENTS            | Prepay 2026              | \$ 4,784.10     |
| CHECK TOTAL FOR CHECK NUMBER 189378                        |               |                               |                |              |                     |                     |                      |                              |                          | \$ 28,657.15    |
| 189379; 02/07/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                              |                          |                 |
|                                                            | 669           | MYRICK MECHANICAL             | 2545           | 01/28/2025   | FIRE-PO             |                     | 100-57019-160-000000 | BUILDING MAINTENANCE         | 2025 HVAC Maintenance    | \$ 899.21       |
| CHECK TOTAL FOR CHECK NUMBER 189379                        |               |                               |                |              |                     |                     |                      |                              |                          | \$ 899.21       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|------------------------------|----------------|--------------|---------------------|---------------------|-----------------------|----------------------|-------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                              |                |              |                     |                     |                       |                      |                                           |                 |
| 189380; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                      |                                           |                 |
|                                                            | 690           | LIBERTY HOSPITAL URGENT CARE | 00135404-00    | 01/03/2025   | HR & RISK MGMT      |                     | 100-55029-140-0000 00 | RECRUITMENT EXPENSES | Pre-employment physical/drug screen       | \$ 3,821.00     |
|                                                            | 690           | LIBERTY HOSPITAL URGENT CARE | 00135404-00    | 01/03/2025   | HR & RISK MGMT      |                     | 100-55044-140-0000 00 | MISCELLANEOUS FEES   | Random drug screening/immunizations       | \$ 921.00       |
| CHECK TOTAL FOR CHECK NUMBER 189380                        |               |                              |                |              |                     |                     |                       |                      |                                           | \$ 4,742.00     |
| 189381; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                      |                                           |                 |
|                                                            | 696           | JANI-KING OF KANSAS CITY     | KSC01250685    | 01/30/2025   | PARKS & RECREATION  |                     | 465-55041-420-0000 00 | CONTRACT LABOR       | 6 cleanings for Jan 2025                  | \$ 450.00       |
| CHECK TOTAL FOR CHECK NUMBER 189381                        |               |                              |                |              |                     |                     |                       |                      |                                           | \$ 450.00       |
| 189382; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                      |                                           |                 |
|                                                            | 728           | CHERRYROAD MEDIA INC         | 0003146650     | 02/02/2025   | PUBLIC WORKS        |                     | 595-55044-205-0000 00 | MISCELLANEOUS FEES   | Legal Ads for Bid 25-001 Storm Sewer Proj | \$ 152.64       |
| CHECK TOTAL FOR CHECK NUMBER 189382                        |               |                              |                |              |                     |                     |                       |                      |                                           | \$ 152.64       |
| 189383; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                      |                                           |                 |
|                                                            | 757           | LANDMARK DODGE INC           | 2-5-2025       | 02/05/2025   | POLICE-PO           |                     | 100-70000-501-0000 00 | VEHICLES             | Black Dodge Durango                       | \$ 0.00         |
|                                                            | 757           | LANDMARK DODGE INC           | 2-5-2025       | 02/05/2025   | POLICE-PO           |                     | 100-70000-501-0000 00 | VEHICLES             | Vapor Grey Durango                        | \$ 42,019.00    |
|                                                            | 757           | LANDMARK DODGE INC           | 2-5-2025       | 02/05/2025   | POLICE-PO           |                     | 100-70000-501-0000 00 | VEHICLES             | White Durango                             | \$ 0.00         |
|                                                            | 757           | LANDMARK DODGE INC           | 2-5-2025       | 02/05/2025   | POLICE-PO           |                     | 100-70000-501-0000 00 | VEHICLES             | Black Durango                             | \$ 41,954.00    |
|                                                            | 757           | LANDMARK DODGE INC           | 2-5-2025       | 02/05/2025   | POLICE-PO           |                     | 100-70000-501-0000 00 | VEHICLES             | Night Moves Durango                       | \$ 42,344.00    |
| CHECK TOTAL FOR CHECK NUMBER 189383                        |               |                              |                |              |                     |                     |                       |                      |                                           | \$ 126,317.00   |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------|------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                      |                     |                              |                 |
| 189384; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                              |                 |
|                                                            | 777           | STERICYCLE, INC.               | 8009645736     | 01/25/2025   | MULTI               |                     | 100-55044-501-000000 | MISCELLANEOUS FEES  | Records/Dispatch             | \$ 119.03       |
|                                                            | 777           | STERICYCLE, INC.               | 8009645736     | 01/25/2025   | MULTI               |                     | 100-55044-116-000000 | MISCELLANEOUS FEES  | Court                        | \$ 20.69        |
|                                                            | 777           | STERICYCLE, INC.               | 8009645736     | 01/25/2025   | MULTI               |                     | 100-55044-140-000000 | MISCELLANEOUS FEES  | Personnel                    | \$ 20.96        |
|                                                            | 777           | STERICYCLE, INC.               | 8009645736     | 01/25/2025   | MULTI               |                     | 100-55044-111-000000 | MISCELLANEOUS FEES  | City Clerk                   | \$ 27.95        |
|                                                            | 777           | STERICYCLE, INC.               | 8009645736     | 01/25/2025   | MULTI               |                     | 100-55044-130-000000 | MISCELLANEOUS FEES  | Finance                      | \$ 30.34        |
| CHECK TOTAL FOR CHECK NUMBER 189384                        |               |                                |                |              |                     |                     |                      |                     |                              | \$ 218.97       |
| 189385; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                              |                 |
|                                                            | 875           | STRICKLAND BROTHERS 10 MIN OIL | 00589-18345    | 01/27/2025   | POLICE              |                     | 100-57009-501-000000 | VEHICLE MAINTENANCE | 203 Oil Change               | \$ 46.98        |
|                                                            | 875           | STRICKLAND BROTHERS 10 MIN OIL | 00589-18455    | 01/31/2025   | POLICE              |                     | 100-57009-501-000000 | VEHICLE MAINTENANCE | 233 Oil Change               | \$ 46.98        |
|                                                            | 875           | STRICKLAND BROTHERS 10 MIN OIL | 00589-16863    | 12/04/2024   | POLICE              |                     | 100-57009-501-000000 | VEHICLE MAINTENANCE | 212 Oil Change               | \$ 53.98        |
|                                                            | 875           | STRICKLAND BROTHERS 10 MIN OIL | 00589-16754    | 11/30/2024   | POLICE              |                     | 100-57009-501-000000 | VEHICLE MAINTENANCE | 211 Oil Change               | \$ 53.98        |
| CHECK TOTAL FOR CHECK NUMBER 189385                        |               |                                |                |              |                     |                     |                      |                     |                              | \$ 201.92       |
| 189386; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                              |                 |
|                                                            | 931           | MO VALLEY ASSOC OF FIRE CHIEFS | YOUNG          | 01/22/2025   | FIRE                |                     | 100-54004-301-000000 | TRAINING COSTS      | Force Conference Rgistration | \$ 650.00       |
| CHECK TOTAL FOR CHECK NUMBER 189386                        |               |                                |                |              |                     |                     |                      |                     |                              | \$ 650.00       |
| 189387; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                     |                              |                 |
|                                                            | 934           | LEICA GEOSYSTEMS INC           | 903810841      | 01/20/2025   | POLICE              |                     | 100-60000-501-000000 | MINOR EQUIPMENT     | Map360                       | \$ 6,337.50     |
| CHECK TOTAL FOR CHECK NUMBER 189387                        |               |                                |                |              |                     |                     |                      |                     |                              | \$ 6,337.50     |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|---------------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                        |                |              |                     |                     |                      |                              |                                                   |                 |
| 189388; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                              |                                                   |                 |
|                                                            | 935           | JDI VENTURES, LLC      | 22-505         | 12/17/2024   | POLICE              |                     | 100-57030-512-000000 | SOFTWARE MAINTENANCE         | CJIS Online                                       | \$ 900.00       |
| CHECK TOTAL FOR CHECK NUMBER 189388                        |               |                        |                |              |                     |                     |                      |                              |                                                   | \$ 900.00       |
| 189389; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                              |                                                   |                 |
|                                                            | 936           | PFHN VENTURES LLC      | 40463          | 02/03/2025   | POLICE              |                     | 100-60000-501-000000 | MINOR EQUIPMENT              | Dispatch Treadmill                                | \$ 2,495.00     |
| CHECK TOTAL FOR CHECK NUMBER 189389                        |               |                        |                |              |                     |                     |                      |                              |                                                   | \$ 2,495.00     |
| 189390; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                              |                                                   |                 |
|                                                            | 2272          | DREXEL TECHNOLOGIES    | INV153083      | 01/28/2025   | TECH & LOGISTICS    |                     | 100-57012-170-000000 | OFFICE EQUIPMENT MAINTENANCE | Mthly Plotter Maintenance (01/01/2025-01/31/2025) | \$ 126.00       |
| CHECK TOTAL FOR CHECK NUMBER 189390                        |               |                        |                |              |                     |                     |                      |                              |                                                   | \$ 126.00       |
| 189391; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                              |                                                   |                 |
|                                                            | 2300          | BOUND TREE MEDICAL LLC | 85599166       | 12/20/2024   | FIRE                |                     | 100-53001-302-000000 | MEDICAL SUPPLIES             | Fire medical supplies                             | \$ 704.13       |
|                                                            | 2300          | BOUND TREE MEDICAL LLC | 85639876       | 01/28/2025   | FIRE                |                     | 100-53001-302-000000 | MEDICAL SUPPLIES             | Fire medical supplies                             | \$ 1,798.20     |
| CHECK TOTAL FOR CHECK NUMBER 189391                        |               |                        |                |              |                     |                     |                      |                              |                                                   | \$ 2,502.33     |
| 189392; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                              |                                                   |                 |
|                                                            | 2759          | PUBLIC WATER DIST #5   | 12/8-1/8/25    | 01/23/2025   | FINANCE             |                     | 590-55036-802-000000 | WATER PURCHASES-KANSAS CITY  | Water Service                                     | \$ 130.00       |
|                                                            | 2759          | PUBLIC WATER DIST #5   | 12/8-1/08/25   | 01/23/2025   | FINANCE             |                     | 591-57005-902-000000 | WATER PLANT MAINTENANCE      | Water Service                                     | \$ 40.00        |
| CHECK TOTAL FOR CHECK NUMBER 189392                        |               |                        |                |              |                     |                     |                      |                              |                                                   | \$ 170.00       |
| 189393; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                              |                                                   |                 |
|                                                            | 2879          | L-L TOWING CO          | 88435          | 01/28/2025   | PUBLIC WORKS        |                     | 100-57009-203-000000 | VEHICLE MAINTENANCE          | Tow Unit 705                                      | \$ 220.00       |
| CHECK TOTAL FOR CHECK NUMBER 189393                        |               |                        |                |              |                     |                     |                      |                              |                                                   | \$ 220.00       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-----------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------|-----------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                 |                |              |                     |                     |                      |                     |                       |                 |
| 189394; 02/07/2025; Outstanding; null                      |               |                 |                |              |                     |                     |                      |                     |                       |                 |
|                                                            | 3134          | MEALS ON WHEELS | 012025         | 02/03/2025   | PARKS & RECREATION  |                     | 100-53025-480-000000 | MEALS ON WHEELS     | Jan MARC meal payment | \$ 2,389.25     |
| CHECK TOTAL FOR CHECK NUMBER 189394                        |               |                 |                |              |                     |                     |                      |                     |                       | \$ 2,389.25     |

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AP List Checks Invoices

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                    |                |              |                     |                     |                       |                           |                                                                |                 |
| 189395; 02/07/2025; Outstanding; null                      |               |                    |                |              |                     |                     |                       |                           |                                                                |                 |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 465-44051-000-0000 00 | ADULT-RESIDENT DAILY PASS | Cash refund for day pass Jan 13th                              | \$ 12.50        |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 465-53000-420-0000 00 | GENERAL SUPPLIES          | February Member Engagement                                     | \$ 39.48        |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 465-53000-420-0000 00 | GENERAL SUPPLIES          | January Member Engagement                                      | \$ 27.96        |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 460-54003-400-0000 00 | MEALS PER DIEM            | MPRA Conference Banquet                                        | \$ 50.00        |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 461-59026-451-0000 00 | MISCELLANEOUS EXPENSES    | Paula Ruf Mileage December 2024                                | \$ 93.80        |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 461-59026-451-0000 00 | MISCELLANEOUS EXPENSES    | Thomas Connor Mileage December 2024                            | \$ 71.69        |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 460-54000-400-000 000 | TRAINING TRAVEL           | Tom Garland Mileage Jan 25                                     | \$ 92.40        |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 461-59026-451-0000 00 | MISCELLANEOUS EXPENSES    | Thomas Connor & Paula Ruf Jan 25 Mileage                       | \$ 142.10       |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 100-59013-480-0000 00 | MEMBERSHIP DUES           | NCSC Membership Dues for Brigitte Thomas & Hailey Kellerstrass | \$ 50.00        |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 100-59013-483-0000 00 | MEMBERSHIP DUES           | NPA Membership dues for Brigitte Thomas & Hailey Kellerstrass  | \$ 50.00        |
|                                                            | 3524          | LIBERTY PETTY CASH | 02032025       | 01/31/2025   | PARKS & RECREATION  |                     | 100-53035-483-0000 00 | PROGRAM SUPPLIES          | Silver Center Birthday Party Jan 2025                          | \$ 100.00       |
| CHECK TOTAL FOR CHECK NUMBER 189395                        |               |                    |                |              |                     |                     |                       |                           |                                                                | \$ 729.93       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|---------------------------|----------------|--------------|---------------------|---------------------|----------------------|--------------------------|-----------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                           |                |              |                     |                     |                      |                          |                       |                 |
| 189396; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                          |                       |                 |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 581577         | 01/27/2025   | FIRE                |                     | 100-59015-301-000000 | PROTECTIVE CLOTHING      | Fire Hoods            | \$ 456.81       |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 581531         | 01/24/2025   | FIRE                |                     | 100-59015-301-000000 | PROTECTIVE CLOTHING      | Fire Gloves           | \$ 1,041.90     |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 581506         | 01/23/2025   | FIRE                |                     | 100-57009-301-000000 | VEHICLE MAINTENANCE      | Fire Com Headsets     | \$ 4,218.49     |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 581625         | 01/28/2025   | FIRE                |                     | 100-57009-301-000000 | VEHICLE MAINTENANCE      | 612 Hood Latch        | \$ 651.94       |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 581761         | 01/30/2025   | FIRE                |                     | 100-57009-301-000000 | VEHICLE MAINTENANCE      | Marker Lights         | \$ 68.08        |
|                                                            | 3684          | CONRAD FIRE EQUIPMENT INC | 581626         | 01/28/2025   | FIRE                |                     | 100-57009-301-000000 | VEHICLE MAINTENANCE      | 612 Grab Handle       | \$ 51.76        |
| CHECK TOTAL FOR CHECK NUMBER 189396                        |               |                           |                |              |                     |                     |                      |                          |                       | \$ 6,488.98     |
| 189397; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                          |                       |                 |
|                                                            | 3763          | OUTDOOR RESTROOMS LLC     | 13749          | 01/29/2025   | PARKS & RECREATION  |                     | 460-60007-403-000000 | EQUIPMENT RENTAL         | Portable toilets      | \$ 225.00       |
| CHECK TOTAL FOR CHECK NUMBER 189397                        |               |                           |                |              |                     |                     |                      |                          |                       | \$ 225.00       |
| 189398; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                          |                       |                 |
|                                                            | 4299          | ZONES INC                 | K30696240101   | 01/27/2025   | TECH & LOGISTICS    |                     | 100-55001-170-000000 | INTERNET SERVICE FEES    | ESET AV renewal       | \$ 3,920.00     |
| CHECK TOTAL FOR CHECK NUMBER 189398                        |               |                           |                |              |                     |                     |                      |                          |                       | \$ 3,920.00     |
| 189399; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                          |                       |                 |
|                                                            | 4445          | CLAIRE GINETTE JACKSON    | 2/4/2025       | 01/31/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS |                       | \$ 19.00        |
| CHECK TOTAL FOR CHECK NUMBER 189399                        |               |                           |                |              |                     |                     |                      |                          |                       | \$ 19.00        |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------|-----------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                      |                     |                                   |                 |
| 189400; 02/07/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                     |                                   |                 |
|                                                            | 4458          | HASTY AWARDS                  | 01251626       | 01/23/2025   | PARKS & RECREATION  |                     | 461-53003-451-000000 | RECREATION SUPPLIES | Bitty Basketball Medals           | \$ 163.15       |
|                                                            | 4458          | HASTY AWARDS                  | 01252636       | 02/05/2025   | PARKS & RECREATION  |                     | 461-53003-451-000000 | RECREATION SUPPLIES | basketball medals                 | \$ 1,653.53     |
| CHECK TOTAL FOR CHECK NUMBER 189400                        |               |                               |                |              |                     |                     |                      |                     |                                   | \$ 1,816.68     |
| 189401; 02/07/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                     |                                   |                 |
|                                                            | 4482          | OZARK READY-MIX COMPANY INC   | 55890          | 01/24/2025   | PARKS & RECREATION  |                     | 460-57025-403-000000 | TRAILS MAINTENANCE  | Concrete Blocks for Campbell Road | \$ 120.00       |
| CHECK TOTAL FOR CHECK NUMBER 189401                        |               |                               |                |              |                     |                     |                      |                     |                                   | \$ 120.00       |
| 189402; 02/07/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                     |                                   |                 |
|                                                            | 4528          | HISTORIC DOWNTOWN LIBERTY INC | FEBRUARY 2025  | 02/03/2025   | TRNST GST TX-PO     |                     | 244-59018-119-000000 | HDLI CONTRACT       | 2025 HDLI Contract                | \$ 3,333.33     |
| CHECK TOTAL FOR CHECK NUMBER 189402                        |               |                               |                |              |                     |                     |                      |                     |                                   | \$ 3,333.33     |

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City of Liberty  
AP List Checks Invoices

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                              |                |              |                     |                     |                     |                             |                                                  |                 |
| 189403; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                     |                             |                                                  |                 |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 514322         | 01/30/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES         | euthanasia 21580                                 | \$ 26.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23298          | 01/24/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES         | 23298 neuter                                     | \$ 45.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23299          | 01/24/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES         | 23299                                            | \$ 45.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 514382         | 02/04/2025   | ANIMAL CONTROL      |                     | 100-24006-000-0000  | RESERVE-ANIMAL SHELTER      | rabies vaccination - Donation Acct               | \$ 18.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23313          | 02/01/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES         | 23313                                            | \$ 45.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23312          | 02/01/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES         | neuter 23313                                     | \$ 45.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23221          | 12/31/2024   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES         | neuter 23221                                     | \$ 45.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23296          | 01/29/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES         | 23296                                            | \$ 45.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23307          | 01/29/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES         | neuter 23307                                     | \$ 65.00        |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY | 23308          | 01/29/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES         | neuter 23308                                     | \$ 65.00        |
| CHECK TOTAL FOR CHECK NUMBER 189403                        |               |                              |                |              |                     |                     |                     |                             |                                                  | \$ 444.00       |
| 189404; 02/07/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                     |                             |                                                  |                 |
|                                                            | 4846          | VALIDITY SCREENING SOLUTIONS | 252780         | 02/01/2025   | HR & RISK MGMT      |                     | 100-54004-140-0000  | EMPLOYEE ISSUES & FUNCTIONS | MVR monitoring initial DL checks for all drivers | \$ 2,013.25     |
| CHECK TOTAL FOR CHECK NUMBER 189404                        |               |                              |                |              |                     |                     |                     |                             |                                                  | \$ 2,013.25     |

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City of Liberty  
AP List Checks Invoices

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                      |                            |                       |                 |
| 189405; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                            |                       |                 |
|                                                            | 4908          | AMERICAN DIGITAL SECURITY LLC  | INV0036538     | 01/01/2025   | PUBLIC WORKS        |                     | 100-57019-203-000000 | BUILDING MAINTENANCE       | ST Alarm Monitoring   | \$ 24.95        |
|                                                            | 4908          | AMERICAN DIGITAL SECURITY LLC  | INV0037488     | 02/01/2025   | PUBLIC WORKS        |                     | 100-57019-203-000000 | BUILDING MAINTENANCE       | ST Alarm Monitoring   | \$ 24.95        |
|                                                            | 4908          | AMERICAN DIGITAL SECURITY LLC  | INV0037112     | 02/01/2025   | ANIMAL CONTROL      |                     | 100-57015-165-000000 | FACILITIES SECURITY MAINT  | ADS                   | \$ 48.95        |
| CHECK TOTAL FOR CHECK NUMBER 189405                        |               |                                |                |              |                     |                     |                      |                            |                       | \$ 98.85        |
| 189406; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                            |                       |                 |
|                                                            | 5169          | MO POLICE CHIEFS CHARITABLE FO | 18567          | 01/30/2025   | POLICE              |                     | 100-54001-501-000000 | REGISTRATION FEES          | 2025 SRO Conference   | \$ 390.00       |
| CHECK TOTAL FOR CHECK NUMBER 189406                        |               |                                |                |              |                     |                     |                      |                            |                       | \$ 390.00       |
| 189407; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                            |                       |                 |
|                                                            | 5203          | FOSTER BROS WOOD PRODUCTS INC  | 34280          | 01/22/2025   | PARKS & RECREATION  |                     | 352-57022-403-000000 | GROUNDS/ LANDSCAPING MAINT | Mulch                 | \$ 1,756.00     |
| CHECK TOTAL FOR CHECK NUMBER 189407                        |               |                                |                |              |                     |                     |                      |                            |                       | \$ 1,756.00     |
| 189408; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                            |                       |                 |
|                                                            | 5223          | CITY TREASURER                 | 2025-02        | 02/05/2025   | MULTI               |                     | 100-57013-501-000000 | RADIO MAINTENANCE          | Dec PD 74 x 18.47     | \$ 1,366.78     |
|                                                            | 5223          | CITY TREASURER                 | 2025-02        | 02/05/2025   | MULTI               |                     | 100-57013-301-000000 | RADIO MAINTENANCE          | Dec FD 64 x 18.47     | \$ 1,182.08     |
|                                                            | 5223          | CITY TREASURER                 | 2025-02        | 02/05/2025   | MULTI               |                     | 351-57013-201-000000 | RADIO MAINTENANCE          | Dec PW 56 x 18.47     | \$ 1,034.32     |
| CHECK TOTAL FOR CHECK NUMBER 189408                        |               |                                |                |              |                     |                     |                      |                            |                       | \$ 3,583.18     |
| 189409; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                            |                       |                 |
|                                                            | 5257          | NATHAN JONES                   | 2/4/2025       | 01/31/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS   |                       | \$ 76.00        |
|                                                            | 5257          | NATHAN JONES                   | 2/4/2025       | 01/31/2025   | PARKS & RECREATION  |                     | 465-55056-410-000000 | SEMI-PRIVATE SWIM LESSONS  |                       | \$ 26.00        |
| CHECK TOTAL FOR CHECK NUMBER 189409                        |               |                                |                |              |                     |                     |                      |                            |                       | \$ 102.00       |

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City of Liberty  
AP List Checks Invoices

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |               |                |              |                     |                     |                       |                           |                       |                 |
| 189410; 02/07/2025; Outstanding; null                      |               |               |                |              |                     |                     |                       |                           |                       |                 |
|                                                            | 5323          | VISIT KC      | 47022          | 01/15/2025   | TRANSIENT GUEST TAX |                     | 244-59009-119-0000 00 | CONTRIBUTIONS TO PROJECTS | Visit KC Membership   | \$ 1,500.00     |
| CHECK TOTAL FOR CHECK NUMBER 189410                        |               |               |                |              |                     |                     |                       |                           |                       | \$ 1,500.00     |
| 189411; 02/07/2025; Outstanding; null                      |               |               |                |              |                     |                     |                       |                           |                       |                 |
|                                                            | 5394          | GALL'S INC    | 030248294      | 01/23/2025   | FIRE                |                     | 100-59014-301-0000 00 | CLOTHING EXPENSES         | Fire uniforms         | \$ 39.33        |
|                                                            | 5394          | GALL'S INC    | 030253006      | 01/23/2025   | FIRE                |                     | 100-59014-301-0000 00 | CLOTHING EXPENSES         | Fire uniforms         | \$ 29.60        |
|                                                            | 5394          | GALL'S INC    | 030291950      | 01/28/2025   | FIRE                |                     | 100-59014-301-0000 00 | CLOTHING EXPENSES         | Fire uniforms         | \$ 78.66        |
|                                                            | 5394          | GALL'S INC    | 03291958       | 01/28/2025   | FIRE                |                     | 100-59014-301-0000 00 | CLOTHING EXPENSES         | Fire uniforms         | \$ 39.33        |
|                                                            | 5394          | GALL'S INC    | 030310329      | 01/29/2025   | FIRE                |                     | 100-59014-301-0000 00 | CLOTHING EXPENSES         | Fire uniforms         | \$ 109.08       |
|                                                            | 5394          | GALL'S INC    | 030304818      | 01/29/2025   | FIRE                |                     | 100-59014-301-0000 00 | CLOTHING EXPENSES         | Fire uniforms         | \$ 80.16        |
|                                                            | 5394          | GALL'S INC    | 030323892      | 01/30/2025   | FIRE                |                     | 100-59014-301-0000 00 | CLOTHING EXPENSES         | Fire uniforms         | \$ 80.16        |
|                                                            | 5394          | GALL'S INC    | 030340781      | 01/31/2025   | FIRE                |                     | 100-59014-301-0000 00 | CLOTHING EXPENSES         | Fire uniforms         | \$ 140.72       |
| CHECK TOTAL FOR CHECK NUMBER 189411                        |               |               |                |              |                     |                     |                       |                           |                       | \$ 597.04       |
| 189412; 02/07/2025; Outstanding; null                      |               |               |                |              |                     |                     |                       |                           |                       |                 |
|                                                            | 5662          | SUMNERONE INC | 4184550        | 01/31/2025   | POLICE              |                     | 100-53000-501-0000 00 | GENERAL SUPPLIES          | Toner                 | \$ 220.00       |
| CHECK TOTAL FOR CHECK NUMBER 189412                        |               |               |                |              |                     |                     |                       |                           |                       | \$ 220.00       |

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City of Liberty  
AP List Checks Invoices

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                      |                              |                                           |                 |
| 189413; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                           |                 |
|                                                            | 5680          | LAUREL SHOGER                  | 2/4/25         | 01/31/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS     |                                           | \$ 152.00       |
|                                                            | 5680          | LAUREL SHOGER                  | 2/4/25         | 01/31/2025   | PARKS & RECREATION  |                     | 465-55060-410-000000 | SPECIALTY SWIM PROGRAMS      |                                           | \$ 43.16        |
| CHECK TOTAL FOR CHECK NUMBER 189413                        |               |                                |                |              |                     |                     |                      |                              |                                           | \$ 195.16       |
| 189414; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                           |                 |
|                                                            | 5910          | KONICA MINOLTA BUSINESS SOLUTI | 546728502      | 01/13/2025   | PARKS & RECREATION  |                     | 461-57012-451-000000 | OFFICE EQUIPMENT MAINTENANCE | Konica Contract                           | \$ 381.22       |
| CHECK TOTAL FOR CHECK NUMBER 189414                        |               |                                |                |              |                     |                     |                      |                              |                                           | \$ 381.22       |
| 189415; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                           |                 |
|                                                            | 5921          | FLEX MADE EASY                 | LIB JAN 2025   | 01/31/2025   | FINANCE             |                     | 100-55044-140-000000 | MISCELLANEOUS FEES           | 8 Participants @ \$4 ea. \$32             | \$ 50.00        |
| CHECK TOTAL FOR CHECK NUMBER 189415                        |               |                                |                |              |                     |                     |                      |                              |                                           | \$ 50.00        |
| 189416; 02/07/2025; Cleared; 02/07/2025                    |               |                                |                |              |                     |                     |                      |                              |                                           |                 |
|                                                            | 6085          | BRIXMOR SPE 5 LLC              | FEB2025        | 02/05/2025   | NONE                |                     | 605-55044-618-000000 | MISCELLANEOUS FEES           | FEB 2025 PYMT                             | \$ 24,160.34    |
|                                                            | 6085          | BRIXMOR SPE 5 LLC              | FEB2025        | 02/05/2025   | NONE                |                     | 605-55008-618-000000 | ADMINISTRATIVE FEES          | FEB ADMIN FEE                             | \$ 269.50       |
|                                                            | 6085          | BRIXMOR SPE 5 LLC              | FEB2025        | 02/05/2025   | NONE                |                     | 100-48028-000-000000 | TIF ADMINISTRATIVE FEE       | FEB ADMIN FEE                             | \$ (269.50)     |
| CHECK TOTAL FOR CHECK NUMBER 189416                        |               |                                |                |              |                     |                     |                      |                              |                                           | \$ 24,160.34    |
| 189417; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                              |                                           |                 |
| Streets Dept. Employee Appreciation Lunch                  | 6115          | HY-VEE FOOD                    | 7523613        | 01/17/2025   | HR & RISK MGMT      |                     | 100-59026-140-000000 | MISCELLANEOUS EXPENSES       | Streets Dept. Employee Appreciation Lunch | \$ 569.27       |
| CHECK TOTAL FOR CHECK NUMBER 189417                        |               |                                |                |              |                     |                     |                      |                              |                                           | \$ 569.27       |

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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 |               |                                |                |              |                     |                     |                       |                      |                          |                 |
| 189418; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                      |                          |                 |
|                                                            | 6175          | MO VOCATIONAL ENTERPRISES      | 696883 RI      | 01/30/2025   | PARKS & RECREATION  |                     | 100-55044-482-0000 00 | MISCELLANEOUS FEES   | License Plates - 322     | \$ 30.50        |
| CHECK TOTAL FOR CHECK NUMBER 189418                        |               |                                |                |              |                     |                     |                       |                      |                          | \$ 30.50        |
| 189419; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                      |                          |                 |
|                                                            | 6196          | AMERIGLASS CLEANING INC        | 194000         | 02/03/2025   | FIRE                |                     | 100-57019-300-0000 00 | BUILDING MAINTENANCE | Fire window cleaning     | \$ 80.00        |
| CHECK TOTAL FOR CHECK NUMBER 189419                        |               |                                |                |              |                     |                     |                       |                      |                          | \$ 80.00        |
| 189420; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                      |                          |                 |
| Aviara Development                                         | 6287          | ROUSE FRETS WHITE GOSS GENTILE | 100081111      | 11/25/2024   | ECO/DEVO SALES TAX  |                     | 354-55005-110-0000 00 | LEGAL FEES           | Aviara Development Legal | \$ 408.00       |
| CHECK TOTAL FOR CHECK NUMBER 189420                        |               |                                |                |              |                     |                     |                       |                      |                          | \$ 408.00       |
| 189421; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                      |                          |                 |
|                                                            | 6305          | HELGET GAS PRODUCTS            | 0002300672     | 01/31/2025   | FIRE                |                     | 100-53009-302-0000 00 | CHEMICALS            | Fire oxygen              | \$ 37.95        |
| CHECK TOTAL FOR CHECK NUMBER 189421                        |               |                                |                |              |                     |                     |                       |                      |                          | \$ 37.95        |
| 189422; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                      |                          |                 |
|                                                            | 6324          | VECTOR SOLUTIONS               | INV110701      | 02/06/2025   | POLICE              |                     | 100-57030-512-0000 00 | SOFTWARE MAINTENANCE | Vector Solutions Bundles | \$ 9,345.93     |
| CHECK TOTAL FOR CHECK NUMBER 189422                        |               |                                |                |              |                     |                     |                       |                      |                          | \$ 9,345.93     |

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City of Liberty  
AP List Checks Invoices

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|--------------------------------------------------------------|---------------|-----------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------|---------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE   |               |                             |                |              |                     |                     |                      |                        |                           |                 |
| 189423; 02/07/2025; Outstanding; null                        |               |                             |                |              |                     |                     |                      |                        |                           |                 |
|                                                              | 6333          | PROFESSIONAL PEST SOLUTIONS | 13860          | 01/30/2025   | FIRE                |                     | 100-55025-300-000000 | PEST CONTROL/MOPS      | Fire pest control         | \$ 30.00        |
|                                                              | 6333          | PROFESSIONAL PEST SOLUTIONS | 13858          | 01/30/2025   | FIRE                |                     | 100-55025-300-000000 | PEST CONTROL/MOPS      | Fire pest control         | \$ 30.00        |
|                                                              | 6333          | PROFESSIONAL PEST SOLUTIONS | 13859          | 01/30/2025   | FIRE                |                     | 100-55025-300-000000 | PEST CONTROL/MOPS      | Fire pest control         | \$ 30.00        |
|                                                              | 6333          | PROFESSIONAL PEST SOLUTIONS | 13864          | 01/30/2025   | ANIMAL CONTROL      |                     | 100-57019-165-000000 | BUILDING MAINTENANCE   | pest control              | \$ 60.00        |
|                                                              | 6333          | PROFESSIONAL PEST SOLUTIONS | 13865          | 01/30/2025   | PARKS & RECREATION  |                     | 461-59026-451-000000 | MISCELLANEOUS EXPENSES | Pest Control              | \$ 150.00       |
|                                                              | 6333          | PROFESSIONAL PEST SOLUTIONS | 13861          | 01/30/2025   | PUBLIC WORKS        |                     | 100-57019-203-000000 | BUILDING MAINTENANCE   | ST Pest Control Jan. 2025 | \$ 43.00        |
| CHECK TOTAL FOR CHECK NUMBER 189423                          |               |                             |                |              |                     |                     |                      |                        |                           | \$ 343.00       |
| 189424; 02/07/2025; Outstanding; null                        |               |                             |                |              |                     |                     |                      |                        |                           |                 |
|                                                              | 6369          | FISH WINDOW CLEANING        | 2642-96480     | 02/04/2025   | ANIMAL CONTROL      |                     | 100-57019-165-000000 | BUILDING MAINTENANCE   | window cleaning           | \$ 80.00        |
| CHECK TOTAL FOR CHECK NUMBER 189424                          |               |                             |                |              |                     |                     |                      |                        |                           | \$ 80.00        |
| 189425; 02/07/2025; Outstanding; null                        |               |                             |                |              |                     |                     |                      |                        |                           |                 |
| Baseball/Softball/Tball Uniforms and Hats, Basketball Unifor | 6668          | CUSTOM GRAPHICS LLC         | 2283           | 12/11/2024   | PARKS & REC-PO      |                     | 461-53003-451-000000 | RECREATION SUPPLIES    | Sports Apparel            | \$ 576.00       |
| Baseball/Softball/Tball Uniforms and Hats, Basketball Unifor | 6668          | CUSTOM GRAPHICS LLC         | 2344           | 01/24/2025   | PARKS & REC-PO      |                     | 461-53003-451-000000 | RECREATION SUPPLIES    | Sports Apparel            | \$ 40.50        |
| CHECK TOTAL FOR CHECK NUMBER 189425                          |               |                             |                |              |                     |                     |                      |                        |                           | \$ 616.50       |
| 189426; 02/07/2025; Outstanding; null                        |               |                             |                |              |                     |                     |                      |                        |                           |                 |
|                                                              | 6687          | SERENITY ON THE SQUARE      | 012025         | 01/29/2025   | HR & RISK MGMT      |                     | 100-55035-165-000000 | OTHER FEES             | Animal Control Services   | \$ 200.00       |
| CHECK TOTAL FOR CHECK NUMBER 189426                          |               |                             |                |              |                     |                     |                      |                        |                           | \$ 200.00       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|------------------------|----------------|--------------|---------------------|---------------------|--------------------------|--------------------------|-------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                        |                |              |                     |                     |                          |                          |                                           |                 |
| 189427; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                          |                          |                                           |                 |
|                                                            | 6703          | LIBERTY SOLAR, LLC     | 67             | 02/01/2025   | NONE                |                     | 461-56000-451-0000<br>00 | ELECTRIC                 | SOLAR SERVICES                            | \$ 2,881.96     |
|                                                            | 6703          | LIBERTY SOLAR, LLC     | 67             | 02/01/2025   | NONE                |                     | 590-56000-802-0000<br>00 | ELECTRIC                 | SOLAR SERVICES                            | \$ 7,335.33     |
|                                                            | 6703          | LIBERTY SOLAR, LLC     | 67             | 02/01/2025   | NONE                |                     | 591-56000-902-0000<br>00 | ELECTRIC                 | SOLAR SERVICES                            | \$ 819.71       |
| CHECK TOTAL FOR CHECK NUMBER 189427                        |               |                        |                |              |                     |                     |                          |                          |                                           | \$ 11,037.00    |
| 189428; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                          |                          |                                           |                 |
|                                                            | 6763          | MICHAEL S WIENANDS     | 2/4/25         | 01/31/2025   | PARKS & RECREATION  |                     | 465-55058-410-0000<br>00 | PRIVATE SWIMMING LESSONS |                                           | \$ 342.00       |
|                                                            | 6763          | MICHAEL S WIENANDS     | 2/4/25         | 01/31/2025   | PARKS & RECREATION  |                     | 465-55060-410-0000<br>00 | SPECIALTY SWIM PROGRAMS  |                                           | \$ 20.00        |
| CHECK TOTAL FOR CHECK NUMBER 189428                        |               |                        |                |              |                     |                     |                          |                          |                                           | \$ 362.00       |
| 189429; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                          |                          |                                           |                 |
|                                                            | 7633          | DLT SOLUTIONS INC      | 5272394A       | 01/28/2025   | TECH & LOGISTICS    |                     | 100-57030-170-0000<br>00 | SOFTWARE MAINTENANCE     | AutoCAD Software Maintenance (2 licenses) | \$ 1,414.52     |
| CHECK TOTAL FOR CHECK NUMBER 189429                        |               |                        |                |              |                     |                     |                          |                          |                                           | \$ 1,414.52     |
| 189430; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                          |                          |                                           |                 |
|                                                            | 8355          | CENTRAL JACKSON CO FPD | TC25-032       | 02/04/2025   | FIRE                |                     | 100-53017-303-0000<br>00 | CPR TRAINING SUPPLIES    | Fire CPR cards                            | \$ 880.00       |
| CHECK TOTAL FOR CHECK NUMBER 189430                        |               |                        |                |              |                     |                     |                          |                          |                                           | \$ 880.00       |
| 189431; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                          |                          |                                           |                 |
|                                                            | 8397          | REPUBLIC SERVICES #468 | JAN 2025       | 01/31/2025   | NONE                |                     | 595-55032-205-0000<br>00 | REFUSE COLLECTION FEES   | Solid Waste Collection                    | \$ 132,325.83   |
|                                                            | 8397          | REPUBLIC SERVICES #468 | JAN 2025       | 01/31/2025   | NONE                |                     | 595-55032-205-0000<br>00 | REFUSE COLLECTION FEES   | Recycling Collection                      | \$ 39,921.70    |
| CHECK TOTAL FOR CHECK NUMBER 189431                        |               |                        |                |              |                     |                     |                          |                          |                                           | \$ 172,247.53   |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-------------------|----------------|--------------|---------------------|---------------------|----------------------|--------------------------|-----------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                   |                |              |                     |                     |                      |                          |                       |                 |
| 189432; 02/07/2025; Outstanding; null                      |               |                   |                |              |                     |                     |                      |                          |                       |                 |
|                                                            | 8861          | FERRELL GAS       | 1129467215     | 01/27/2025   | PUBLIC WORKS        |                     | 100-53000-203-000000 | GENERAL SUPPLIES         | St Fuel               | \$ 90.93        |
| CHECK TOTAL FOR CHECK NUMBER 189432                        |               |                   |                |              |                     |                     |                      |                          |                       | \$ 90.93        |
| 189433; 02/07/2025; Outstanding; null                      |               |                   |                |              |                     |                     |                      |                          |                       |                 |
|                                                            | 8879          | ISABELLA PAOLETTI | 02/04/2025     | 02/05/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS |                       | \$ 120.00       |
|                                                            | 8879          | ISABELLA PAOLETTI | 02/04/2025     | 02/05/2025   | PARKS & RECREATION  |                     | 465-55054-410-000000 | SWIM TEAM BASICS         |                       | \$ 25.00        |
|                                                            | 8879          | ISABELLA PAOLETTI | 02/04/2025     | 02/05/2025   | PARKS & RECREATION  |                     | 465-55060-410-000000 | SPECIALTY SWIM PROGRAMS  |                       | \$ 20.00        |
| CHECK TOTAL FOR CHECK NUMBER 189433                        |               |                   |                |              |                     |                     |                      |                          |                       | \$ 165.00       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-------------|----------------|--------------|---------------------|---------------------|-----------------------|----------------------|-----------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |             |                |              |                     |                     |                       |                      |                       |                 |
| 189434; 02/07/2025; Outstanding; null                      |               |             |                |              |                     |                     |                       |                      |                       |                 |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 100-56007-170-0000 00 | MOBILE PHONES        | verizon - IT          | \$ 5,860.82     |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 100-57018-511-00000 0 | MISC EQUIPMENT MAINT | PD                    | \$ 805.70       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 100-56007-302-0000 00 | MOBILE PHONES        | Fire (EMS)            | \$ 480.38       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 460-56007-400-0000 00 | MOBILE PHONES        | Parks (Admin)         | \$ 321.78       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 100-56007-480-0000 00 | MOBILE PHONES        | Parks (ComSvc)        | \$ 54.63        |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 465-56007-420-0000 00 | MOBILE PHONES        | Parks (LCC)           | \$ 261.15       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 460-56007-403-0000 00 | MOBILE PHONES        | Parks (Maint)         | \$ 108.26       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 461-56007-451-0000 00 | MOBILE PHONES        | Parks (Sports)        | \$ 453.67       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON     | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 100-56007-482-0000 00 | MOBILE PHONES        | Parks (Trans)         | \$ 262.02       |

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City of Liberty  
AP List Checks Invoices

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                     |                |              |                     |                     |                       |                     |                                     |                 |
| 189434; 02/07/2025; Outstanding; null                      |               |                     |                |              |                     |                     |                       |                     |                                     |                 |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON             | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 591-56007-903-0000 00 | MOBILE PHONES       | Wastewater (Admin)                  | \$ 94.30        |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON             | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 591-56007-131-00000 0 | MOBILE PHONES       | Utilities/Wastewater (Util Billing) | \$ 581.15       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON             | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 591-56007-901-0000 00 | MOBILE PHONES       | Wastewater (Maint)                  | \$ 1,175.74     |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON             | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 591-56007-902-0000 00 | MOBILE PHONES       | Wastewater (Treat)                  | \$ 465.20       |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON             | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 590-56007-803-0000 00 | MOBILE PHONES       | Water (Supply) Admin                | \$ 53.63        |
| Split across accounts according to the attached breakdown  | 8933          | VERIZON             | 6103204290     | 01/09/2025   | TECH & LOGISTICS    |                     | 590-56007-802-0000 00 | MOBILE PHONES       | Water (Supply)                      | \$ 536.69       |
| CHECK TOTAL FOR CHECK NUMBER 189434                        |               |                     |                |              |                     |                     |                       |                     |                                     | \$ 11,515.12    |
| 189435; 02/07/2025; Outstanding; null                      |               |                     |                |              |                     |                     |                       |                     |                                     |                 |
|                                                            | 999999        | GABRIEL & ANNE BOWE | 210-2285-00-04 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 00 | WATER REFUNDS       | WATER REFUND                        | \$ 28.46        |
| CHECK TOTAL FOR CHECK NUMBER 189435                        |               |                     |                |              |                     |                     |                       |                     |                                     | \$ 28.46        |
| 189436; 02/07/2025; Outstanding; null                      |               |                     |                |              |                     |                     |                       |                     |                                     |                 |
|                                                            | 999999        | CHUNG CAM           | 211-1240-00-07 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 00 | WATER REFUNDS       | Water Refund                        | \$ 144.47       |
| CHECK TOTAL FOR CHECK NUMBER 189436                        |               |                     |                |              |                     |                     |                       |                     |                                     | \$ 144.47       |

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City of Liberty  
AP List Checks Invoices

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                        |                |              |                     |                     |                    |                     |                       |                 |
| 189437; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | MICHAEL FLEMING        | 214-5650-00-07 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 146.48       |
| CHECK TOTAL FOR CHECK NUMBER 189437                        |               |                        |                |              |                     |                     |                    |                     |                       | \$ 146.48       |
| 189438; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | SANDRA LITTLE          | 216-4330-00-03 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 144.47       |
| CHECK TOTAL FOR CHECK NUMBER 189438                        |               |                        |                |              |                     |                     |                    |                     |                       | \$ 144.47       |
| 189439; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | MAX HAMILTON           | 216-5025-00-02 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 29.57        |
| CHECK TOTAL FOR CHECK NUMBER 189439                        |               |                        |                |              |                     |                     |                    |                     |                       | \$ 29.57        |
| 189440; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | SHERRI & RICK MCGEE    | 221-7310-00-01 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 65.62        |
| CHECK TOTAL FOR CHECK NUMBER 189440                        |               |                        |                |              |                     |                     |                    |                     |                       | \$ 65.62        |
| 189441; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | ROMEO HOMES KANSAS LLC | 221-8910-00-09 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 94.65        |
| CHECK TOTAL FOR CHECK NUMBER 189441                        |               |                        |                |              |                     |                     |                    |                     |                       | \$ 94.65        |
| 189442; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | JENNIFER RICHARDSON    | 226-0260-00-04 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 19.00        |
| CHECK TOTAL FOR CHECK NUMBER 189442                        |               |                        |                |              |                     |                     |                    |                     |                       | \$ 19.00        |
| 189443; 02/07/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | SHEILA SCHOUTEN        | 226-0695-00-03 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 10.85        |
| CHECK TOTAL FOR CHECK NUMBER 189443                        |               |                        |                |              |                     |                     |                    |                     |                       | \$ 10.85        |

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City of Liberty  
AP List Checks Invoices

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                    |                     |                       |                 |
| 189444; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | YUMMY DONUTS PALACE            | 226-1120-00-03 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 12.74        |
| CHECK TOTAL FOR CHECK NUMBER 189444                        |               |                                |                |              |                     |                     |                    |                     |                       | \$ 12.74        |
| 189445; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | JASON HA                       | 233-0280-00-10 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 34.43        |
| CHECK TOTAL FOR CHECK NUMBER 189445                        |               |                                |                |              |                     |                     |                    |                     |                       | \$ 34.43        |
| 189446; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | ETHAN MCGILL & JORDYN BOURDO   | 233-0305-00-14 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 126.82       |
| CHECK TOTAL FOR CHECK NUMBER 189446                        |               |                                |                |              |                     |                     |                    |                     |                       | \$ 126.82       |
| 189447; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | NATALIE WOOD & TRISTAN HENSLEY | 233-2465-00-19 | 01/30/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 133.25       |
| CHECK TOTAL FOR CHECK NUMBER 189447                        |               |                                |                |              |                     |                     |                    |                     |                       | \$ 133.25       |
| 189448; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | ALEX & CHELSEA AMES            | 233-4125-00-10 | 01/30/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 5.46         |
| CHECK TOTAL FOR CHECK NUMBER 189448                        |               |                                |                |              |                     |                     |                    |                     |                       | \$ 5.46         |
| 189449; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | WEST GRANITE HOMES LLC         | 233-7120-00-11 | 01/30/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 79.95        |
| CHECK TOTAL FOR CHECK NUMBER 189449                        |               |                                |                |              |                     |                     |                    |                     |                       | \$ 79.95        |
| 189450; 02/07/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                    |                     |                       |                 |
|                                                            | 999999        | LAUREN CULEY                   | 233-7383-00-02 | 01/30/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS       | WATER REFUND          | \$ 65.78        |
| CHECK TOTAL FOR CHECK NUMBER 189450                        |               |                                |                |              |                     |                     |                    |                     |                       | \$ 65.78        |

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

City of Liberty  
AP List Checks Invoices

| SPECIAL INFORMATION                                        | VENDOR NUMBER | VENDOR NAME               | INVOICE NUMBER | INVOICE DATE | APPROVAL DEPARTMENT | INVOICE DESCRIPTION | ACCOUNT NUMBER     | ACCOUNT DESCRIPTION            | LINE ITEM DESCRIPTION                         | LINE ITEM VALUE |
|------------------------------------------------------------|---------------|---------------------------|----------------|--------------|---------------------|---------------------|--------------------|--------------------------------|-----------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                           |                |              |                     |                     |                    |                                |                                               |                 |
| 189451; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                    |                                |                                               |                 |
|                                                            | 999999        | COLIN GLICK               | 233-7415-00-04 | 01/30/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS                  | WATER REFUND                                  | \$ 52.84        |
| CHECK TOTAL FOR CHECK NUMBER 189451                        |               |                           |                |              |                     |                     |                    |                                |                                               | \$ 52.84        |
| 189452; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                    |                                |                                               |                 |
|                                                            | 999999        | Catherine's Dance Studio  | 2338092        | 01/31/2025   | PARKS & RECREATION  |                     | 465-44055-000-0000 | MEETING ROOM RENTAL            | Security Payment - remaining balance returned | \$ 1,000.00     |
| CHECK TOTAL FOR CHECK NUMBER 189452                        |               |                           |                |              |                     |                     |                    |                                |                                               | \$ 1,000.00     |
| 189453; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                    |                                |                                               |                 |
|                                                            | 999999        | MATTHEW ROSE              | 238-1080-00-02 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS                  | WATER REFUND                                  | \$ 108.75       |
| CHECK TOTAL FOR CHECK NUMBER 189453                        |               |                           |                |              |                     |                     |                    |                                |                                               | \$ 108.75       |
| 189454; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                    |                                |                                               |                 |
|                                                            | 999999        | DAVID CREMEANS            | 245-0955-00-01 | 01/29/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS                  | WATER REFUND                                  | \$ 48.88        |
| CHECK TOTAL FOR CHECK NUMBER 189454                        |               |                           |                |              |                     |                     |                    |                                |                                               | \$ 48.88        |
| 189455; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                    |                                |                                               |                 |
|                                                            | 999999        | Tim McMillian             | 316FRANKLIN    | 02/05/2025   | NONE                |                     | 100-24010-000-0000 | INSURANCE PAYBLE - FIRE DAMAGE | 316 E FRANKLIN                                | \$ 61,136.01    |
| CHECK TOTAL FOR CHECK NUMBER 189455                        |               |                           |                |              |                     |                     |                    |                                |                                               | \$ 61,136.01    |
| 189456; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                    |                                |                                               |                 |
|                                                            | 999999        | SONNE'S ORGANIC FOODS INC | 351-4125-00-03 | 01/30/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS                  | WATER REFUND                                  | \$ 277.50       |
| CHECK TOTAL FOR CHECK NUMBER 189456                        |               |                           |                |              |                     |                     |                    |                                |                                               | \$ 277.50       |
| 189457; 02/07/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                    |                                |                                               |                 |
|                                                            | 999999        | EMERY SAPP & SONS INC     | 354-0016-00-01 | 01/22/2025   | UTILITY BILLING     |                     | 590-20019-000-0000 | WATER REFUNDS                  | WATER REFUND                                  | \$ 865.47       |
| CHECK TOTAL FOR CHECK NUMBER 189457                        |               |                           |                |              |                     |                     |                    |                                |                                               | \$ 865.47       |

\*\*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 |               |             |                |              |                     |                     |                |                     |                       |                 |
| Grand Total:                                               |               |             |                |              |                     |                     |                |                     |                       | \$ 1,232,128.60 |

Notes :

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

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

**FEBRUARY 14, 2025**

City of Liberty  
AP List Checks Invoices

Check Type: All; Check Date between: 02/13/2025 and 02/14/2025;

| 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 |               |                                |                |              |                     |                     |                       |                       |                                  |                 |
| 189458; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                       |                                  |                 |
|                                                            | 12            | R. JOEL REINOEHL               | AT0023         | 02/11/2025   | PARKS & RECREATION  |                     | 461-55044-451-0000 00 | MISCELLANEOUS FEES    | Adam's Toyota Banner Sponsorship | \$ 406.09       |
|                                                            | 12            | R. JOEL REINOEHL               | AT0023         | 02/11/2025   | PARKS & RECREATION  |                     | 465-55043-420-0000 00 | SPONSORSHIPS          | Adam's Toyota Banner Sponsorship | \$ 131.20       |
|                                                            | 12            | R. JOEL REINOEHL               | AT0023         | 02/11/2025   | PARKS & RECREATION  |                     | 460-55041-400-0000 00 | CONTRACT LABOR        | Adam's Toyota Banner Sponsorship | \$ 87.46        |
|                                                            | 12            | R. JOEL REINOEHL               | OH04           | 02/12/2025   | PARKS & RECREATION  |                     | 461-55044-451-0000 00 | MISCELLANEOUS FEES    | One Hour HVAC Banner Sponsorship | \$ 312.81       |
|                                                            | 12            | R. JOEL REINOEHL               | OH04           | 02/12/2025   | PARKS & RECREATION  |                     | 465-55043-420-0000 00 | SPONSORSHIPS          | One Hour HVAC Banner Sponsorship | \$ 101.06       |
|                                                            | 12            | R. JOEL REINOEHL               | OH04           | 02/12/2025   | PARKS & RECREATION  |                     | 460-55041-400-0000 00 | CONTRACT LABOR        | One Hour HVAC Banner Sponsorship | \$ 67.38        |
| CHECK TOTAL FOR CHECK NUMBER 189458                        |               |                                |                |              |                     |                     |                       |                       |                                  | \$ 1,106.00     |
| 189459; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                       |                                  |                 |
| City-Wide Custodial Supplies                               | 81            | BRADY INDUSTRIES OF KANSAS LLC | 9734663        | 02/06/2025   | PARKS & REC-PO      |                     | 100-53008-160-0000 00 | MAINTENANCE MATERIALS | City-Wide Custodial Supplies     | \$ 1,167.38     |
| CHECK TOTAL FOR CHECK NUMBER 189459                        |               |                                |                |              |                     |                     |                       |                       |                                  | \$ 1,167.38     |
| 189460; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                       |                                  |                 |
| City-Wide Custodial Supplies                               | 81            | BRADY INDUSTRIES OF KANSAS LLC | 9743770        | 02/10/2025   | PARKS & REC-PO      |                     | 100-53008-160-0000 00 | MAINTENANCE MATERIALS | City-Wide Custodial Supplies     | \$ 135.76       |
| CHECK TOTAL FOR CHECK NUMBER 189460                        |               |                                |                |              |                     |                     |                       |                       |                                  | \$ 135.76       |
| 189461; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                       |                                  |                 |
|                                                            | 84            | QUALITY PLUMBING, INC.         | 70899261       | 12/12/2024   | UTILITIES           |                     | 591-57019-902-0000 00 | BUILDING MAINTENANCE  | WWTP - Repair Piping             | \$ 1,058.82     |
|                                                            | 84            | QUALITY PLUMBING, INC.         | 70656203       | 12/05/2024   | UTILITIES           |                     | 590-57019-801-0000 00 | BUILDING MAINTENANCE  | Replace Water Fountain           | \$ 1,589.92     |
|                                                            | 84            | QUALITY PLUMBING, INC.         | 70656203       | 12/05/2024   | UTILITIES           |                     | 591-57019-901-00000 0 | BUILDING MAINTENANCE  | Replace Water Fountain           | \$ 1,589.92     |
| CHECK TOTAL FOR CHECK NUMBER 189461                        |               |                                |                |              |                     |                     |                       |                       |                                  | \$ 4,238.66     |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|----------------------|----------------------|------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                      |                      |                                    |                 |
| 189462; 02/14/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                      |                                    |                 |
|                                                            | 93            | VIRTRU CORPORATION            | INV-132586     | 02/11/2025   | TECH & LOGISTICS    |                     | 100-57030-170-000000 | SOFTWARE MAINTENANCE | virtru addon                       | \$ 127.18       |
| CHECK TOTAL FOR CHECK NUMBER 189462                        |               |                               |                |              |                     |                     |                      |                      |                                    | \$ 127.18       |
| 189463; 02/14/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                      |                                    |                 |
|                                                            | 95            | CYCLONE INC                   | 43098          | 07/31/2024   | FIRE                |                     | 100-57019-300-000000 | BUILDING MAINTENANCE | Portable toilet for training tower | \$ 90.00        |
| CHECK TOTAL FOR CHECK NUMBER 189463                        |               |                               |                |              |                     |                     |                      |                      |                                    | \$ 90.00        |
| 189464; 02/14/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                      |                                    |                 |
|                                                            | 153           | CHAMBER OF COMMERCE           | 37950          | 02/04/2025   | POLICE              |                     | 100-54001-501-000000 | REGISTRATION FEES    | Leadership Liberty Participant     | \$ 650.00       |
| CHECK TOTAL FOR CHECK NUMBER 189464                        |               |                               |                |              |                     |                     |                      |                      |                                    | \$ 650.00       |
| 189465; 02/14/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                      |                                    |                 |
|                                                            | 161           | LAW OFFICE OF MARY M PARRISH  | 16023          | 01/31/2025   | PROSECUTOR          |                     | 100-55005-115-000000 | LEGAL FEES           | January 2025 Legal Fees            | \$ 500.00       |
| CHECK TOTAL FOR CHECK NUMBER 189465                        |               |                               |                |              |                     |                     |                      |                      |                                    | \$ 500.00       |
| 189466; 02/14/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                      |                                    |                 |
|                                                            | 186           | PRIDE CLEANERS MJV-A LLC      | 168997-013125  | 01/31/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES    | Jail Laundry                       | \$ 81.48        |
|                                                            | 186           | PRIDE CLEANERS MJV-A LLC      | 333472-013125  | 01/31/2025   | POLICE              |                     | 100-59014-501-000000 | CLOTHING EXPENSES    | Uniform Cleaning                   | \$ 281.00       |
| CHECK TOTAL FOR CHECK NUMBER 189466                        |               |                               |                |              |                     |                     |                      |                      |                                    | \$ 362.48       |
| 189467; 02/14/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                      |                                    |                 |
|                                                            | 205           | POLICE EXECUTIVE RESEARCH FOR | 28255          | 01/27/2025   | POLICE              |                     | 100-59013-501-000000 | MEMBERSHIP DUES      | PERF Membership Due (Chief)        | \$ 250.00       |
| CHECK TOTAL FOR CHECK NUMBER 189467                        |               |                               |                |              |                     |                     |                      |                      |                                    | \$ 250.00       |

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|------------------------------------------------------------|---------------|------------------------------|----------------|--------------|---------------------|---------------------|----------------------|----------------------|----------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                              |                |              |                     |                     |                      |                      |                                        |                 |
| 189468; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                      |                                        |                 |
| includes prepaid - 100-14001-000-0000                      | 283           | ZOHO CORPORATION             | 5020007247     | 02/07/2025   | IT-CONTRACT         |                     | 100-57030-170-000000 | SOFTWARE MAINTENANCE | log360 renewal maint - 2025            | \$ 7,915.83     |
| includes prepaid - 100-14001-000-0000                      | 283           | ZOHO CORPORATION             | 5020007247     | 02/07/2025   | IT-CONTRACT         |                     | 100-14001-000-000000 | OTHER PREPAYMENTS    | Prepay 2026                            | \$ 1,583.17     |
| CHECK TOTAL FOR CHECK NUMBER 189468                        |               |                              |                |              |                     |                     |                      |                      |                                        | \$ 9,499.00     |
| 189469; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                      |                                        |                 |
|                                                            | 314           | RICOH USA, INC               | 5070867189     | 02/01/2025   | FIRE                |                     | 100-53031-300-000000 | COPIER LEASE & USAGE | Fire copier usage                      | \$ 217.06       |
| CHECK TOTAL FOR CHECK NUMBER 189469                        |               |                              |                |              |                     |                     |                      |                      |                                        | \$ 217.06       |
| 189470; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                      |                                        |                 |
|                                                            | 338           | PREMIER TRUCK GROUP OF KC    | 805253290      | 02/06/2025   | UTILITIES           |                     | 591-57009-901-000000 | VEHICLE MAINTENANCE  | Battery - #185                         | \$ 165.16       |
| CHECK TOTAL FOR CHECK NUMBER 189470                        |               |                              |                |              |                     |                     |                      |                      |                                        | \$ 165.16       |
| 189471; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                      |                                        |                 |
|                                                            | 367           | CLINICAL COUNSELING ASSOC    | AUG.29, 2024   | 08/29/2024   | FIRE                |                     | 100-54004-303-000000 | TRAINING COSTS       | Clinical Counseling                    | \$ 360.00       |
| CHECK TOTAL FOR CHECK NUMBER 189471                        |               |                              |                |              |                     |                     |                      |                      |                                        | \$ 360.00       |
| 189472; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                      |                                        |                 |
|                                                            | 377           | JACKSON LEWIS PC             | 8698446        | 01/27/2025   | MULTI               |                     | 100-55005-302-000000 | LEGAL FEES           | Attorney Fees- Fire Amount             | \$ 3,971.10     |
|                                                            | 377           | JACKSON LEWIS PC             | 8698446        | 01/27/2025   | MULTI               |                     | 100-55005-501-000000 | LEGAL FEES           | Police                                 | \$ 306.90       |
| CHECK TOTAL FOR CHECK NUMBER 189472                        |               |                              |                |              |                     |                     |                      |                      |                                        | \$ 4,278.00     |
| 189473; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                      |                                        |                 |
|                                                            | 440           | NORTHLAND SYMPHONY ORCHESTRA | 1              | 02/02/2025   | TRANSIENT GUEST TAX |                     | 244-55035-119-000000 | OTHER FEES           | Mini Grant Winter 2025 Youth Ensembles | \$ 1,000.00     |
| CHECK TOTAL FOR CHECK NUMBER 189473                        |               |                              |                |              |                     |                     |                      |                      |                                        | \$ 1,000.00     |

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AP List Checks Invoices

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|------------------------------------------------------------|---------------|------------------------------|----------------|--------------|---------------------|---------------------|-----------------------|-----------------------|-----------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                              |                |              |                     |                     |                       |                       |                                               |                 |
| 189474; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                       |                                               |                 |
|                                                            | 440           | NORTHLAND SYMPHONY ORCHESTRA | 2344372        | 02/09/2025   | PARKS & RECREATION  |                     | 465-44055-000-0000 00 | MEETING ROOM RENTAL   | Security Payment - remaining balance returned | \$ 1,000.00     |
| CHECK TOTAL FOR CHECK NUMBER 189474                        |               |                              |                |              |                     |                     |                       |                       |                                               | \$ 1,000.00     |
| 189475; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                       |                                               |                 |
|                                                            | 461           | ITPIPES OPCO LLC             | B2428          | 01/31/2025   | UTILITIES           |                     | 591-57030-901-0000 00 | SOFTWARE MAINTENANCE  | Software Subscription Renewal                 | \$ 14,750.00    |
| CHECK TOTAL FOR CHECK NUMBER 189475                        |               |                              |                |              |                     |                     |                       |                       |                                               | \$ 14,750.00    |
| 189476; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                       |                                               |                 |
|                                                            | 468           | NEXTRAN TRUCK CENTERS        | 279079P        | 02/05/2025   | UTILITIES           |                     | 592-70020-801-0000 00 | CONSTRUCTION CONTRACT | Mississippi St Project                        | \$ 92.70        |
| CHECK TOTAL FOR CHECK NUMBER 189476                        |               |                              |                |              |                     |                     |                       |                       |                                               | \$ 92.70        |
| 189477; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                       |                                               |                 |
|                                                            | 487           | TOYS FOR TRUCKS, INC         | INV921327      | 02/04/2025   | POLICE              |                     | 100-57009-501-0000 00 | VEHICLE MAINTENANCE   | 210 Graphics                                  | \$ 444.10       |
| CHECK TOTAL FOR CHECK NUMBER 189477                        |               |                              |                |              |                     |                     |                       |                       |                                               | \$ 444.10       |
| 189478; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                       |                                               |                 |
|                                                            | 498           | ADAMS MUFFLER                | I021601        | 02/05/2025   | POLICE              |                     | 100-57009-501-0000 00 | VEHICLE MAINTENANCE   | 232 Resonators                                | \$ 300.00       |
| CHECK TOTAL FOR CHECK NUMBER 189478                        |               |                              |                |              |                     |                     |                       |                       |                                               | \$ 300.00       |
| 189479; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                       |                       |                                               |                 |
|                                                            | 594           | KEEPER SECURITY, INC         | INV367209      | 02/03/2025   | IT-CONTRACT         |                     | 100-57030-170-0000 00 | SOFTWARE MAINTENANCE  | keeper add-on maint coterm                    | \$ 6,872.93     |
|                                                            | 594           | KEEPER SECURITY, INC         | INV367209      | 02/03/2025   | IT-CONTRACT         |                     | 100-14001-000-0000 00 | OTHER PREPAYMENTS     | Prepay 2026                                   | \$ 7,497.74     |
|                                                            | 594           | KEEPER SECURITY, INC         | INV367209      | 02/03/2025   | IT-CONTRACT         |                     | 100-14001-000-0000 00 | OTHER PREPAYMENTS     | Prepay 2027                                   | \$ 6,872.93     |
| CHECK TOTAL FOR CHECK NUMBER 189479                        |               |                              |                |              |                     |                     |                       |                       |                                               | \$ 21,243.60    |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------------|----------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                         |                |              |                     |                     |                      |                           |                                        |                 |
| 189480; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                      |                           |                                        |                 |
|                                                            | 610           | FNF PETROLEUM           | IFNF18429      | 02/05/2025   | PARKS & RECREATION  |                     | 461-57001-451-00000  | VEHICLE FUEL              | FNF Petroleum fuel tank setup and fuel | \$ 2,829.52     |
| CHECK TOTAL FOR CHECK NUMBER 189480                        |               |                         |                |              |                     |                     |                      |                           |                                        | \$ 2,829.52     |
| 189481; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                      |                           |                                        |                 |
|                                                            | 614           | JIMMY GIBBS             | 2/18-2/21/25   | 02/07/2025   | FINANCE             |                     | 460-54003-400-00000  | MEALS PER DIEM            | MPRA Conf                              | \$ 163.00       |
| CHECK TOTAL FOR CHECK NUMBER 189481                        |               |                         |                |              |                     |                     |                      |                           |                                        | \$ 163.00       |
| 189482; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                      |                           |                                        |                 |
|                                                            | 615           | ERIKA BRANT             | 2/18-2/21/25   | 02/07/2025   | FINANCE             |                     | 460-54003-400-00000  | MEALS PER DIEM            | MPRA Conf                              | \$ 163.00       |
| CHECK TOTAL FOR CHECK NUMBER 189482                        |               |                         |                |              |                     |                     |                      |                           |                                        | \$ 163.00       |
| 189483; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                      |                           |                                        |                 |
|                                                            | 616           | COLE CHRISTOPHER BRYANT | 2/12/2025      | 02/13/2025   | PARKS & RECREATION  |                     | 465-55058-410-00000  | PRIVATE SWIMMING LESSONS  |                                        | \$ 102.00       |
| CHECK TOTAL FOR CHECK NUMBER 189483                        |               |                         |                |              |                     |                     |                      |                           |                                        | \$ 102.00       |
| 189484; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                      |                           |                                        |                 |
|                                                            | 657           | LOGICALIS, INC.         | S163685        | 01/31/2025   | TECH & LOGISTICS    |                     | 100-57016-170-000000 | IT MAINTENANCE & SERVICES | Fix ISE issues                         | \$ 220.00       |
| CHECK TOTAL FOR CHECK NUMBER 189484                        |               |                         |                |              |                     |                     |                      |                           |                                        | \$ 220.00       |
| 189485; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                      |                           |                                        |                 |
|                                                            | 669           | MYRICK MECHANICAL       | 2561           | 02/03/2025   | UTILITIES           |                     | 590-57019-802-00000  | BUILDING MAINTENANCE      | WTP - Repair Dehumidifier              | \$ 2,117.44     |
| CHECK TOTAL FOR CHECK NUMBER 189485                        |               |                         |                |              |                     |                     |                      |                           |                                        | \$ 2,117.44     |
| 189486; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                      |                           |                                        |                 |
|                                                            | 704           | 42 C.A.R.E.S., INC      | 159            | 04/18/2024   | FIRE                |                     | 100-55014-300-00000  | MEDICAL FEES              | 42 Cares- Mis-invoiced in 2024         | \$ 1,386.00     |
| CHECK TOTAL FOR CHECK NUMBER 189486                        |               |                         |                |              |                     |                     |                      |                           |                                        | \$ 1,386.00     |

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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 |               |                        |                |              |                     |                     |                      |                        |                                |                 |
| 189487; 02/14/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                        |                                |                 |
|                                                            | 728           | CHERRYROAD MEDIA INC   | 0003001270     | 12/31/2024   | PLANNING & DVLP     |                     | 100-55031-150-000000 | LEGAL ADS              | P&Z Legal Notices              | \$ 172.56       |
|                                                            | 728           | CHERRYROAD MEDIA INC   | JANUARY 2025   | 01/31/2025   | FINANCE             |                     | 100-53000-130-000000 | GENERAL SUPPLIES       | Fin Subscript January 2025     | \$ 63.75        |
| CHECK TOTAL FOR CHECK NUMBER 189487                        |               |                        |                |              |                     |                     |                      |                        |                                | \$ 236.31       |
| 189488; 02/14/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                        |                                |                 |
|                                                            | 762           | SUPERIOR-BOWEN ASPHALT | 50911          | 02/04/2025   | PUBLIC WORKS        |                     | 351-57031-201-000000 | ASPHALT-STREET REPAIRS | ST Rock                        | \$ 132.60       |
| CHECK TOTAL FOR CHECK NUMBER 189488                        |               |                        |                |              |                     |                     |                      |                        |                                | \$ 132.60       |
| 189489; 02/14/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                        |                                |                 |
|                                                            | 781           | TEKLAB, INC.           | 320811         | 02/05/2025   | UTILITIES           |                     | 591-55020-902-000000 | LAB FEES               | WWTP Laboratory Services       | \$ 592.75       |
| CHECK TOTAL FOR CHECK NUMBER 189489                        |               |                        |                |              |                     |                     |                      |                        |                                | \$ 592.75       |
| 189490; 02/14/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                        |                                |                 |
|                                                            | 781           | TEKLAB, INC.           | 320948         | 02/10/2025   | UTILITIES-PO        |                     | 590-55020-802-000000 | LAB FEES               | Lee Chemical Voc Testing       | \$ 2,261.00     |
|                                                            | 781           | TEKLAB, INC.           | 320948         | 02/10/2025   | UTILITIES-PO        |                     | 590-55020-802-000000 | LAB FEES               | Water Sample Courier Fee/Month | \$ 15.00        |
| CHECK TOTAL FOR CHECK NUMBER 189490                        |               |                        |                |              |                     |                     |                      |                        |                                | \$ 2,276.00     |
| 189491; 02/14/2025; Outstanding; null                      |               |                        |                |              |                     |                     |                      |                        |                                |                 |
|                                                            | 786           | LAURA SEVERENUK        | 2/20-2/21/25   | 02/11/2025   | FINANCE             |                     | 460-54003-400-000000 | MEALS PER DIEM         | MPRA Conf                      | \$ 412.10       |
| CHECK TOTAL FOR CHECK NUMBER 189491                        |               |                        |                |              |                     |                     |                      |                        |                                | \$ 412.10       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|------------------------------|----------------|--------------|---------------------|---------------------|----------------------|--------------------------------|---------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                              |                |              |                     |                     |                      |                                |                                             |                 |
| 189492; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                                |                                             |                 |
| includes prepaid - 100-14001-000-0000                      | 811           | EIDE BAILLY LLP              | SI00038678     | 01/28/2025   | IT-CONTRACT         |                     | 100-57016-170-00000  | IT MAINTENANCE & SERVICES      | AWS maintenance 2025                        | \$ 6,093.84     |
| includes prepaid - 100-14001-000-0000                      | 811           | EIDE BAILLY LLP              | SI00038678     | 01/28/2025   | IT-CONTRACT         |                     | 100-14001-000-00000  | OTHER PREPAYMENTS              | Prepay 2026                                 | \$ 3,046.92     |
| CHECK TOTAL FOR CHECK NUMBER 189492                        |               |                              |                |              |                     |                     |                      |                                |                                             | \$ 9,140.76     |
| 189493; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                                |                                             |                 |
|                                                            | 840           | MAX10 MO LLC                 | 00173456       | 02/01/2025   | PUB WRKS-PO         |                     | 100-55041-202-00000  | CONTRACT LABOR                 | Monthly Janitorial Services for City Hall   | \$ 2,380.00     |
| CHECK TOTAL FOR CHECK NUMBER 189493                        |               |                              |                |              |                     |                     |                      |                                |                                             | \$ 2,380.00     |
| 189494; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                                |                                             |                 |
|                                                            | 896           | BUSINESS COMMUNICATIONS, INC | 195824         | 02/07/2025   | TECH & LOGISTICS    |                     | 100-57030-170-00000  | SOFTWARE MAINTENANCE           | FortiAuthenticator Licenses                 | \$ 1,854.54     |
| CHECK TOTAL FOR CHECK NUMBER 189494                        |               |                              |                |              |                     |                     |                      |                                |                                             | \$ 1,854.54     |
| 189495; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                                |                                             |                 |
|                                                            | 915           | FIBER PLATFORM, LLC          | SI-25-004691   | 02/01/2025   | IT-CONTRACT         |                     | 100-56008-170-00000  | TELECOMMUNICATIO<br>N CIRCUITS | fiber                                       | \$ 7,682.00     |
| CHECK TOTAL FOR CHECK NUMBER 189495                        |               |                              |                |              |                     |                     |                      |                                |                                             | \$ 7,682.00     |
| 189496; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                                |                                             |                 |
|                                                            | 1155          | GRAINGER                     | 9384107810     | 01/24/2025   | PARKS & RECREATION  |                     | 461-57019-451-000000 | BUILDING MAINTENANCE           | blower motor for soccer heater in back room | \$ 137.55       |
| CHECK TOTAL FOR CHECK NUMBER 189496                        |               |                              |                |              |                     |                     |                      |                                |                                             | \$ 137.55       |
| 189497; 02/14/2025; Outstanding; null                      |               |                              |                |              |                     |                     |                      |                                |                                             |                 |
|                                                            | 1326          | FEDERAL EXPRESS CORP         | 5794766040     | 02/04/2025   | UTILITIES           |                     | 591-60000-902-00000  | MINOR EQUIPMENT                | WWTP - Freight Charges                      | \$ 214.81       |
| CHECK TOTAL FOR CHECK NUMBER 189497                        |               |                              |                |              |                     |                     |                      |                                |                                             | \$ 214.81       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|---------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|-----------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                           |                |              |                     |                     |                      |                              |                             |                 |
| 189498; 02/14/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                              |                             |                 |
|                                                            | 2300          | BOUND TREE MEDICAL LLC    | 85654362       | 02/07/2025   | FIRE                |                     | 100-53001-302-000000 | MEDICAL SUPPLIES             | Fire medical supplies       | \$ 2,334.82     |
|                                                            | 2300          | BOUND TREE MEDICAL LLC    | 85652794       | 02/06/2025   | FIRE                |                     | 100-53001-302-000000 | MEDICAL SUPPLIES             | Fire medical supplies       | \$ 417.98       |
| CHECK TOTAL FOR CHECK NUMBER 189498                        |               |                           |                |              |                     |                     |                      |                              |                             | \$ 2,752.80     |
| 189499; 02/14/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                              |                             |                 |
|                                                            | 2767          | K C WINWATER WORKS CO     | 337857-02      | 01/02/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #006       | \$ 63.00        |
|                                                            | 2767          | K C WINWATER WORKS CO     | 339282-01      | 01/29/2025   | UTILITIES           |                     | 592-70020-801-000000 | CONSTRUCTION CONTRACT        | Mississippi St Project      | \$ 2,662.60     |
|                                                            | 2767          | K C WINWATER WORKS CO     | 338662-02      | 01/30/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Parts - #230,#276 | \$ 1,417.00     |
| CHECK TOTAL FOR CHECK NUMBER 189499                        |               |                           |                |              |                     |                     |                      |                              |                             | \$ 4,142.60     |
| 189500; 02/14/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                              |                             |                 |
|                                                            | 2825          | UNIFIRST CORPORATION      | 3281255695     | 02/10/2025   | PARKS & RECREATION  |                     | 465-57018-420-000000 | MISC EQUIPMENT MAINT         | Facility Mats 2.10.25       | \$ 123.90       |
| CHECK TOTAL FOR CHECK NUMBER 189500                        |               |                           |                |              |                     |                     |                      |                              |                             | \$ 123.90       |
| 189501; 02/14/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                              |                             |                 |
| Incl Billing w/Check                                       | 3552          | K C MO WATER SERVICES     | JAN-25         | 01/31/2025   | FINANCE             |                     | 591-55040-902-000000 | SEWAGE TREATMENT SERVICES    | Jan KC Sewer Invoice        | \$ 2,853.56     |
| CHECK TOTAL FOR CHECK NUMBER 189501                        |               |                           |                |              |                     |                     |                      |                              |                             | \$ 2,853.56     |
| 189502; 02/14/2025; Outstanding; null                      |               |                           |                |              |                     |                     |                      |                              |                             |                 |
|                                                            | 3867          | RENNER SUPPLY COMPANY INC | INV548576      | 01/14/2025   | PUBLIC WORKS        |                     | 100-57019-203-000000 | BUILDING MAINTENANCE         | ST garage door maintenance  | \$ 120.00       |
| CHECK TOTAL FOR CHECK NUMBER 189502                        |               |                           |                |              |                     |                     |                      |                              |                             | \$ 120.00       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|---------------------------|-----------------|--------------|---------------------|---------------------|---------------------|-----------------------------|-----------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                           |                 |              |                     |                     |                     |                             |                             |                 |
| 189503; 02/14/2025; Outstanding; null                      |               |                           |                 |              |                     |                     |                     |                             |                             |                 |
|                                                            | 4230          | MAR-JIM CONTRACTING LLC   | 199-S LIBER     | 02/05/2025   | PUBLIC WORKS        |                     | 351-57031-201-00000 | ASPHALT-STREET REPAIRS      | ST Guard Rail Repair on SLP | \$ 3,151.00     |
| CHECK TOTAL FOR CHECK NUMBER 189503                        |               |                           |                 |              |                     |                     |                     |                             |                             | \$ 3,151.00     |
| 189504; 02/14/2025; Outstanding; null                      |               |                           |                 |              |                     |                     |                     |                             |                             |                 |
| Split across accounts according to the attached breakdown  | 4364          | CHARTER COMMUNICATIONS    | 219601401020125 | 02/01/2025   | TECH & LOGISTICS    |                     | 100-56008-170-00000 | TELECOMMUNICATIO N CIRCUITS | spectrum enterprise         | \$ 1,150.96     |
| Split across accounts according to the attached breakdown  | 4364          | CHARTER COMMUNICATIONS    | 219601401020125 | 02/01/2025   | TECH & LOGISTICS    |                     | 465-55044-420-00000 | MISCELLANEOUS FEES          | CC Video Service            | \$ 950.88       |
| CHECK TOTAL FOR CHECK NUMBER 189504                        |               |                           |                 |              |                     |                     |                     |                             |                             | \$ 2,101.84     |
| 189505; 02/14/2025; Outstanding; null                      |               |                           |                 |              |                     |                     |                     |                             |                             |                 |
|                                                            | 4393          | MO ONE CALL SYSTEM INC    | 5010221         | 01/31/2025   | UTILITIES           |                     | 590-55002-801-00000 | MISSOURI ONE CALL FEE       | Locates - January 2025      | \$ 288.90       |
|                                                            | 4393          | MO ONE CALL SYSTEM INC    | 5010221         | 01/31/2025   | UTILITIES           |                     | 591-55002-901-00000 | MISSOURI ONE CALL FEE       | Locates - January 2025      | \$ 288.90       |
| CHECK TOTAL FOR CHECK NUMBER 189505                        |               |                           |                 |              |                     |                     |                     |                             |                             | \$ 577.80       |
| 189506; 02/14/2025; Outstanding; null                      |               |                           |                 |              |                     |                     |                     |                             |                             |                 |
|                                                            | 4424          | CUMMINS SALES AND SERVICE | H9-250236947    | 02/10/2025   | FIRE                |                     | 100-57009-301-00000 | VEHICLE MAINTENANCE         | 613 Engine repair           | \$ 14,822.19    |
| CHECK TOTAL FOR CHECK NUMBER 189506                        |               |                           |                 |              |                     |                     |                     |                             |                             | \$ 14,822.19    |
| 189507; 02/14/2025; Outstanding; null                      |               |                           |                 |              |                     |                     |                     |                             |                             |                 |
|                                                            | 4445          | CLAIRE GINETTE JACKSON    | 2/12/2025       | 02/13/2025   | PARKS & RECREATION  |                     | 465-55058-410-00000 | PRIVATE SWIMMING LESSONS    |                             | \$ 57.00        |
| CHECK TOTAL FOR CHECK NUMBER 189507                        |               |                           |                 |              |                     |                     |                     |                             |                             | \$ 57.00        |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|---------------------|-----------------------|----------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                     |                       |                                              |                 |
| 189508; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                     |                       |                                              |                 |
|                                                            | 4528          | HISTORIC DOWNTOWN LIBERTY INC  | 012025         | 02/10/2025   | TRANSIENT GUEST TAX |                     | 244-59018-119-00000 | HDLI CONTRACT         | Reimbursement for "Fun Money" Coupon Program | \$ 335.00       |
|                                                            | 4528          | HISTORIC DOWNTOWN LIBERTY INC  | 012025         | 02/10/2025   | TRANSIENT GUEST TAX |                     | 244-55028-119-00000 | ADVERTISING           | Reimbursement for Printing Expenses          | \$ 925.15       |
| CHECK TOTAL FOR CHECK NUMBER 189508                        |               |                                |                |              |                     |                     |                     |                       |                                              | \$ 1,260.15     |
| 189509; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                     |                       |                                              |                 |
|                                                            | 4693          | LIBERTY AGGREGATES LLC         | 29564          | 01/26/2025   | UTILITIES           |                     | 592-70020-801-00000 | CONSTRUCTION CONTRACT | Rock - Mississippi St Project                | \$ 1,712.75     |
| CHECK TOTAL FOR CHECK NUMBER 189509                        |               |                                |                |              |                     |                     |                     |                       |                                              | \$ 1,712.75     |
| 189510; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                     |                       |                                              |                 |
|                                                            | 4731          | DEVELOPMENT INITIATIVES INC    | 2024-1149      | 11/25/2024   | ECO/DEVO SLS TX-PO  |                     | 354-55018-110-00000 | OTHER MISC FEES       | Retainange Invoice 1 of 2                    | \$ 9,750.00     |
| CHECK TOTAL FOR CHECK NUMBER 189510                        |               |                                |                |              |                     |                     |                     |                       |                                              | \$ 9,750.00     |
| 189511; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                     |                       |                                              |                 |
|                                                            | 4763          | PRINTING UNLIMITED             | 72104          | 02/07/2025   | PR & COMMUNICATI ON |                     | 100-53032-113-00000 | OUTSIDE PRINTING      | February Utility Bill Insert                 | \$ 1,342.00     |
| CHECK TOTAL FOR CHECK NUMBER 189511                        |               |                                |                |              |                     |                     |                     |                       |                                              | \$ 1,342.00     |
| 189512; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                     |                       |                                              |                 |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY   | 513542         | 01/23/2025   | ANIMAL CONTROL      |                     | 100-53001-165-00000 | MEDICAL SUPPLIES      | IDEXX Tests                                  | \$ 871.51       |
|                                                            | 4817          | VETERINARY CENTER OF LIBERTY   | 23186          | 02/01/2025   | ANIMAL CONTROL      |                     | 100-55015-165-00000 | VETERINARY SERVICES   | spay 23186                                   | \$ 65.00        |
| CHECK TOTAL FOR CHECK NUMBER 189512                        |               |                                |                |              |                     |                     |                     |                       |                                              | \$ 936.51       |
| 189513; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                     |                       |                                              |                 |
|                                                            | 5066          | TYLER TECHNOLOGIES- INCODE DIV | 025-494714     | 02/01/2025   | TECH & LOGISTICS    |                     | 100-57030-170-00000 | SOFTWARE MAINTENANCE  | court online                                 | \$ 175.00       |
| CHECK TOTAL FOR CHECK NUMBER 189513                        |               |                                |                |              |                     |                     |                     |                       |                                              | \$ 175.00       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------------|--------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                      |                           |                                |                 |
| 189514; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                                |                 |
|                                                            | 5257          | NATHAN JONES                   | 2/12/2025      | 02/13/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS  |                                | \$ 76.00        |
|                                                            | 5257          | NATHAN JONES                   | 2/12/2025      | 02/13/2025   | PARKS & RECREATION  |                     | 465-55056-410-000000 | SEMI-PRIVATE SWIM LESSONS |                                | \$ 26.00        |
| CHECK TOTAL FOR CHECK NUMBER 189514                        |               |                                |                |              |                     |                     |                      |                           |                                | \$ 102.00       |
| 189515; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                                |                 |
|                                                            | 5333          | ED M FELD EQUIPMENT CO INC     | INV4620        | 01/29/2025   | FIRE                |                     | 100-60000-301-000000 | MINOR EQUIPMENT           | Ready Rack Parts               | \$ 52.20        |
| CHECK TOTAL FOR CHECK NUMBER 189515                        |               |                                |                |              |                     |                     |                      |                           |                                | \$ 52.20        |
| 189516; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                      |                           |                                |                 |
|                                                            | 5391          | KANSAS CITY INDUSTRIAL CONTROL | 24-642I        | 02/03/2025   | UTILITIES           |                     | 591-70002-902-000000 | COMPUTER EQUIPMENT        | WWTP - Upgrade Lighting System | \$ 4,438.99     |
| CHECK TOTAL FOR CHECK NUMBER 189516                        |               |                                |                |              |                     |                     |                      |                           |                                | \$ 4,438.99     |

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AP List Checks Invoices

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|------------------------------------------------------------|---------------|-------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------|-----------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |             |                |              |                     |                     |                      |                     |                       |                 |
| 189517; 02/14/2025; Outstanding; null                      |               |             |                |              |                     |                     |                      |                     |                       |                 |
|                                                            | 5394          | GALL'S INC  | 029324035      | 10/11/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 75.94        |
|                                                            | 5394          | GALL'S INC  | 029156748      | 09/24/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 22.86        |
|                                                            | 5394          | GALL'S INC  | 028763260      | 08/13/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 66.00        |
|                                                            | 5394          | GALL'S INC  | 028771595      | 08/13/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ (126.72)     |
|                                                            | 5394          | GALL'S INC  | 028586302      | 07/24/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 46.11        |
|                                                            | 5394          | GALL'S INC  | 028586292      | 07/24/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 71.30        |
|                                                            | 5394          | GALL'S INC  | 028586291      | 07/24/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 59.46        |
|                                                            | 5394          | GALL'S INC  | 028481045      | 07/12/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 49.24        |
|                                                            | 5394          | GALL'S INC  | 028212583      | 06/12/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 85.00        |
|                                                            | 5394          | GALL'S INC  | 028010114      | 05/22/2024   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 29.04        |
|                                                            | 5394          | GALL'S INC  | 030385537      | 02/05/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 70.36        |
|                                                            | 5394          | GALL'S INC  | 030380737      | 02/05/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 63.36        |
|                                                            | 5394          | GALL'S INC  | 030391604      | 02/06/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 54.76        |
|                                                            | 5394          | GALL'S INC  | 030390767      | 02/06/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 193.16       |
|                                                            | 5394          | GALL'S INC  | 030406721      | 02/07/2025   | FIRE                |                     | 100-59014-301-000000 | CLOTHING EXPENSES   | Fire uniforms         | \$ 80.16        |
| CHECK TOTAL FOR CHECK NUMBER 189517                        |               |             |                |              |                     |                     |                      |                     |                       | \$ 840.03       |

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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 |               |                         |                |              |                     |                     |                     |                           |                          |                     |
| 189518; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                     |                           |                          |                     |
|                                                            | 5460          | VALVOLINE LLC           | 93875          | 01/29/2025   | PLANNING & DVLP     |                     | 100-57009-151-00000 | VEHICLE MAINTENANCE       | Jim's Truck Serviced     | \$ 34.94            |
| CHECK TOTAL FOR CHECK NUMBER 189518                        |               |                         |                |              |                     |                     |                     |                           |                          | <b>\$ 34.94</b>     |
| 189519; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                     |                           |                          |                     |
|                                                            | 5578          | BRITTANY JOHNSTON       | 2/18-2/21/25   | 02/07/2025   | FINANCE             |                     | 460-54003-400-00000 | MEALS PER DIEM            | MPRA Conf                | \$ 163.00           |
| CHECK TOTAL FOR CHECK NUMBER 189519                        |               |                         |                |              |                     |                     |                     |                           |                          | <b>\$ 163.00</b>    |
| 189520; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                     |                           |                          |                     |
|                                                            | 5659          | ROSEMARIE VON FINTEL    | W/S 2025-1     | 02/12/2025   | PARKS & RECREATION  |                     | 465-55065-410-00000 | COMMUNITY PROGRAMS        | Dog Obedience W/S 2025-1 | \$ 682.50           |
| CHECK TOTAL FOR CHECK NUMBER 189520                        |               |                         |                |              |                     |                     |                     |                           |                          | <b>\$ 682.50</b>    |
| 189521; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                     |                           |                          |                     |
|                                                            | 5680          | LAUREL SHOGER           | 2/12/2025      | 02/13/2025   | PARKS & RECREATION  |                     | 465-55060-410-00000 | SPECIALTY SWIM PROGRAMS   |                          | \$ 43.16            |
| CHECK TOTAL FOR CHECK NUMBER 189521                        |               |                         |                |              |                     |                     |                     |                           |                          | <b>\$ 43.16</b>     |
| 189522; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                     |                           |                          |                     |
|                                                            | 5694          | RUSSELL FRICK           | 752313         | 02/07/2025   | UTILITIES           |                     | 590-57004-801-00000 | MAINS & LINES MAINTENANCE | Dirt - Stockpile         | \$ 500.00           |
|                                                            | 5694          | RUSSELL FRICK           | 752313         | 02/07/2025   | UTILITIES           |                     | 591-57004-901-00000 | MAINS & LINES MAINTENANCE | Dirt - Stockpile         | \$ 500.00           |
| CHECK TOTAL FOR CHECK NUMBER 189522                        |               |                         |                |              |                     |                     |                     |                           |                          | <b>\$ 1,000.00</b>  |
| 189523; 02/14/2025; Outstanding; null                      |               |                         |                |              |                     |                     |                     |                           |                          |                     |
|                                                            | 5761          | MISSISSIPPI LIME CO INC | CD55950        | 01/13/2025   | UTILITIES           |                     | 590-53009-802-00000 | CHEMICALS                 | WTP - Chemicals          | \$ 10,076.91        |
|                                                            | 5761          | MISSISSIPPI LIME CO INC | CD58775        | 01/22/2025   | UTILITIES           |                     | 590-53009-802-00000 | CHEMICALS                 | WTP - Chemicals          | \$ 9,707.37         |
| CHECK TOTAL FOR CHECK NUMBER 189523                        |               |                         |                |              |                     |                     |                     |                           |                          | <b>\$ 19,784.28</b> |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|-----------------------|------------------------------|----------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                       |                              |                                  |                 |
| 189524; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                  |                 |
|                                                            | 5838          | EXCELSIOR SPRINGS HOSPITAL     | 4678           | 02/06/2025   | FIRE                |                     | 100-53001-302-0000 00 | MEDICAL SUPPLIES             | Fire medical supplies            | \$ 210.24       |
| CHECK TOTAL FOR CHECK NUMBER 189524                        |               |                                |                |              |                     |                     |                       |                              |                                  | \$ 210.24       |
| 189525; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                  |                 |
|                                                            | 5853          | PIONEER MANUFACTURING CO.      | 234082         | 01/27/2025   | PARKS & RECREATION  |                     | 461-53003-451-0000 00 | RECREATION SUPPLIES          | Field paint                      | \$ 2,646.70     |
|                                                            | 5853          | PIONEER MANUFACTURING CO.      | INV-234981     | 02/05/2025   | PARKS & RECREATION  |                     | 461-53029-451-0000 00 | MISCELLANEOUS SUPPLIES       | Turf Bond Glue for mound repair  | \$ 352.68       |
| CHECK TOTAL FOR CHECK NUMBER 189525                        |               |                                |                |              |                     |                     |                       |                              |                                  | \$ 2,999.38     |
| 189526; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                  |                 |
|                                                            | 5909          | PERSONAL TOUCH ENGRAVING       | 39883          | 02/07/2025   | POLICE              |                     | 100-53000-501-0000 00 | GENERAL SUPPLIES             | Plaque Engravings                | \$ 22.50        |
| CHECK TOTAL FOR CHECK NUMBER 189526                        |               |                                |                |              |                     |                     |                       |                              |                                  | \$ 22.50        |
| 189527; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                  |                 |
|                                                            | 5910          | KONICA MINOLTA BUSINESS SOLUTI | 548920537      | 02/08/2025   | PARKS & RECREATION  |                     | 465-57012-420-0000 00 | OFFICE EQUIPMENT MAINTENANCE | Monthly payment - Konica Minolta | \$ 409.73       |
|                                                            | 5910          | KONICA MINOLTA BUSINESS SOLUTI | 548920537      | 02/08/2025   | PARKS & RECREATION  |                     | 100-57012-483-0000 00 | OFFICE EQUIPMENT MAINTENANCE | Monthly payment - Konica Minolta | \$ 409.72       |
| CHECK TOTAL FOR CHECK NUMBER 189527                        |               |                                |                |              |                     |                     |                       |                              |                                  | \$ 819.45       |
| 189528; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                  |                 |
|                                                            | 5964          | SYNERGY SERVICES INC           | DV-JAN-25      | 01/06/2025   | FINANCE             |                     | 100-20015-000-0000 00 | DOMESTIC VIOLENCE SHELTER    | DV Jan Court                     | \$ 1,112.00     |
| CHECK TOTAL FOR CHECK NUMBER 189528                        |               |                                |                |              |                     |                     |                       |                              |                                  | \$ 1,112.00     |
| 189529; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                       |                              |                                  |                 |
|                                                            | 5983          | LIBERTY ECONOMIC DEV CORP      | 2110           | 01/01/2025   | ECO/DEVO SLS TX-PO  |                     | 354-59017-610-0000 00 | PARTNERSHIP-COMMUNITY GROWTH | LEDC Contract Invoice 1 of 2     | \$ 39,785.00    |
| CHECK TOTAL FOR CHECK NUMBER 189529                        |               |                                |                |              |                     |                     |                       |                              |                                  | \$ 39,785.00    |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|--------------------------|----------------|--------------|---------------------|---------------------|-----------------------|---------------------------|---------------------------------------------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                          |                |              |                     |                     |                       |                           |                                                                                 |                 |
| 189530; 02/14/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                       |                           |                                                                                 |                 |
|                                                            | 5996          | SIEMENS INDUSTRY INC     | 5331758292     | 02/05/2025   | PARKS & RECREATION  |                     | 465-57019-420-0000 00 | BUILDING MAINTENANCE      | 12 year hydro and 6 year maintenance on Ansul System (Kitchen Hood Suppression) | \$ 1,800.00     |
| CHECK TOTAL FOR CHECK NUMBER 189530                        |               |                          |                |              |                     |                     |                       |                           |                                                                                 | \$ 1,800.00     |
| 189531; 02/14/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                       |                           |                                                                                 |                 |
|                                                            | 6014          | ZOLL MEDICAL CORPORATION | 4129966        | 01/30/2025   | FIRE                |                     | 100-53001-302-0000 00 | MEDICAL SUPPLIES          | Fire medical supplies                                                           | \$ 536.00       |
|                                                            | 6014          | ZOLL MEDICAL CORPORATION | 4127063        | 01/27/2025   | FIRE                |                     | 100-53001-302-0000 00 | MEDICAL SUPPLIES          | Fire medical supplies                                                           | \$ 839.23       |
| CHECK TOTAL FOR CHECK NUMBER 189531                        |               |                          |                |              |                     |                     |                       |                           |                                                                                 | \$ 1,375.23     |
| 189532; 02/14/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                       |                           |                                                                                 |                 |
|                                                            | 6202          | MADDEN MEDIA             | 2025-027873    | 01/31/2025   | TRANSIENT GUEST TAX |                     | 244-55028-119-0000 00 | ADVERTISING               | Madden Media SEM Ads - January                                                  | \$ 351.99       |
| CHECK TOTAL FOR CHECK NUMBER 189532                        |               |                          |                |              |                     |                     |                       |                           |                                                                                 | \$ 351.99       |
| 189533; 02/14/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                       |                           |                                                                                 |                 |
|                                                            | 6275          | KIMBALL MIDWEST INC 1    | 103016052      | 01/29/2025   | UTILITIES           |                     | 590-57004-801-0000 00 | MAINS & LINES MAINTENANCE | Misc Supplies                                                                   | \$ 162.05       |
|                                                            | 6275          | KIMBALL MIDWEST INC 1    | 103016052      | 01/29/2025   | UTILITIES           |                     | 591-57004-901-0000 00 | MAINS & LINES MAINTENANCE | Misc Supplies                                                                   | \$ 162.04       |
| CHECK TOTAL FOR CHECK NUMBER 189533                        |               |                          |                |              |                     |                     |                       |                           |                                                                                 | \$ 324.09       |
| 189534; 02/14/2025; Outstanding; null                      |               |                          |                |              |                     |                     |                       |                           |                                                                                 |                 |
|                                                            | 6305          | HELGET GAS PRODUCTS      | 0002924920     | 02/10/2025   | FIRE                |                     | 100-53009-302-0000 00 | CHEMICALS                 | Fire oxygen                                                                     | \$ 20.71        |
| CHECK TOTAL FOR CHECK NUMBER 189534                        |               |                          |                |              |                     |                     |                       |                           |                                                                                 | \$ 20.71        |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-----------------------------|----------------|--------------|---------------------|---------------------|-----------------------|--------------------------|---------------------------------------------------------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                             |                |              |                     |                     |                       |                          |                                                                                             |                 |
| 189535; 02/14/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                       |                          |                                                                                             |                 |
|                                                            | 6333          | PROFESSIONAL PEST SOLUTIONS | 13863          | 01/30/2025   | UTILITIES           |                     | 590-57019-801-0000 00 | BUILDING MAINTENANCE     | Pest Control - January 2025                                                                 | \$ 47.50        |
|                                                            | 6333          | PROFESSIONAL PEST SOLUTIONS | 13863          | 01/30/2025   | UTILITIES           |                     | 591-57019-902-0000 00 | BUILDING MAINTENANCE     | Pest Control - January 2025                                                                 | \$ 47.50        |
| CHECK TOTAL FOR CHECK NUMBER 189535                        |               |                             |                |              |                     |                     |                       |                          |                                                                                             | \$ 95.00        |
| 189536; 02/14/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                       |                          |                                                                                             |                 |
|                                                            | 6471          | JCI INDUSTRIES INC          | 8277358        | 01/30/2025   | UTILITIES           |                     | 591-60000-902-0000 00 | MINOR EQUIPMENT          | WWTP - Repair Fog Rod                                                                       | \$ 2,021.71     |
|                                                            | 6471          | JCI INDUSTRIES INC          | 8277397        | 01/30/2025   | UTILITIES           |                     | 591-60000-902-0000 00 | MINOR EQUIPMENT          | WWTP - Digester Repair                                                                      | \$ 613.00       |
| CHECK TOTAL FOR CHECK NUMBER 189536                        |               |                             |                |              |                     |                     |                       |                          |                                                                                             | \$ 2,634.71     |
| 189537; 02/14/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                       |                          |                                                                                             |                 |
|                                                            | 6546          | HERITAGE TRACTOR INC        | 30587152       | 02/11/2025   | PARK SLS TX-PO      |                     | 353-70000-403-0000 00 | VEHICLES                 | John Deere 324G Skid Steer Loader                                                           | \$ 59,500.00    |
|                                                            | 6546          | HERITAGE TRACTOR INC        | 30587152       | 02/11/2025   | PARK SLS TX-PO      |                     | 353-70000-403-0000 00 | VEHICLES                 | Extended Warranty, 324G comprehensive 2000 total hours or 60 total months, \$200 Deductible | \$ 1,422.00     |
| CHECK TOTAL FOR CHECK NUMBER 189537                        |               |                             |                |              |                     |                     |                       |                          |                                                                                             | \$ 60,922.00    |
| 189538; 02/14/2025; Outstanding; null                      |               |                             |                |              |                     |                     |                       |                          |                                                                                             |                 |
|                                                            | 6763          | MICHAEL S WIENANDS          | 2/12/2025      | 02/13/2025   | PARKS & RECREATION  |                     | 465-55058-410-0000 00 | PRIVATE SWIMMING LESSONS |                                                                                             | \$ 209.00       |
|                                                            | 6763          | MICHAEL S WIENANDS          | 2/12/2025      | 02/13/2025   | PARKS & RECREATION  |                     | 465-55060-410-0000 00 | SPECIALTY SWIM PROGRAMS  |                                                                                             | \$ 20.00        |
| CHECK TOTAL FOR CHECK NUMBER 189538                        |               |                             |                |              |                     |                     |                       |                          |                                                                                             | \$ 229.00       |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|---------------------|----------------------|----------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                                |                |              |                     |                     |                     |                      |                            |                 |
| 189539; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                     |                      |                            |                 |
|                                                            | 7509          | KAPKE & WILLERTH LLC           | 68685          | 02/04/2025   | FINANCE             |                     | 100-55005-111-00000 | LEGAL FEES           | Legal Fees                 | \$ 3,996.00     |
|                                                            | 7509          | KAPKE & WILLERTH LLC           | 68685          | 02/04/2025   | FINANCE             |                     | 354-55005-110-0000  | LEGAL FEES           | Legal Fees                 | \$ 55.50        |
| CHECK TOTAL FOR CHECK NUMBER 189539                        |               |                                |                |              |                     |                     |                     |                      |                            | \$ 4,051.50     |
| 189540; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                     |                      |                            |                 |
|                                                            | 7683          | RICOH USA, INC                 | 108931340      | 01/31/2025   | FIRE                |                     | 100-53031-300-0000  | COPIER LEASE & USAGE | Fire copier lease          | \$ 137.89       |
| CHECK TOTAL FOR CHECK NUMBER 189540                        |               |                                |                |              |                     |                     |                     |                      |                            | \$ 137.89       |
| 189541; 02/14/2025; Outstanding; null                      |               |                                |                |              |                     |                     |                     |                      |                            |                 |
| State of the City Luncheon                                 | 8208          | LIBERTY AREA CHAMBER OF COMMER | 37936          | 02/03/2025   | ADMINISTRATI<br>ON  |                     | 100-59004-110-0000  | MEETING EXPENSE      | State of the City Luncheon | \$ 1,140.00     |
| CHECK TOTAL FOR CHECK NUMBER 189541                        |               |                                |                |              |                     |                     |                     |                      |                            | \$ 1,140.00     |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|----------------------|----------------------|---------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                               |                |              |                     |                     |                      |                      |                                       |                 |
| 189542; 02/14/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                      |                                       |                 |
| Split across accounts according to the attached breakdown  | 8295          | A T & T MOBILITY              | X02012025      | 01/23/2025   | TECH & LOGISTICS    |                     | 100-56007-170-000000 | MOBILE PHONES        | att - mobile phones (IT/PD)           | \$ 448.00       |
| Split across accounts according to the attached breakdown  | 8295          | A T & T MOBILITY              | X02012025      | 01/23/2025   | 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              | X02012025      | 01/23/2025   | TECH & LOGISTICS    |                     | 100-56007-303-000000 | MOBILE PHONES        | Fire (Training)                       | \$ 57.84        |
| Split across accounts according to the attached breakdown  | 8295          | A T & T MOBILITY              | X02012025      | 01/23/2025   | TECH & LOGISTICS    |                     | 100-56007-304-000000 | MOBILE PHONES        | Fire (Prevent)                        | \$ 99.08        |
| Split across accounts according to the attached breakdown  | 8295          | A T & T MOBILITY              | X02012025      | 01/23/2025   | TECH & LOGISTICS    |                     | 100-56007-300-000000 | MOBILE PHONES        | Fire (Admin)                          | \$ 531.85       |
| CHECK TOTAL FOR CHECK NUMBER 189542                        |               |                               |                |              |                     |                     |                      |                      |                                       | \$ 1,181.70     |
| 189543; 02/14/2025; Outstanding; null                      |               |                               |                |              |                     |                     |                      |                      |                                       |                 |
|                                                            | 8612          | MIDWEST OFFICE TECHNOLOGY INC | INST447268     | 02/05/2025   | PLANNING & DVLP     |                     | 100-53031-150-000000 | COPIER LEASE & USAGE | Canon/IRAC5760 Lease                  | \$ 38.95        |
|                                                            | 8612          | MIDWEST OFFICE TECHNOLOGY INC | INST447268     | 02/05/2025   | PLANNING & DVLP     |                     | 100-53031-201-000000 | COPIER LEASE & USAGE | Canon/IRAC5760 Lease                  | \$ 38.94        |
| Copier Contract Charge<br>12/27/2024 - 1/26/2025           | 8612          | MIDWEST OFFICE TECHNOLOGY INC | INST446160     | 01/29/2025   | ADMINISTRATI<br>ON  |                     | 100-53031-110-000000 | COPIER LEASE & USAGE |                                       | \$ 0.00         |
| Copier Contract Charge<br>12/27/2024 - 1/26/2025           | 8612          | MIDWEST OFFICE TECHNOLOGY INC | INST446160     | 01/29/2025   | ADMINISTRATI<br>ON  |                     | 100-53031-110-000000 | COPIER LEASE & USAGE | Meter Reads<br>12/27/2024 - 1/26/2025 | \$ 136.99       |
| CHECK TOTAL FOR CHECK NUMBER 189543                        |               |                               |                |              |                     |                     |                      |                      |                                       | \$ 214.88       |

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City of Liberty  
AP List Checks Invoices

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|-----------------------------------------------------------------|---------------|-----------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|-------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE      |               |                             |                |              |                     |                     |                      |                              |                                           |                 |
| 189544; 02/14/2025; Outstanding; null                           |               |                             |                |              |                     |                     |                      |                              |                                           |                 |
| Deliver to Liberty Community Center<br>1600 S. Withers Rd, Libe | 8621          | ADVANCED EXERCISE EQUIPMENT | 45997          | 01/16/2025   | PARKS & REC-PO      |                     | 465-60000-420-000000 | MINOR EQUIPMENT              | Life Fitness Olympic Incline bench        | \$ 1,513.85     |
| Deliver to Liberty Community Center<br>1600 S. Withers Rd, Libe | 8621          | ADVANCED EXERCISE EQUIPMENT | 45997          | 01/16/2025   | PARKS & REC-PO      |                     | 465-60000-420-000000 | MINOR EQUIPMENT              | Life Fitness Olympic Bench Weight Storage | \$ 661.30       |
| Deliver to Liberty Community Center<br>1600 S. Withers Rd, Libe | 8621          | ADVANCED EXERCISE EQUIPMENT | 45997          | 01/16/2025   | PARKS & REC-PO      |                     | 465-60000-420-000000 | MINOR EQUIPMENT              | Freight, Delivery and Install             | \$ 450.00       |
| CHECK TOTAL FOR CHECK NUMBER 189544                             |               |                             |                |              |                     |                     |                      |                              |                                           | \$ 2,625.15     |
| 189545; 02/14/2025; Outstanding; null                           |               |                             |                |              |                     |                     |                      |                              |                                           |                 |
|                                                                 | 8799          | CORE & MAIN LP              | W335261        | 01/24/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory part - #012                     | \$ 3,806.40     |
|                                                                 | 8799          | CORE & MAIN LP              | W335243        | 01/24/2025   | UTILITIES           |                     | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #023                     | \$ 9,115.20     |
|                                                                 | 8799          | CORE & MAIN LP              | W335295        | 01/24/2025   | UTILITIES           |                     | 590-60015-801-000000 | MINOR TOOLS                  | Cover & Valve Keys                        | \$ 176.00       |
| CHECK TOTAL FOR CHECK NUMBER 189545                             |               |                             |                |              |                     |                     |                      |                              |                                           | \$ 13,097.60    |
| 189546; 02/14/2025; Outstanding; null                           |               |                             |                |              |                     |                     |                      |                              |                                           |                 |
|                                                                 | 8879          | ISABELLA PAOLETTI           | 2/12/2025      | 02/13/2025   | PARKS & RECREATION  |                     | 465-55058-410-000000 | PRIVATE SWIMMING LESSONS     |                                           | \$ 80.00        |
|                                                                 | 8879          | ISABELLA PAOLETTI           | 2/12/2025      | 02/13/2025   | PARKS & RECREATION  |                     | 465-55054-410-000000 | SWIM TEAM BASICS             |                                           | \$ 25.00        |
|                                                                 | 8879          | ISABELLA PAOLETTI           | 2/12/2025      | 02/13/2025   | PARKS & RECREATION  |                     | 465-55060-410-000000 | SPECIALTY SWIM PROGRAMS      |                                           | \$ 20.00        |
| CHECK TOTAL FOR CHECK NUMBER 189546                             |               |                             |                |              |                     |                     |                      |                              |                                           | \$ 125.00       |

\*\*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 |               |                          |                |              |                       |                     |                          |                          |                                                       |                 |
| 189547; 02/14/2025; Outstanding; null                      |               |                          |                |              |                       |                     |                          |                          |                                                       |                 |
|                                                            | 9025          | B J STAAB                | 2/18-2/21/25   | 02/07/2025   | FINANCE               |                     | 460-54003-400-0000<br>00 | MEALS PER DIEM           | MPRA Conf                                             | \$ 163.00       |
| CHECK TOTAL FOR CHECK NUMBER 189547                        |               |                          |                |              |                       |                     |                          |                          |                                                       | \$ 163.00       |
| 189548; 02/14/2025; Outstanding; null                      |               |                          |                |              |                       |                     |                          |                          |                                                       |                 |
|                                                            | 9175          | DAYMARK SOLUTIONS<br>INC | 109454         | 02/06/2025   | POLICE                |                     | 100-55044-501-0000<br>00 | MISCELLANEOUS<br>FEES    | Police ID Cards (3)                                   | \$ 43.85        |
| CHECK TOTAL FOR CHECK NUMBER 189548                        |               |                          |                |              |                       |                     |                          |                          |                                                       | \$ 43.85        |
| 189549; 02/14/2025; Outstanding; null                      |               |                          |                |              |                       |                     |                          |                          |                                                       |                 |
|                                                            | 999999        | Justin Mathes            | 001            | 02/07/2025   | PUBLIC WORKS          |                     | 100-57040-203-0000<br>00 | SUPPLIES-SNOW<br>REMOVAL | ST Mailbox Repair Kit                                 | \$ 177.00       |
| CHECK TOTAL FOR CHECK NUMBER 189549                        |               |                          |                |              |                       |                     |                          |                          |                                                       | \$ 177.00       |
| 189550; 02/14/2025; Outstanding; null                      |               |                          |                |              |                       |                     |                          |                          |                                                       |                 |
|                                                            | 999999        | Andrew Payne             | 012025         | 02/12/2025   | FINANCE               |                     | 591-59015-901-00000<br>0 | PROTECTIVE<br>CLOTHING   | Prescription Safety<br>Glasses                        | \$ 200.00       |
| CHECK TOTAL FOR CHECK NUMBER 189550                        |               |                          |                |              |                       |                     |                          |                          |                                                       | \$ 200.00       |
| 189551; 02/14/2025; Outstanding; null                      |               |                          |                |              |                       |                     |                          |                          |                                                       |                 |
|                                                            | 999999        | Jessica Santo            | 2342226        | 02/06/2025   | PARKS &<br>RECREATION |                     | 465-20010-000-0000<br>00 | REFUNDS PAYABLE          | Scheduling Conflict                                   | \$ 120.00       |
| CHECK TOTAL FOR CHECK NUMBER 189551                        |               |                          |                |              |                       |                     |                          |                          |                                                       | \$ 120.00       |
| 189552; 02/14/2025; Outstanding; null                      |               |                          |                |              |                       |                     |                          |                          |                                                       |                 |
|                                                            | 999999        | Shelby Liberty           | 2344201        | 02/08/2025   | PARKS &<br>RECREATION |                     | 465-20010-000-0000<br>00 | REFUNDS PAYABLE          | Swim Lesson Refund                                    | \$ 63.00        |
| CHECK TOTAL FOR CHECK NUMBER 189552                        |               |                          |                |              |                       |                     |                          |                          |                                                       | \$ 63.00        |
| 189553; 02/14/2025; Outstanding; null                      |               |                          |                |              |                       |                     |                          |                          |                                                       |                 |
|                                                            | 999999        | Jeffrey Johnson          | 2344825        | 02/10/2025   | PARKS &<br>RECREATION |                     | 465-20010-000-0000<br>00 | REFUNDS PAYABLE          | Refund for 1 month<br>due to not cancelled<br>in time | \$ 27.25        |
| CHECK TOTAL FOR CHECK NUMBER 189553                        |               |                          |                |              |                       |                     |                          |                          |                                                       | \$ 27.25        |

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City of Liberty  
AP List Checks Invoices

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|------------------------------------------------------------|---------------|-----------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------|-----------------------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE |               |                 |                |              |                     |                     |                      |                     |                                                     |                 |
| 189554; 02/14/2025; Outstanding; null                      |               |                 |                |              |                     |                     |                      |                     |                                                     |                 |
|                                                            | 999999        | Linda Johnson   | 2345127        | 02/10/2025   | PARKS & RECREATION  |                     | 465-44043-000-000000 | SENIOR - MONTHLY    | Refund unused months has Insurance based membership | \$ 417.66       |
| CHECK TOTAL FOR CHECK NUMBER 189554                        |               |                 |                |              |                     |                     |                      |                     |                                                     | \$ 417.66       |
| 189555; 02/14/2025; Outstanding; null                      |               |                 |                |              |                     |                     |                      |                     |                                                     |                 |
|                                                            | 999999        | Dance Champs    | 2346430        | 02/11/2025   | PARKS & RECREATION  |                     | 465-44055-000-000000 | MEETING ROOM RENTAL | Security Payment - remaining balance returned       | \$ 1,455.22     |
| CHECK TOTAL FOR CHECK NUMBER 189555                        |               |                 |                |              |                     |                     |                      |                     |                                                     | \$ 1,455.22     |
| 189556; 02/14/2025; Outstanding; null                      |               |                 |                |              |                     |                     |                      |                     |                                                     |                 |
|                                                            | 999999        | Michael Shannon | BLD-25-0020    | 02/05/2025   | PLANNING & DVLP     |                     | 590-20019-000-000000 | WATER REFUNDS       | Refund Permit Fee                                   | \$ 63.20        |
| CHECK TOTAL FOR CHECK NUMBER 189556                        |               |                 |                |              |                     |                     |                      |                     |                                                     | \$ 63.20        |
| 189557; 02/14/2025; Outstanding; null                      |               |                 |                |              |                     |                     |                      |                     |                                                     |                 |
|                                                            | 54            | PAULA RUF       | 2/18-2/21/25   | 02/07/2025   | FINANCE             |                     | 460-54003-400-000000 | MEALS PER DIEM      | MPRA Conf                                           | \$ 473.80       |
| CHECK TOTAL FOR CHECK NUMBER 189557                        |               |                 |                |              |                     |                     |                      |                     |                                                     | \$ 473.80       |
| 189558; 02/14/2025; Outstanding; null                      |               |                 |                |              |                     |                     |                      |                     |                                                     |                 |
|                                                            | 937           | THOMAS CONNOR   | 2/18-2/21/25   | 02/07/2025   | FINANCE             |                     | 460-54003-400-000000 | MEALS PER DIEM      | MPRA Conf                                           | \$ 163.00       |
| CHECK TOTAL FOR CHECK NUMBER 189558                        |               |                 |                |              |                     |                     |                      |                     |                                                     | \$ 163.00       |
| 189559; 02/14/2025; Outstanding; null                      |               |                 |                |              |                     |                     |                      |                     |                                                     |                 |
|                                                            | 938           | NICK VASSMER    | 2/20-20/21/25  | 02/11/2025   | FINANCE             |                     | 460-54003-400-000000 | MEALS PER DIEM      | MPRA Conf                                           | \$ 412.10       |
| CHECK TOTAL FOR CHECK NUMBER 189559                        |               |                 |                |              |                     |                     |                      |                     |                                                     | \$ 412.10       |

\*\*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 |               |                 |                |              |                     |                     |                          |                     |                       |                 |
| 189560; 02/14/2025; Outstanding; null                      |               |                 |                |              |                     |                     |                          |                     |                       |                 |
|                                                            | 2811          | CLAIRE RODGERS  | 2/17-2/19/25   | 02/13/2025   | FINANCE             |                     | 100-54000-113-0000<br>00 | TRAINING TRAVEL     | MML Legislative Conf  | \$ 378.50       |
| CHECK TOTAL FOR CHECK NUMBER 189560                        |               |                 |                |              |                     |                     |                          |                     |                       | \$ 378.50       |
| 189561; 02/14/2025; Outstanding; null                      |               |                 |                |              |                     |                     |                          |                     |                       |                 |
|                                                            | 8500          | BRIGITTE THOMAS | 2/20-2/21/25   | 02/11/2025   | FINANCE             |                     | 460-54003-400-0000<br>00 | MEALS PER DIEM      | MPRA Conf             | \$ 412.10       |
| CHECK TOTAL FOR CHECK NUMBER 189561                        |               |                 |                |              |                     |                     |                          |                     |                       | \$ 412.10       |
| Grand Total:                                               |               |                 |                |              |                     |                     |                          |                     |                       | \$ 306,882.36   |

Notes :

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

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



## **STAFF REPORT**

**Planning and Zoning Case 25-04FDP-A**

**Staff: Kyle McGinnis, Planner**

**Date: January 27, 2025**

### **GENERAL INFORMATION**

**Application:** Amended Final Development Plan for Fulkerson Cottages, a 40-unit, age-restricted community at the southwest corner of Liberty Drive and Fulkerson Circle, to remove the gate at the intersection of Fulkerson Circle and Reagan Circle.

**Applicant:** Spencer Thompson  
351 W. Washington St.  
Kearney, MO 64060

**Property Owner:** Fulkerson Cottages LLC  
351 W. Washington St.  
Kearney, MO 64060

**Location:** Southwest corner of Liberty Drive and Fulkerson Circle

**Existing Land Use/Zoning:** Under Construction / PD, "Planned Development District"

**Future Land Use Designation:** Mixed Residential

**Surrounding Land Uses/Zoning:** **North:** W. Liberty Drive, Single-Family Residential, Bank / R-1C, "Standard Single-Family Residential" and C-2, "General Business"  
**South:** Fulkerson Circle, Single-Family Residential / R-1C, "Standard Single-Family Residential"  
**East:** Fulkerson Circle, Single-Family Residential / R-1C, "Standard Single-Family Residential"  
**West:** Single-Family Residential / R-1C, "Standard Single-Family Residential"

**Public Notice:** None Required

**File Date:** December 6, 2024

### **PREVIOUS CASES**

**PZ Case 23-05FP:** Final Plat of Fulkerson Cottages, an age restricted residential development on one lot at the SW corner of Liberty Dr. & Fulkerson Ct.

**PZ Case 23-04FDP:** Final Development Plan for Fulkerson Cottages to allow the construction of a 40-unit age

restricted community at the SW corner of Liberty Dr. & Fulkerson Ct.

**PZ Case 22-20PP:** Preliminary Plat for Fulkerson Cottages, 1 lot on 6.68 acres at the SW corner of Liberty Dr. & Fulkerson Ct.

**PZ Case 22-19R&PDP:** Proposal to rezone 6.68 acres from R-1C to PD for Fulkerson Cottages to allow the construction of a 40-unit age restricted community at the SW corner of Liberty Dr. & Fulkerson Circle.

**PZ Case 16-27A:** Proposal to amend the Future Land Use Map from Low-Density Residential to High-Density Residential at 73 Fulkerson Circle.

## APPLICANT'S PROPOSAL

### Summary

In 2023, this development received FDP approval to allow for the construction of 40 dwelling units, including five duplexes, six triplexes, and three fourplexes, in addition to a club house. The development was approved with a single public access at the northwest corner of the property onto W. Liberty Drive, with a gated emergency drive onto Fulkerson Circle. The applicant has filed this application to eliminate the gate from the drive onto Fulkerson Circle, creating a second public access into the development. The applicant's request is attached to this report as Exhibit C.

### Use

The development, which has nearly completed construction, will maintain all of the same elements previously approved by the City Council but for the proposal to remove the gate from the emergency access to Fulkerson Circle.

### Site Design

The development has nearly completed construction and will therefore not be making significant changes to its overall design at this time.

### Access/Circulation/Parking

Access to this site was originally limited to a single public entry to W. Liberty Drive at the northwest corner of the site, with a gated emergency access available to Fulkerson Circle to be used strictly by emergency vehicles. The applicant has requested to eliminate the gate from this entry, creating a second public entry to the development at Fulkerson Circle. All other elements of the developments circulation and available parking would remain unchanged.

### Building Design/ Signage/Lighting

No alterations have been proposed to the development's building design, signage, or lighting as part of this proposal.

### Landscaping/ Open Space/ Tree Preservation

No alterations have been proposed to the development's landscaping or open space as part of this proposal.

## PUBLIC INFRASTRUCTURE

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

ordinance. The detailed Public Improvement plans are currently in review by the Public Works and Utilities departments. Final approval of these plans must be obtained prior to building permits being issued.

### **Streets**

If the removal of the emergency access gate is approved, the development will have direct access to both W. Liberty Drive and Fulkerson Circle.

### **Sanitary Sewer**

No alterations will be made to the development's sanitary sewer lines.

### **Water**

No alterations will be made to the development's water lines.

### **Stormwater**

No alterations will be made to the development's stormwater infrastructure.

## **STAFF ANALYSIS**

In accordance with the UDO, staff's analysis of a Final Development Plan application follows section 30-27.8. Before staff may recommend approval, the UDO requires the following be determined:

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

The City's Comprehensive Plan, *Leading Liberty Forward*, includes this property within its Mixed Residential Future Land Use category, which is meant to allow for a mixture of single-family detached housing alongside complementary, small-scale, and low-density attached housing styles. Staff believes that the development – which includes duplexes, triplexes, and quadplexes adjacent to existing detached single-family dwellings – aligns with the intent of this Future Land Use category and the intent of the Comprehensive Plan.

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

Staff finds that the application substantially conforms to the requirements set forth in the UDO for development within the Planned Development District.

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

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

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

Staff finds that this application does substantially comply with the preliminary development plan.

## **STAFF RECOMMENDATION**

Staff finds that this application meets the standards of review for a final development plan. Staff recommends approval of PZ Case 25-04FDP-A.

## **PZ RECOMMENDATION**

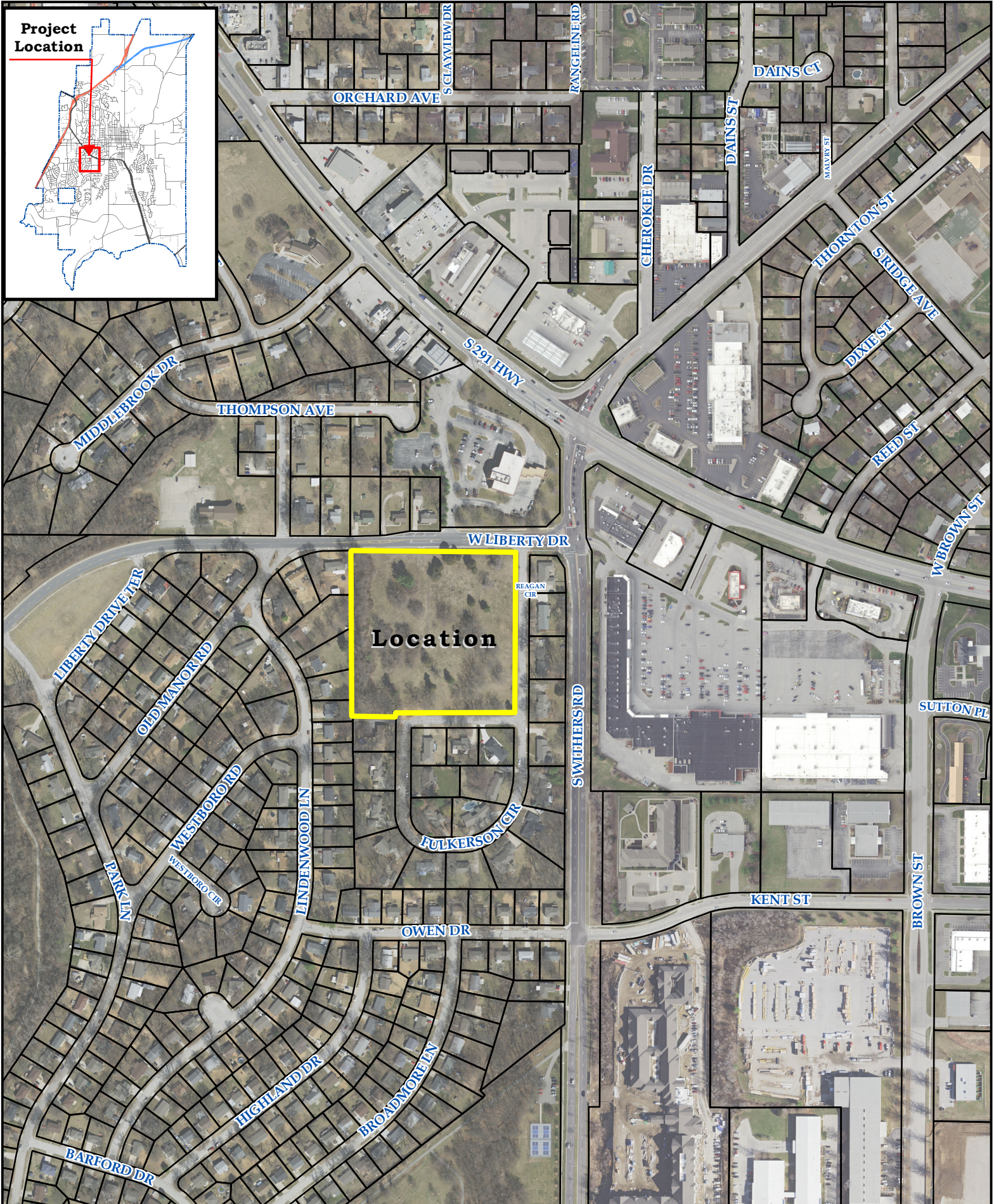
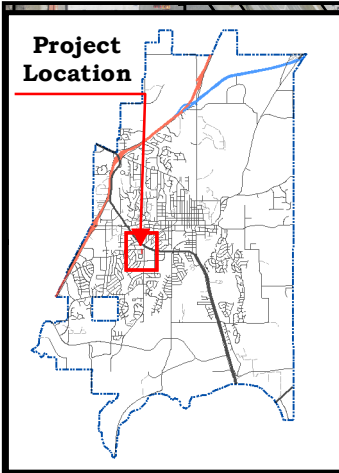
At its January 14, 2025 meeting, the Planning & Zoning Commission voted 8-0-0 to recommend approval of P&Z Case 25-04FDP-A as presented in the staff report.

## **ATTACHMENTS**

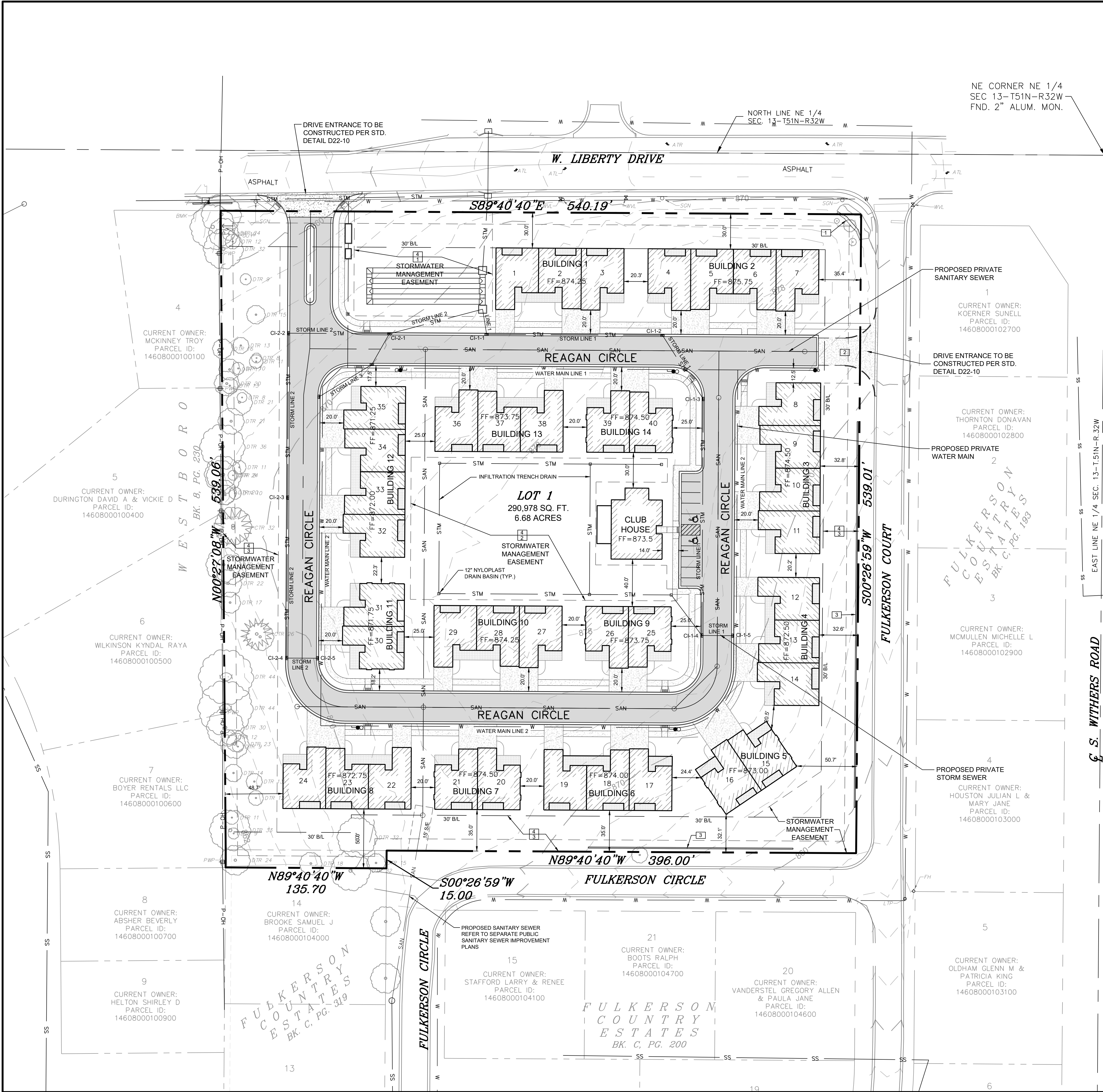
|            |                                              |
|------------|----------------------------------------------|
| Exhibit A: | Vicinity Map                                 |
| Exhibit B: | Site Plan                                    |
| Exhibit C: | Applicant's Narrative                        |
| Exhibit D: | Planning & Zoning Commission Minutes Excerpt |
| Exhibit E: | Resolution                                   |

**The City Council will consider this request at their regular session on January 27, 2025 held in the Council Chambers, City Hall.**



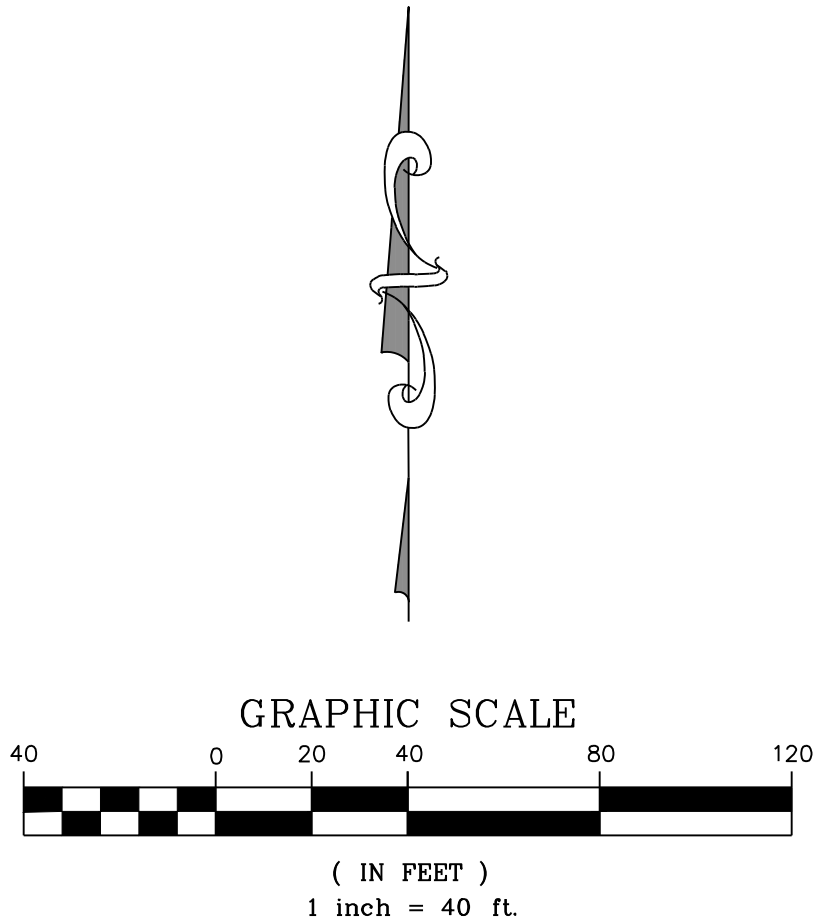






GENERAL NOTES:  
1. EXISTING MONUMENT SIGN TO REMAIN.  
2. EMERGENCY FIRE ACCESS ONLY.  
3. PROPOSED RETAINING WALLS - SEE PLANS FOR HEIGHT  
4. PROPOSED STORMWATER MANAGEMENT EASEMENT AREAS.  
1. NATIVE VEGETATION & INFILTRATION AREA  
2. INFILTRATION AREA  
3. NATIVE VEGETATION AREA

| FULKERSON COTTAGES             |                             |                |
|--------------------------------|-----------------------------|----------------|
| SITE DATA                      |                             |                |
| ZONING                         | EXISTING: PD                | PROPOSED: MPD  |
| GROSS AREA                     | 290,980.80 SF               | 6.68 AC.       |
| USAGE                          | 55+ TOWNHOMES               |                |
| BUILDING DATA                  |                             |                |
| UNIT FOOTPRINT                 | 1,456 SF                    | TOWNHOME       |
| UNITS PER BUILDING             | 2, 3 & 4                    |                |
| NUMBER OF BLDGS                | 14                          |                |
| TOTAL NUMBER OF UNITS          | 40                          |                |
| CLUBHOUSE TOTAL AREA           | 1,750 SF                    |                |
| TOTAL BUILDING FOOTPRINT AREA  | 65,340 SF                   |                |
| FLOOR AREA RATIO               |                             |                |
| GROSS AREA                     | 290,980.80 SF               | 6.68 AC.       |
| TOTAL BUILDING FOOTPRINT AREA  | 65,340 SF                   |                |
| NUMBER OF UNITS                | 40                          |                |
| BUILDING COVERAGE              | 0.22                        | 5.99 UNITS/AC. |
| PARKING DATA                   |                             |                |
|                                | REQUIRED                    | PROVIDED       |
| UNIT PARKING STALLS (DRIVEWAY) | 2 SPACES PER UNIT=80 SPACES | 40 SPACES      |
| UNIT PARKING STALLS (GARAGE)   |                             | 40 SPACES      |
| CLUBHOUSE PARKING              | N/A                         | 10 SPACES      |
| ADA PARKING                    | 4 SPACES                    | 4 SPACES       |
| OPEN SPACE DATA                |                             |                |
| PERVIOUS AREA                  | 149,819.00 SF               | 3.44 AC.       |
| TOTAL SITE AREA                | 290,980.80 SF               | 6.68 AC.       |
| OPEN SPACE %                   | 51.5%                       |                |



REVISIONS

| NO. | DATE     | DESCRIPTION      | REVIEW COMMENTS | CHECKED BY: |
|-----|----------|------------------|-----------------|-------------|
| 1   | 1/18/23  | FF ELEVATIONS    | JKR             | SMW         |
| 2   | 4/14/23  | REMOVE CHRP GATE | JKR             | SMW         |
| 3   | 11/18/24 |                  |                 |             |
| 4   |          |                  |                 |             |
| 5   |          |                  |                 |             |
| 6   |          |                  |                 |             |
| 7   |          |                  |                 |             |

FULKERSON COTTAGES  
LIBERTY, CLAY COUNTY, MISSOURI  
SITE DEVELOPMENT PLANS  
SITE PLAN

ENGINEER'S SEAL

R.L. Buford & Associates Engineering, LLC  
LAND SURVEYING - CIVIL ENGINEERS - DEVELOPMENT CONSULTANTS  
R.L. BUFORD & ASSOCIATES, LLC  
P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6192

|         |        |                    |            |            |
|---------|--------|--------------------|------------|------------|
| JOB NO. | COUNTY | SEC. - TWP. - RGE. | DATE       | CHECKED BY |
| 14069   | CLAY   | 24 - 1 - 12        | SEPT. 2022 | SMW        |

FOR PATRIOT PROPERTIES

SHEET NO. 3 OF 18



Applicant is seeking to have the previously approved development plan modified in one respect only. They are asking to remove the so-called “fire access gate” planned for the east access point at Fulkerson Circle. The fire gate would prevent access to the development via the east entrance except for emergency vehicles in the event of an emergency. Upon reviewing the options and design for a gate at that location it has become clear that such a gate is difficult to design and make work properly due to the elevations and the short distance between the street and proposed gate. In discussions with fire department leadership it became clear that they would much prefer not to have the gate and the associated delays and difficulties it could create in the event of an emergency. Further, blocking off the east entrance will remove a useful, secondary means of ingress and egress for the neighborhood behind the development. Having that second access point that allows traffic to avoid the intersection of Liberty Drive and Withers is very useful for all involved and helps to relieve congestion at that intersection. Neighbors are able to cut through Fulkerson Cottages to access Liberty Drive further west away from the intersection with Withers thereby lessening congestion at that intersection. Keeping the free flow of traffic through the east entrance improves access for all parties, is safer and more efficient and avoids the difficulties and accompanying delays and safety issues that a closed gate will create for emergency vehicle access.

Spencer R. Thomson, Esq.

Thomson, LLC

**A. PZ Case 25-04FDP-A: Amended Final Development Plan for Fulkerson Cottages to change gated emergency access to full access at W. Liberty Dr. and Fulkerson Cir.**

Mr. McGinnis presented the proposed Final Development Plan to the commission as described in the staff report.

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

Commissioner Personett asked why this case was not given a public hearing. Ms. Sharp stated that the UDO does not require Planned Developments to go through a public hearing process for amendments of this nature, and so staff could not require it.

Commissioner Personett asked why the gate had been originally proposed if the applicant was requesting to remove it now. Ms. Sharp recalled that during the original review of this Planned Development, neighboring property owners voiced concerns about increasing traffic on Fulkerson Circle, and so the applicant agreed to provide a gate to limit the use of the access point to emergency vehicles. She said she would defer to the applicant to explain the need to now remove it.

Commissioner Personett noted that there appeared to be a retaining wall shown on the plans provided that had not yet been installed on the site despite the other landscaping elements being present. Mr. Martinez said he would look into this.

Spencer Thomson, of 1207 Campbell Avenue and Thomson, LLC, introduced himself as the applicant. Mr. Thomson explained that the gate was originally included as a compromise with concerned neighbors, but that the topography of the site and proximity to Fulkerson Circle both made its inclusion difficult. Mr. Thomson stated that he believed removing the gate would improve connectivity for motorists in the area, which can be important for senior communities who may be visited by emergency services more often than the average neighborhood. Regarding the retaining wall mentioned by Commissioner Personett, Mr. Thomson stated that as the project progressed the project engineers redesigned the topography of the site to eliminate the need for the retaining wall.

Chairman Rosekrans asked if the commission had any further questions for staff. Seeing no additional questions, Chairman Rosekrans asked for a motion.

**Action: Commissioner Holt moved to approve the case as presented in the staff report, Commissioner Dilts seconded the motion.**

Vote: Motion passed 8-0-0

Yes: All

No: None

Abstain: None

Chairman Rosekrans said the case would be heard in front of the City Council on Monday, January 27, 2025.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR  
FULKERSON COTTAGES, TO ELIMINATE THE GATE FROM THE ENTRY AT  
REAGAN CIRCLE AND FULKERSON CIRCLE, IN LIBERTY, CLAY COUNTY,  
MISSOURI

WHEREAS, an amended final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in the City of Liberty, Clay County, Missouri, has been duly and properly presented to the Planning & Zoning Commission on January 14, 2025 and City Council on January 27, 2025; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the final development plan described duly conforms to the standards and requirements of ordinances in place at the time of the application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri, that the final development plan for Fulkerson Cottages, to eliminate the gate from the entry at Reagan Circle and Fulkerson Circle, in the City of Liberty, Clay County, Missouri, is hereby approved according to the final development plan on file in the office of the Department of Planning and Development.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK



**CITY COUNCIL  
ACTION REPORT**

**Meeting Date:** February 24, 2025

**A/R No.:** 2025-18

**Department:** Parks & Recreation

**Submitted By:** Jimmy Gibbs, Assistant  
Parks and Recreation Director

**Subject:** Ordinance approving a beverage agreement with Heartland Coca-Cola Beverage Company for purchase of product for the Capitol Federal Sports Complex and the Liberty Community Center in an amount not to exceed \$70,000.00 (Second Reading)

**Summary:**

- Year one of a five-year agreement (March 1, 2025 through October 31, 2030) to purchase Coca-Cola products for sale at Capitol Federal Sports Complex and the Liberty Community Center.
- Annual purchases are budgeted and not to exceed \$70,000.00. This pricing is based on past usage levels, new costs, and increased days of usage.
- The product is sold for profit; accordingly, the cost is recovered through sales.
- Coca-Cola was the only vendor to bid on the concessions bottling RFP.

**Background:**

The City operates two seasonal concession stands at the Capitol Federal Sports Complex and provides beverage vending machines at the Liberty Community Center. Products are sold at both locations for a profit, which is reflected in the 2025 Sports Complex and Liberty Community Center revenue portions of the budget.

A summary of the vendor proposal is as follows:

**Coca-Cola Company**

| 20oz Bottles    | Price/case | Rebate         | Sponsorship                                | Price Increase    |
|-----------------|------------|----------------|--------------------------------------------|-------------------|
| Coke - Cola     | \$25.83    | \$1/ 20oz Case | \$4,000 per year/<br>\$20,000 over 5 years | Up To 5% annually |
| Coke - Water    | \$15.54    | \$1/ 20oz Case |                                            | Up To 5% annually |
| Coke - Powerade | \$27.38    | \$1/ 20oz Case |                                            | Up To 5% annually |

This contract represents year one of a five-year agreement to purchase Coca-Cola products for resale at Capitol Federal Sports Complex and the Liberty Community Center. The staff is requesting approval of this contract in an amount not to exceed \$70,000.00. This pricing is based on average past usage levels, new costs, and increased days of usage. The product is sold for profit; accordingly, the purchase cost is recovered through sales. The amount is included as a part of the 2025 budget.

For the Liberty Community Center, vending machines are filled by Coca-Cola with revenue sharing based on sales.

**Previous Action (if applicable):**

**Policy/Committee Review:**

|                                             |                                 |
|---------------------------------------------|---------------------------------|
| Citizen Sales Tax Oversight Committee       | Completed/Recommended:          |
| Public Safety Sales Tax Oversight Committee | Completed/Recommended:          |
| Budget Committee                            | Completed/Recommended:          |
| x Other: Park Board                         | Completed/Recommended: 1/9/2025 |

**Financial Considerations:**

|                     |                                 |                     |
|---------------------|---------------------------------|---------------------|
| <b>Budgeted:</b>    | Line Item: 461-53005-451-000000 | Amount: \$70,000.00 |
|                     | Line Item:                      | Amount:             |
|                     | Revenue Line (if applicable):   | Amount:             |
| <b>Non-Budgeted</b> | Line Item:                      | Amount:             |
|                     | Line Item:                      |                     |
|                     | Funding Source:                 | Amount:             |

**Attachments:**

1. Ordinance Coca Cola 2025

Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE APPROVING A BEVERAGE AGREEMENT WITH HEARTLAND COCA-COLA BEVERAGE COMPANY FOR PURCHASE OF PRODUCT FOR THE CAPITOL FEDERAL SPORTS COMPLEX AND THE LIBERTY COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED \$70,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a beverage agreement by and between the City of Liberty and Coca Cola Bottling Company, P.O Box 74008600, Chicago, IL 60674-8600, in an amount not to exceed SEVENTY THOUSAND DOLLARS AND NO/100 (\$70,000.00), pertaining to the purchase of non-alcoholic beverages for concessions and vending services at Capitol Federal Sports Complex and the Liberty Community Center located in Liberty, Missouri, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR



**CITY COUNCIL  
ACTION REPORT**

**Meeting Date:** February 24, 2025

**A/R No.:** 2025-41

**Department:** Parks & Recreation

**Submitted By:** Jimmy Gibbs, Assistant  
Parks and Recreation Director

**Subject:** Ordinance approving a contract for services with Kitch's Lawncare for FY2025 mowing services at Fairview, New Hope and Mount Memorial Cemeteries for a minimum of 22 mows and in an amount not to exceed \$65,000.00

**Summary:**

- The City of Liberty annually enters into an agreement with a lawn company to provide professional mowing services at Fairview, New Hope and Mount Memorial Cemeteries.
- The City rebid the mowing of cemeteries this year after completion of the previous three, one-year contracts.
- This new contract is for a period of one year with an option to renew again for two additional one-year terms (2026 and 2027) if both parties agree to the terms outlined in the proposal.
- Kitch's Lawncare was the only contractor to submit a bid, and has been the professional service provider at the cemeteries for several years and is in good standing with the City of Liberty.
- Staff recommends entering into an agreement with Kitch's Lawncare for a minimum of 22 mows in an amount not to exceed \$65,000.00.

**Background:**

The City of Liberty annually enters into an agreement with a lawn care company for professional mowing services for Fairview, New Hope and Mount Memorial Cemeteries. The services provided include mowing and trimming. The FY2025 cemetery budget includes \$65,000 in funding for these services.

In December 2024, staff developed a bid document using previous mowing history as well as with regard to the mowing and maintenance of the cemeteries. Staff publicly advertised lawn care services and one proposal was received.

| Vendor           | Mow and Trim Per Mow | Based on Minimum of 22 Mows |
|------------------|----------------------|-----------------------------|
| Kitch's Lawncare | \$2,310.00           | \$50,820.00                 |
|                  |                      |                             |

Kitch's Lawncare's has been the professional service provider at the cemeteries for several years and is in good standing with the City of Liberty. The per mow price of this bid has increased from \$2,100/mow in 2024 to \$2,310/mow in 2025. The staff believes this is a reasonable increase and recommends entering into a contract with Kitch's Lawncare.

Given the weather-related variability of service needs year-to-year, the contract guarantees a minimum of 22 mows and all other services will be requested by staff as the budget allows in an amount not to exceed \$65,000.

**Previous Action (if applicable):**

**Policy/Committee Review:**

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

**Financial Considerations:**

|   |                     |                                 |                     |
|---|---------------------|---------------------------------|---------------------|
| x | <b>Budgeted:</b>    | Line Item: 247-57024-204-000000 | Amount: \$65,000.00 |
|   |                     | Line Item:                      | Amount:             |
|   |                     | Revenue Line (if applicable):   | Amount:             |
|   | <b>Non-Budgeted</b> | Line Item:                      | Amount:             |
|   |                     | Line Item:                      |                     |
|   |                     | Funding Source:                 | Amount:             |

**Attachments:**

1. PK25 - 11 - Ordinance - 2025 Cemetery Mowing Kitch Lawncare
2. PK25 - 11 - 2025 Cemetery Mowing Contract - Signed by Kitch 1.30.2025



Document No. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE APPROVING A CONTRACT FOR SERVICES WITH KITCH'S  
LAWNCARE FOR 2025 MOWING SERVICES AT FAIRVIEW, NEW HOPE, AND  
MOUNT MEMORIAL CEMETERIES FOR A MINIMUM OF 22 MOWS AND IN AN  
AMOUNT NOT TO EXCEED \$65,000.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a contract for services by and between the City of Liberty and Kitch's Lawncare, 9951 NE 112<sup>th</sup> St., Kansas City, MO 64117, for a minimum of 22 mows in an amount not to exceed SIXTY-FIVE THOUSAND DOLLARS AND NO/100 (\$65,000.00), for mowing services at Fairview, New Hope, and Mount Memorial Cemeteries, a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR



## **CONTRACT FOR SERVICES 2025 AGREEMENT FOR MOWING SERVICES AT FAIRVIEW, NEW HOPE, AND MOUNT MEMORIAL CEMETERIES**

Agreement made this **February 24, 2025**, between **Kitch's Lawncare**, an entity organized and existing under the laws of the State of **Missouri**, with its principal office located at **9951 NE 112<sup>th</sup> St., Kansas City, MO 64117**, hereafter referred to as the Contractor, and The City of Liberty, Missouri, with its principal office located at 101 E Kansas Street, Liberty, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of **March 1, 2025** and is coincidental with the Mayor's signature and attestation by the Deputy City Clerk and shall remain in effect as described within the attachments.

### **ARTICLE I THE WORK**

Contractor agrees to perform all work and provide all materials as specified in Invitation to Bid **PK25 - 11** and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

### **ARTICLE II CONTRACT TERM**

The term of this contract shall be **March 1, 2025 to December 31, 2025**. If both parties mutually consent to continue the agreement, it may be extended for two additional one-year terms (2026 and 2027) under the same terms and conditions.

### **ARTICLE III CONTRACT SUM AND PAYMENT**

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City for a minimum of **22 mows** and in an amount not to exceed **\$65,000** and in accordance with the service rates proposed with the contractor's bid submission.

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

#### **ARTICLE IV CONTRACT PAYMENT**

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

The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section X shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

#### **ARTICLE V INSURANCE REQUIREMENTS**

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

#### **ARTICLE VI DAMAGES/DELAYS/DEFECTS**

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

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

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

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

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

## **ARTICLE VII RESPONSIBILITIES**

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

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

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

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

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

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

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

## **ARTICLE VIII TERMINATION OF AGREEMENT**

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

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

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

## **ARTICLE IX ARBITRATION**

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

## **ARTICLE X AFFIDAVIT OF WORK AUTHORIZATION**

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

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consist of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

## **ARTICLE XI INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Contractor agrees that this indemnification requires the Contractor to obtain insurance in amounts specified in the General Terms and Conditions Appendix B.

## **ARTICLE XII CONTRACT DOCUMENTS**

The documents listed in below are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed below. The Contract Documents may only be amended, modified, or supplemented as provided in the General Terms and Conditions Appendix B.

- This Agreement
- Scope of Work (Appendix A)
- General Terms and Conditions (Appendix B)
- Federal Work Authorization Affidavit (Appendix C)
- Exhibits to this Agreement (enumerated as follows):
  - Contractor's Bid (Exhibit A)

ARTICLE XII

ENTIRE AGREEMENT

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

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

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

OWNER: City of Liberty, Missouri

Signature: \_\_\_\_\_

CONTRACTOR: Kitch's Lawn Care

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

Attest: \_\_\_\_\_

Title: Deputy City Clerk

Name: Kitch's Lawn Care & Landscape, serving, etc.

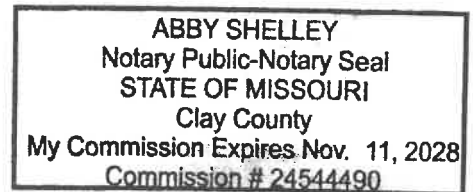
Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Notary

Signature: Abby Shelley

Seal:



Address for giving notices:

City of Liberty, MO - Parks & Rec Department

1600 S. Withers Rd.

Liberty, MO 64068

Address for giving notices:

Kitch's Lawn Care

9951 NE 112th St.

LC MO 64157

Liberty Occupation

License No.: LIC-01-25-0042

## APPENDIX A

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### Scope of Work and Special Provisions Mowing Services for City-Owned Cemeteries

#### **GENERAL REQUIREMENTS**

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

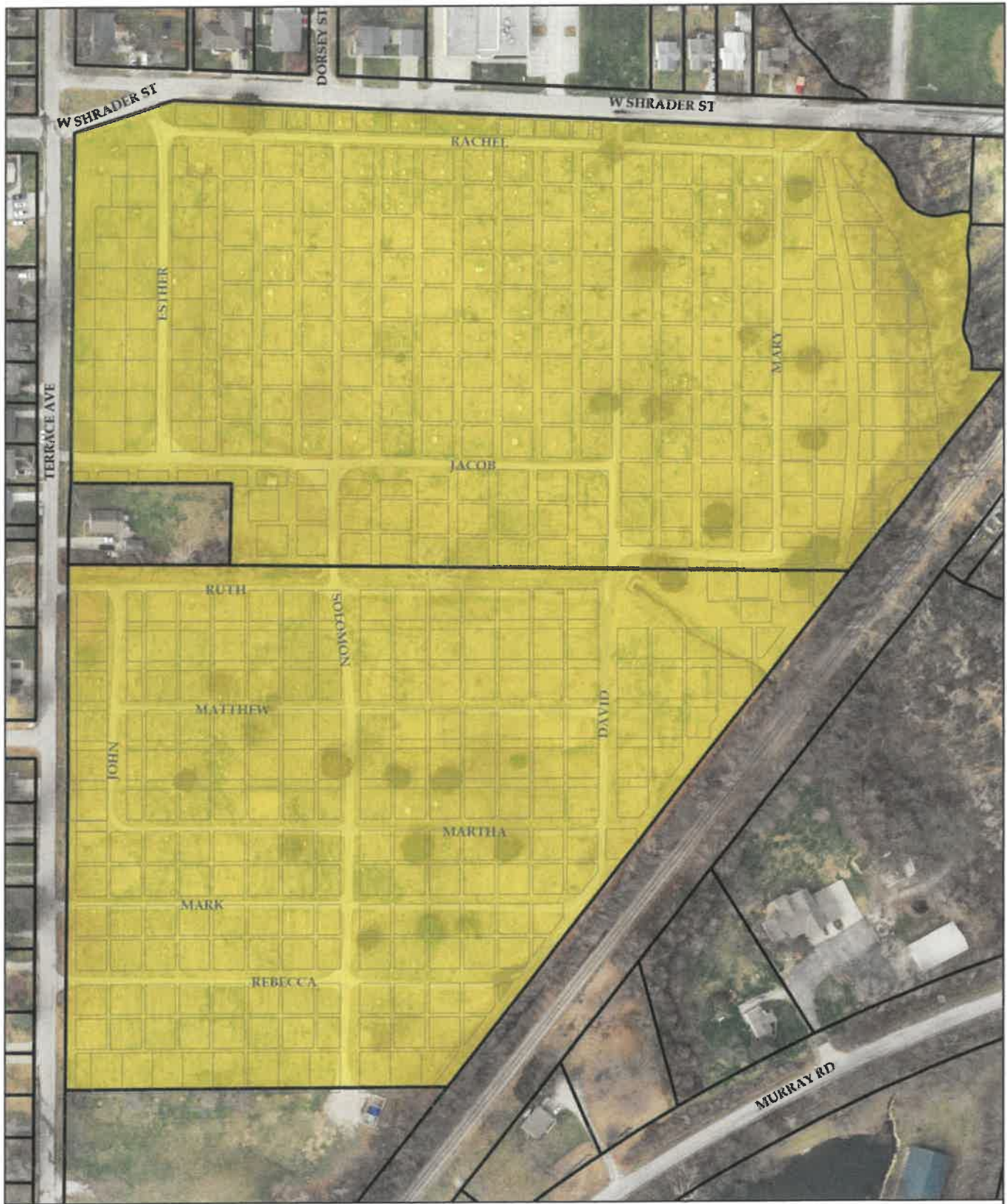
- J. The City may retain from any payment due or to become due the Contractor such sums as are deemed necessary to protect its interests until all such claims or suits have been settled or disposed of, and suitable evidence to that effect furnished to the City.

## **WORK SPECIFICATIONS**

- A. Contractor shall mow and trim all areas approximately once every ten (10) to fourteen (14) days, or on an as needed basis during periods of inclement weather during the term of the contract period. A schedule of approximate mowing dates will be worked out with selected vendor prior to starting the contract annually. Contractor will be provided with at least 48 hours' notice if schedule needs to be adjusted based on growing conditions or other factors.
- B. Mowers will be 36" cut rotary mowers or larger. The use of tractors with finish mowers are not an acceptable means for mowing.
- C. Mowing under wet conditions or when the ground is saturated will not be permitted.
- D. A minimum of 22 mows will be required for the season with a maximum of 32 mows for the season. Actual number will be determined by the Cemetery Sexton based on growing conditions.
- E. All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the grass blades. Mower decks should be level as to cut an even height from side to side of mower deck. All grass shall be cut at a height of approximately two and a half inches (2 ½"). All structures, trees, poles, tables, signs, fences, headstones, shrub beds and other objects are to be trimmed closely. Special care shall be given to trimming around small trees so as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required two and a half inches (2 ½") cutting height. All trimming must be accomplished concurrently with mowing operations and must be completed in the same 48hr-72hr timeframe. Upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from the mowing equipment. Turf shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to avoid discharging grass clippings on to any surface such as headstones, streets, or adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas.
- F. Removal of all trash on the ground prior to mowing and at the conclusion of each mow is required. Any trash and litter cut or broken during mowing operations shall be completely removed from mowing areas immediately prior to proceeding with the mowing of other areas. This includes any silk flowers or other temporary grave ornamentation hit or disturbed by mowers.
- G. Removal of all fallen tree limbs to a designated brush pile on site must be completed prior to moving to next site.
- H. All plant growth in cracks, seams and/or joints of paved areas, such as sidewalks, curbs, and driveways, shall be cut down to the pavement surface during the completion of each mowing.



- I. Mowing shall be conducted within two days prior to Memorial Day, July 4<sup>th</sup>, and Labor Day. As with all mowings, the contractor will provide for the removal of all grass debris on headstones following mowing.
- J. City owned memorials within the cemetery must have walking paths trimmed free of plant growth and swept or blown clean each week. The City owned memorials are the Veteran's Memorial in the northwest corner of Fairview, the Liberty African American Legacy Memorial on the eastern edge of Fairview, and the Columbarium Garden on the southern edge of Fairview.
- K. All boundaries are marked on the included map. The mowing boundaries of Fairview/New Hope Cemetery are W. Shrader St to the north, S. Terrace Ave to the west, the wood line and creek to the east, and the tree line on the southern edge. Mt. Memorial is a walled in cemetery and all grounds inside the walls must be maintained as well as weed eater maintenance on the exterior of the wall. There is a private residence contained within Fairview Cemetery that the vendor is not responsible for maintaining which has its boundaries marked on the included map.



## **Fairview & New Hope Cemeteries**

 Fairview & New Hope  
Boundaries

Approximately 26 acres







## Mt. Memorial Cemetery

 Mt. Memorial Boundaries

Approximately 1.4 acres



## APPENDIX B

### Standard Terms and Conditions

The Contractor is expected to comply with City of Liberty Standard Contract Terms and Conditions.

#### A. *Procedures*

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

#### B. *Contract Award*

**Award of this contract is anticipated within 90 days of closure of the bid**, with final work completed by the time specified under Article II, Contract Term.

#### C. *Changes.*

No change in this Agreement shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and the Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and the Contractor shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

#### D. *Insurance*

The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Contractor, its agents, representatives, employees or subcontractors. The City of Liberty shall be included as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date. Nothing in this requirement is or shall be deemed a waiver of the City's sovereign immunity.

##### 1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$3,370,137 aggregate

##### 2. Comprehensive Automobile Liability:

- Minimum \$3,370,137 combined single limit for bodily injury and property damage per occurrence

##### 3. Workers' Compensation:

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

##### 4. Employers' Liability:

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

*E. Exemption from Taxes*

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

*F. Employment Discrimination by Contractors Prohibited/Wages/ Information*

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

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

*G. Invoicing and Payment*

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

*H. Cancellation*

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

*I. Contractual Disputes*

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

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

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

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and venue for any dispute shall be within the State of Missouri.

*J. Severability*

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

*K. Applicable Laws*

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

*L. Drug/Crime Free Work Place*

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

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

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

*M. No Escalation of Fees*

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

*N. Permits*

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

*O. Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

*P. Nondisclosure.*

The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

**APPENDIX C**

**Federal Work Authorization Affidavit**

STATE OF MISSOURI  
COUNTY OF CLAY

**AFFIDAVIT**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

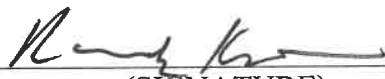
An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Randy Kitch, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Randy Kitch and I am currently the owner (Title) of Kitch's LawnCare hereinafter "Contractor", whose business address is 9951 NE 112th St. Kc mo 64157, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Liberty: **Project PK25 - 11, 2025 Agreement for Mowing Services at Fairview, New Hope and Mount Memorial Cemeteries.**
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

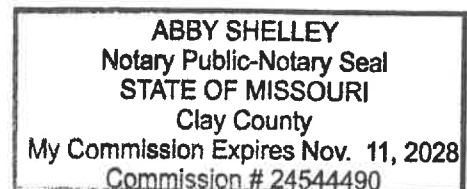
  
(SIGNATURE)

Randy Kite  
[printed name], Affiant

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 20 25

  
Notary Public State of Missouri

My Commission Expires: 11/11/28  
Commissioned in Clay County  
Commission #: 24544490



**PLEASE NOTE:**

Acceptable enrollment and participation documentation consist of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification Division.



**APPENDIX D****Bid Document****BID FORM A**

The quantities listed are only estimates and the City has the right to modify said estimates.

The following bid is hereby submitted by \_\_\_\_\_ in response to the request for bid issued by the City of Liberty for the following services:

| <u>Description of Product</u> | <u>Quantity</u> | <u>Cost Per Item</u> | <u>Total Bid Cost Submitted</u> |
|-------------------------------|-----------------|----------------------|---------------------------------|
| Mowing & Trimming             | 22*             | \$ 2,310             | \$ 50,820                       |

\*Total number of mows may range from 22-32.

TOTAL COST OF BID

\$ 50,820

SIGNED

NAME

Randy Kitch

TITLE

owner

SIGNATURE

Randy Kitch

NAME OF FIRM  
SUBMITTING BID

Kitch's Lawncare & Landscape Services Inc.

ADDRESS OF FIRM

9951 NE 112th St

Kansas City, Mo. 64117

DATE SUBMITTED

1-15-2025

City of



**THIS LICENSE IS NOT TRANSFERABLE**  
Must be posted in a visible location in the business establishment

## *The State of Missouri*

### Occupation License

Randy Kitch  
LICENSEE

### **Kitch's Lawncare & Landscape Services, Inc.**

9951 Northeast 112th Street  
KANSAS CITY MO 64157

is hereby issued a license in relation to:    Service

License Number: LIC-01-25-0042

Expires: 01/31/2026

  
Mayor

  
Deputy City Clerk

01/29/2025

Date Issued



## CITY COUNCIL ACTION REPORT

**Meeting Date:** February 24, 2025

**A/R No.:** 2025-54

**Department:** Parks & Recreation

**Submitted By:** BJ Staab, Director Parks & Recreation, Andy Noll, Utilities Director

**Subject:** Ordinance approving a maintenance management and fleet rental agreement with Enterprise Fleet Management for four vehicles in an amount not to exceed \$46,070.76

### **Summary:**

- The Parks Department and Utilities Department request to utilize Enterprise Fleet Management for 4 new Ford vehicles.
- The Parks Department will be leasing two 2025 Ford F-350 Regular Cabs XLT trucks and one 2025 Ford F-350 Crew Cab XLT truck. These three trucks are replacing a 1998 F-150, 1999 F-250 and 2008 F-250.
- The Utilities Department will be leasing a 2025 Ford Ranger XLT Supercrew to replace a 2012 Ford F150.
- The City of Liberty will piggyback on the Enterprise Fleet Management Sourcewell Cooperative Purchasing agreement RFP #060618-EFM. This addresses the following; access to all fleet management services as applicable to the needs of the City of Liberty. Supports the City's need for fleet evaluation on a quarterly basis, assessing costs and reviewing best practices.
- Year 1 – Parks cost \$37,240.56 (5-year lease)
- Year 1 – Utilities cost \$8,830.20 (5-year lease)

### **Background:**

It is a goal of the Parks and Utilities department to develop and incorporate a vehicle replacement program for its ever-aging fleet. However, due to government purchasing procurement processes, increased purchase costs and increased staff time contacting dealerships, staff recommend using Enterprise Fleet Management to bridge those gaps.

Enterprise Fleet Management's proposal will save City resources and budget dollars through a managed vehicle program. The City will utilize an open-end lease as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay. This will also allow the City to replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expenses. Maintenance and repair expenses will be reduced as the age of vehicles is lowered and with the integration of more fuel-efficient vehicles. Also, this will establish a proactive replacement plan that maximizes potential equity at a time of resale, reduces operational expenses and increases safety.

An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at the

time of disposal.

The City of Liberty will have a dedicated, local account team to proactively manage and develop our fleet while delivering the highest level of customer service to facilitate day-to-day needs. Our enterprise manager will provide ongoing analysis, which includes best makes/models, cents per mile, total costs of ownership and replacement analysis.

Other municipalities partnered with EFM include the cities of: Parkville, Independence, Raymore, Blue Springs, Smithville, Gladstone and others.

Other school districts partnered with EFM include: William Jewell College, Liberty School District, University of Missouri, KCMO and others.

Staff want to begin with a smaller number of vehicles for the first year and get familiar with costs and savings prior to expanding the fleet replacement number. Staff recommends entering an agreement with Enterprise Fleet Management for the four vehicles listed.

**Previous Action (if applicable):**

**Policy/Committee Review:**

|                                             |                                  |
|---------------------------------------------|----------------------------------|
| X Citizen Sales Tax Oversight Committee     | Completed/Recommended: 2/13/2025 |
| Public Safety Sales Tax Oversight Committee | Completed/Recommended:           |
| Budget Committee                            | Completed/Recommended:           |
| X Other: Park Board                         | Completed/Recommended: 2/6/2025  |

**Financial Considerations:**

|   |                     |                                 |                     |
|---|---------------------|---------------------------------|---------------------|
| X | <b>Budgeted:</b>    | Line Item: 353-70000-403-000000 | Amount: \$37,240.56 |
|   |                     | Line Item: 592-70000-801-000000 | Amount: \$ 4,415.10 |
|   |                     | Line Item: 593-70000-901-000000 | Amount: \$ 4,415.10 |
|   |                     | Revenue Line (if applicable):   | Amount:             |
|   | <b>Non-Budgeted</b> | Line Item:                      | Amount:             |
|   |                     | Line Item:                      |                     |
|   |                     | Funding Source:                 | Amount:             |

**Attachments:**

1. Ordinance Enterprise Fleet Management
2. EFM Government Credit Application
3. EFM Maintenance Management and Fleet Rental Agreement
4. EFM Master Equity Lease Agreement - Government
5. EFM Telematics Services Agreement
6. EFM Addendum to Equity MLA - FM TRUST - 12.2024
7. EFM Assignment Agreement to Sell FM Customer Vehicles
8. EFM Company Owned Vehicle Service Agreement - 12.2024
9. EFM Consignment Auction Agreement for Sale of Customer Owned Vehicles
10. EFM Full Maintenance Agreement

DOCUMENT NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE APPROVING A MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR FOUR VEHICLES IN AN AMOUNT NOT TO EXCEED \$46,070.76

WHEREAS, the Parks Department and Utilities Department have developed a Vehicle Replacement Program for its ever-aging fleet of vehicles; and

WHEREAS, this lease agreement will allow the City to acquire much needed additional vehicles without a large capital budget outlay; therefore

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri hereby approves a maintenance management and fleet rental agreement by and between the City of Liberty and Enterprise Fleet Management Trust, PO Box 800089, Kansas City, MO, 64180-0089 in an amount not to exceed FORTY SIX THOUSAND SEVENTY DOLLARS AND 76/00 (\$46,070.76), a copy of said agreement being incorporated herein by reference and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to execute the maintenance management and fleet rental agreement described in Section I of this ordinance.

SECTION III

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

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

ORDINANCE NO. \_\_\_\_\_ (CONT.)

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

Please complete all applicable items.

Company Name City of Liberty, MO Credit Applicant \_\_\_\_\_ Year Business Started 1829  
 Street Address 101 E Kansas St City Liberty State MO Zip 64068  
 E-mail bstaab@libertymo.gov Phone # 816-439-4400 Fax # NA  
 Government Entity Type: ☐ State ☐ County ☒ City ☐ Other: \_\_\_\_\_  
 Type of Business City Government Duns Number 076253863  
 Parent Company or Affiliates(Name & Address): NA

PRIMARY CONTACT INFORMATION

Name BJ Staab E-mail bstaab@libertymo.gov Phone # 816-439-4391  
 Fleet Manager Address Same

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☒ Yes ☐ No  
 Accountant Name Forvis Mazars, LLP Email Address forvismazars.us Phone # 816-221-6300

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☒ Audited ☐ Opined ☐ Internal  
 Published Annual Reports ☒ Yes ☐ No  
 Income Tax Returns (3 years) ☐ Yes ☒ No  
 Other Items Included: NA

Federal ID Number: \_\_\_\_\_  
 Fiscal Year End (Month): 12-31

CURRENT VEHICLE SUPPLIER

| Principle Suppliers                                                                                   | Phone # | E-Mail Address | Acct # | # of Vehicles |
|-------------------------------------------------------------------------------------------------------|---------|----------------|--------|---------------|
| <u>NA</u>                                                                                             |         |                |        |               |
|                                                                                                       |         |                |        |               |
|                                                                                                       |         |                |        |               |
|                                                                                                       |         |                |        |               |
| Current Vehicle Suppliers                                                                             | Phone # | E-Mail Address | Acct # | # of Vehicles |
| <input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance |         |                |        |               |
| <u>NA</u>                                                                                             |         |                |        |               |
|                                                                                                       |         |                |        |               |
|                                                                                                       |         |                |        |               |

INSURANCE

Company \_\_\_\_\_ Agent \_\_\_\_\_ Policy # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # NA

## ACH AUTHORIZATION AGREEMENT

### LESSEE INFORMATION

Company Name \_\_\_\_\_ FEIN \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Email Address \_\_\_\_\_

### BANK INFORMATION

Bank Name \_\_\_\_\_ Checking Account Only \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Bank Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
ABA / Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**~~\*\*\*PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE\*\*\*~~**

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

[ARBilling@efleets.com](mailto:ARBilling@efleets.com)

### STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.



AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed \_\_\_\_\_ (Title) for City of Liberty, MO \_\_\_\_\_ (Entity legal name) hereafter known as “The Entity”, (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as “Enterprise” (“Lessor”) and the Master Lease Agreement between Enterprise and the Entity ) the (“Lessee”), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

|            |       |
|------------|-------|
| Print Name | Title |
| Print Name | Title |
| Print Name | Title |
| Print Name | Title |
| Print Name | Title |
| Print Name | Title |

Bond Rating: \_\_\_\_\_ Rating Agency: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

|            |                     |
|------------|---------------------|
| Print Name | Title               |
| Signature  | City of Liberty, MO |
|            | Company Name        |
| Date       |                     |

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, “EFM”), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

## MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the        day of February 2025, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Liberty, MO (the "Company").

**1. ENTERPRISE CARDS:** EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

**2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

**3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

**4. RENTAL VEHICLES:** The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

**5. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

**6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

**7. NOTICES:** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

**8. FEES:** EFM will charge the Company for the service under this Agreement \$6 per month per Card.

**9. MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: City of Liberty, MO

Signature: \_\_\_\_\_

By: Greg Canuteson

Title: Mayor

Address: 101 E. Kansas St.  
Liberty, MO 64068

Date Signed: \_\_\_\_\_, 2025

EFM: Enterprise Fleet Management, Inc.

Signature: Niklos Novotny  
DocuSigned by:  
3A55AD08F8D848F...

By: Niklos Novotny

Title: Finance Manager

Address: 5359 Merriam Dr.  
Merriam, KS 66203

Date Signed: February 16, 2025

Initials: EFM NN Company \_\_\_\_\_

## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 24<sup>th</sup> day of February, 2025, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

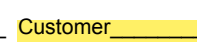
(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

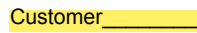
**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

#### **8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

| State of Vehicle Registration                                                                                   | Coverage                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont | \$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible                                                                                                                                 |
| Florida                                                                                                         | \$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible |
| All Other States                                                                                                | \$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible |

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- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

Initials: EFM  Customer \_\_\_\_\_



of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Liberty, MO

Signature: \_\_\_\_\_

By: Greg Canuteson

Title: Mayor

Address: 101 E Kansas St  
Liberty, MO 64068

Date Signed: \_\_\_\_\_, 2025

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: Niklos Novotny  
3A55AD08F8D848F...

By: Niklos Novotny

Title: Finance Manager

Address: 5359 Merriam Dr.  
Merriam, KS 66203

Date Signed: February 16, 2025

Initials: EFM DS  
NN Customer \_\_\_\_\_

### TELEMATICS SERVICES AGREEMENT

As of this      day of February, 2025, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the later of the Effective Date of this Agreement and the effective dates of the following agreement(s) between the parties.

[select any or all that apply]

☒ Master Equity Lease Agreement (with schedules), dated February, 2025.

☐ Master Walkaway Lease Agreement (with schedules), dated                     , 20    .

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") offers in-vehicle Telematics Device(s) (as defined below) from select partners and EFM is willing to make the Telematics Device available for purchase, installation and use by Customer, as defined below, consistent with the terms of this Agreement; and

WHEREAS, the undersigned (the "Customer") desires to purchase, have installed and use the Telematics Device in accordance with the terms of this Agreement;

WHEREAS, in connection with the Telematics Device, Customer will have to obtain wireless services and software services from third party service providers other than EFM; and

NOW THEREFORE, in consideration for the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

**1. Telematics Device Acknowledgement and Release.** The Telematics Device(s) shall mean any systems, hardware, software and/or other components and services that enable the collection, generation and/or transmission of information about the condition and/or operation of the Vehicle (as defined below), driving activities or actions of the Vehicle driver, Vehicle locations traveled and mileage driven and/or other Vehicle mechanical and operational data (the "Telematics Data" or "Data"). Customer acknowledges that the functionality of Telematics Devices and types of Data generated or available may change. By its signature below, Customer acknowledges that the Telematic Device may include systems which utilize cellular telephone and/or radio signals to transmit Data and communication and, therefore, privacy of such Data cannot be guaranteed and is specifically disclaimed as a condition of this Agreement and as a condition to receiving the Telematics Device. **CUSTOMER RELEASES EFM AND ITS PARENT COMPANY AND AFFILIATES, THE OPERATOR OF THE TELEMATICS SYSTEM, THE APPLICABLE SOFTWARE PROVIDER(S), THE WIRELESS CARRIER(S) AND OTHER SUPPLIERS OF COMPONENTS AND/OR SERVICES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM ANY DAMAGE (INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES) TO PERSONS (INCLUDING WITHOUT LIMITATION CUSTOMER AND ANY DRIVER OR PASSENGER OF THE VEHICLE) OR PROPERTY ARISING FROM (I) THE INSTALLATION AND USE OF THE TELEMATICS DEVICE AND/OR (II) ANY FAILURE OF THE TELEMATICS DEVICE TO OPERATE PROPERLY.** Third party service providers are not agents or employees of EFM, and EFM shall have no liability or responsibility with respect to the acts or omissions of those parties.

**2. Use, Access, Ownership and Storage of Telematics Data.** Customer acknowledges that the Telematics Data may be collected, generated and transmitted and that Customer shall be entitled to access, use and disclose such Data in its sole discretion. Customer shall be considered the owner of all such Data. Customer retains ultimate and sole responsibility with regard to (i) the selection of categories of Data and establishment of parameters and criteria Customer wishes to receive through its utilization of a Telematics Device, (ii) the types of reports Customer wishes to receive based on the categories of Data and criteria and parameters Customer has selected, and (iii) the monitoring, usage and disclosure of such Data. By way of example, EFM may provide Customer a driver safety scorecard based on categories of Data and safety criteria and an overall scoring methodology selected by Customer; EFM will provide Customer reports strictly based on Customer's criteria and Customer will be solely responsible for interpreting and drawing conclusions from the reports, including whether, based on Customer's criteria, a driver is actually a safe driver or not, and Customer will be solely responsible for deciding what action, if any, should be taken regarding any particular drivers.

EFM's responsibility to Customer with respect to the Data shall be limited as follows: (i) to arrange for the storage of the Data, which may be stored in EFM's environment, an EFM affiliate's environment and/or in an unaffiliated third party subcontractor's environment; (ii) to provide access to the Data to Customer; and (iii) to provide reports to the Customer solely based on categories of Data and parameters identified and selected by Customer.

Customer agrees that EFM and its parent company and affiliates may:

- (A) Collect, access, use and/or disclose the Data for the following purposes: (a) to provide services to Customer; (b) to provide or offer additional products and services to Customer; (c) to check, maintain, diagnose, update or repair Customer's Vehicles; (d) to assist or support Customer with managing its vehicle fleet (e) to comply with any other request from Customer; and/or (f) to disclose the Data to a third party as is necessary to accomplish (a) through (e). If additional services are required, the parties may need to enter into a separate agreement;
- (B) Collect, access, use and/or disclose the Data to comply with the request or order of a governmental or law enforcement authority; and
- (C) Collect, access, use and/or disclose aggregated and anonymized Data for any purposes.

For clarity, no access and/or use of the Data by EFM or its parent company or affiliates shall impose on EFM, its parent company or affiliates any responsibility to monitor the Data or Customer's drivers and/or fleet for any purpose, including without limitation, for safety purposes, and Customer hereby releases and holds harmless EFM from any liability, claims or damages relating thereto. For purposes hereof, "monitor" means the process of reviewing, checking and/or evaluating the Data, whether over a period of time, as part of a regular review or otherwise.

**3. Compliance with Privacy Laws; Notices and Consents.** Customer agrees to comply with any and all federal, state and local laws, rules, and regulations pertaining to the collection, storage, protection, sharing and use of, and access to, the Telematics Data ("Laws"). Customer will also (a) provide notice to employees/drivers of a Vehicle equipped with a Telematics Device that such Vehicle is so equipped, resulting in the collection, use, sharing and storage of Data, and that such collection, use, sharing and/or storage may be undertaken by Customer, EFM or a third party; and (b) obtain driver consent to the collection, use, sharing and storage of such Data as described in this Agreement.

**4. Vehicles.** This Agreement shall only apply to those vehicles (i) leased to Customer by EFM or an affiliate of EFM in which EFM is servicer under such lease or (ii) owned by Customer, provided that Customer has a valid Master Walkaway or Equity Lease Agreement (with schedules) in force with EFM or an affiliate of EFM ((i) or (ii), a "Vehicle").

**5. Purchase, Activation and Warranty.** Customer shall pay EFM the standard price as set by EFM for each Telematics Device. Warranty terms and other terms and conditions shall be those as provided by the hardware and equipment manufacturer(s) and software licensor(s) at the time of installation. Customer acknowledges that EFM does not provide the software or hardware for the telematics services on the Vehicles, but rather EFM arranges for provision of the same by third parties. **EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES (INCLUDING ANY TELEMATICS SERVICES) PROVIDED FOR UNDER THIS AGREEMENT BY EFM OR THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH SPECIFICATIONS, AVAILABILITY, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. FURTHERMORE, EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE TELEMATICS DEVICE(S) WILL NOT BE SUBJECT TO EAVESDROPPERS, HACKERS, ATTACKS, VIRUS, INTERCEPTORS OR ANY SIMILAR THREAT. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF ANY CHARGES DUE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THEIR AFFILIATES.**

**6. Training.** The third party service provider shall provide Customer and its employees with training and support materials on the functionality and use of the Telematics Device(s). At all times, Customer shall utilize commercially reasonable efforts to adhere to the training and maintain the Telematics Device(s) in a good and safe operating condition (normal wear and tear excepted).

**7. Wireless Service Provider and Agreement; Software Agreement; Termination.** Customer shall execute a Wireless Service Agreement with a telecommunications carrier identified by EFM as a condition to the purchase and installation of the Telematics Devices. Customer shall also execute an on-line End User Software Agreement with a third party vendor identified by EFM that licenses to Customer the software necessary to support the use of the Telematics Devices. Customer acknowledges and agrees that EFM will have no liability or obligation with respect to any third party vendor or telecommunications carrier or any services provided by either, including, without limitation, any costs or expenses relating to any delay, failure or disruption of wireless services or software. Customer acknowledges that the Wireless Services Agreement and/or End User Software Agreement will provide for an ongoing, regular monthly charge, payable by Customer, for the use of the wireless services and software associated with the Telematics Devices by Customer. EFM shall not be a party to such Wireless Services Agreement or End User Software Agreements but termination of the same (for any reason) shall terminate this Agreement, unless otherwise agreed in writing by EFM. Termination of the agreement(s), as described above, with respect to the Vehicles and termination of this Agreement may terminate Customer's Wireless Services Agreement. Early termination of the Wireless Services Agreement may require Customer to pay an early termination fee or other charges. Customer agrees to provide EFM with prompt and complete notice of any termination of its Wireless Service Agreement and any other modifications to the same. This Agreement will terminate upon the earlier to occur of (i) written notice by EFM to Customer, or (ii) upon expiration or termination of all leases between Customer and EFM or an affiliate of EFM.

**8. Indemnification.** Customer warrants, represents, and agrees to defend, indemnify and hold EFM, its parent company, and its affiliates and their employees, officers, directors and managers ("EFM Indemnified Persons") harmless from and against any and all losses, damages, liabilities, suits, claims, demands, causes of action, government investigations, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) ("Losses") which an EFM Indemnified Person(s) may incur by reason of the following: (a) Customer's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or its Wireless Services Agreement or End User Software Agreement; (b) as a result of any loss, claim, damage, theft or destruction of any hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s) or Telematics Data; (c) any failure by Customer to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement or as may be required by applicable law; (d) any failure by Customer and/or its designated agents to properly access, monitor, use, secure or safeguard any Data; (e) any deliberate attack, interception, hack or interference with the Telematics Device(s) by any person, the result of which may allow such person to gain control of the Vehicle or unauthorized access to Data; and (f) any allegation or claim that an EFM Indemnified Person has or had a duty to monitor the Vehicles or Telematics Device(s) or duty to warn Customer or any other person, company or governmental authority with respect to Data obtained by the Telematics Device(s) or any similar claim.

EFM agrees to defend, indemnify and hold Customer harmless from and against any and all Losses which Customer may incur by reason of the following: (a) EFM's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement; and (b) any failure by EFM to comply with Laws applicable to EFM and the services provided by EFM to Customer under this Agreement.

The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

**9. Limitation of Liability.** **IN NO EVENT SHALL EFM, ITS PARENT COMPANY OR ANY OF THEIR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**10. Miscellaneous.** All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics Device described herein and shall only be modified upon written agreement of both parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM, which shall be in EFM's sole discretion. Any provision of this Agreement may be amended, but only if such amendment is in writing and is signed by Customer and EFM. EFM may provide additional services related to this Agreement in the future, and the parties agree that if Customer elects such additional services, the parties will amend this Agreement related to such services.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

"ENTERPRISE FLEET MANAGEMENT, INC."

DocuSigned by:

*Niklos Novotny*

Signature:

3A55AD08F8D848F...

By:

Niklos Novotny

Title:

Finance Manager

Address:

5359 Merriam Dr.

Merriam, KS 66203

Customer Name: City of Liberty, MO

Signature:

By:

Greg Canuteson

Title:

Mayor

Address:

101 E Kansas St

Liberty, MO 64068

Date Signed: February 16, 2025

Date Signed:                     , 2025

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this February 2025 day of February 2025, 2024 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the February 2025 day of February 2025, 2024 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Liberty, Missouri ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

**RESPONSIBILITY:** To the extent permitted by Missouri law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, which arise as a result of a third party claim for (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to law.

Section 14, second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any responsibilities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination (as determined in Section 3 and Section 14 of this Agreement). In addition, Lessor reserves the right to bill for any losses due to early termination of this Agreement due to the non-appropriation of funds to the extent consistent with Missouri state law.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.



City of Liberty, Missouri (Lessee)

By: Greg Canuteson

Title: Mayor

DocuSigned by:

Niklos Novotny

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By: Niklos Novotny

Title: Finance Manager

### **AGREEMENT TO SELL CUSTOMER VEHICLES**

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Liberty, MO (hereinafter referred to as "CUSTOMER"), on the other hand on this      day of February, 2025 (hereinafter referred to as the "Execution Date").

#### **RECITALS**

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

#### **TERMS AND CONDITIONS**

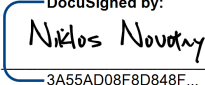
- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$400 or the maximum permitted by law ("Service Fee").
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

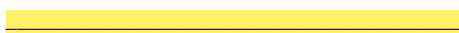
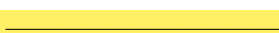


6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.



18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. **Independent Contractor:** EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. **Unsold Vehicles:** Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"  
Signature:   
3A55AD08F8D848F...  
Printed Name: Niklos Novotny  
Title: Finance Manager  
Date Signed: February 16, 2025

"CUSTOMER"  
Signature:   
Printed Name: Greg Canuteson  
Title: Mayor  
Date Signed:  2025

#### Schedule 1

Enterprise Leasing Company of STL, LLC  
Enterprise Leasing Company of Georgia, LLC  
Enterprise Leasing Company of Florida, LLC  
Enterprise Leasing Company of KS LLC  
EAN Holdings, LLC  
Enterprise Leasing Company of Orlando, LLC  
Enterprise Leasing Company of Indianapolis, LLC  
Enterprise Rent-A-Car Company of Boston, LLC  
Enterprise Leasing Company of Denver, LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/ Richmond, LLC  
Enterprise Rent-A-Car Co of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
Enterprise RAC Company of Cincinnati, LLC  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC  
Enterprise Rent-A-Car Company of Rhode Island, LLC  
Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company- Southeast, LLC  
Enterprise Leasing Company- West, LLC  
Enterprise Leasing Company- South Central, LLC  
PENRAC, LLC  
Enterprise Rent-A-Car Company of KY, LLC  
Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC

**COMPANY OWNED VEHICLE SERVICE AGREEMENT**

**THIS COMPANY OWNED VEHICLE SERVICE AGREEMENT** (this “**Agreement**”) is made and entered into as of the [ ] day of December, 2024, by and between Enterprise Fleet Management, Inc. (“**EFM**”), a Missouri corporation, d/b/a Enterprise Fleet Management, and the company whose name and address is set forth on the signature page below (“**Company**”). Each of EFM and the Company is a “**Party**,” and collectively, the “**Parties**.”

**WITNESSETH:**

**WHEREAS**, EFM desires to offer to the Company certain services, including the Maintenance Program (as defined herein), the Maintenance Management Program (as defined herein), and/or the License Administration Program (as defined herein, together with the Maintenance Program and the Maintenance Management Program, collectively, the “**Services**,” with each of the Services sometimes being individually referred to herein as a “**Service**”) for the Covered Vehicles (as defined herein), and enter into this Agreement regarding same; and

**WHEREAS**, the Company desires to obtain certain services from EFM, including the Maintenance Program, the Maintenance Management Program, and/or the License Administration Program, for the Covered Vehicles, and enter into this Agreement regarding same.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

- 1. COVERED VEHICLES:** Upon request from the Company to EFM, and in exchange for consideration as set forth in this Agreement, EFM will provide all or certain of the Services to the Company for certain vehicles owned by the Company (individually each is a “**Covered Vehicle**,” and collectively the “**Covered Vehicles**”), which Covered Vehicles shall only be operated and/or used by an authorized representative of the Company or the Company’s subsidiaries or affiliates. Each Service requested to be provided by EFM to the Company shall be set forth on a schedule (individually each is a “**Schedule**,” and collectively the “**Schedules**”) to this Agreement which shall identify the applicable Covered Vehicle and each requested Service for the Covered Vehicle. Each Covered Vehicle will have an individual Schedule. EFM will send the Company a Schedule for each Covered Vehicle, which Schedule will include, but not necessarily be limited to, a description of the Covered Vehicle, the Service or Services requested for the Covered Vehicle, and the recurring charges due from the Company to EFM with respect to each Service requested by the Company. Should a Service being provided for a Covered Vehicle be terminated, EFM will provide to the Company a revised Schedule for the Covered Vehicle which shall supersede the original Schedule for the Covered Vehicle. The Parties agree and acknowledge that each Schedule shall be subject to the terms and conditions of this Agreement, expressly made a part of this Agreement, and deemed completely integrated herein. References to this Agreement shall include all Schedules and exhibits to this Agreement, including, without limitation, the Packet (as defined herein) if applicable.
- 2. TERM AND TERMINATION:** The term of this Agreement (the “**Term**”) for each Covered Vehicle shall begin on the first day of the month listed on the applicable Schedule and shall continue for month to month thereafter until terminated as set forth in this Agreement. EFM and the Company shall each have the right to terminate this Agreement with respect to any Covered Vehicle effective as of the last day of any month upon not less than sixty (60) days prior written notice to the other Party. The termination of this Agreement, with respect to any Covered Vehicle or the entirety of this Agreement, shall not affect any rights or obligations under this Agreement which previously arose and were accrued or thereafter arise and accrue, and such rights and obligations shall continue to be governed by the terms of this Agreement. In the event that the Term for each Covered Vehicle has been terminated, either Party may terminate this Agreement in its entirety upon written notice to the other Party.

3. **ADDITIONAL DOCUMENTATION:** Whether at the request of EFM or another, the Company shall execute and deliver any and all additional documents and instruments as well as do such further acts and things as may be necessary or required to carry out the intent and purpose of this Agreement, including executing or delivering any document or instrument required and/or necessary to comply with any applicable federal, state or local law, rule, regulation or ordinance and/or effect the provision of any Service, including any document or instrument necessary to appoint EFM as the Company's agent and provide EFM with power of attorney on behalf of the Company as contemplated by this Agreement.
4. **COVERED VEHICLE FEE:** EFM will charge the Company, and the Company will pay EFM in accordance with the terms of this Agreement, a transaction fee and/or monthly fee as listed on the attached Company Owned Vehicle Service Agreement Services Pricing Sheet.
5. **PAYMENT TERMS:** Any amount owed by the Company to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, at a rate per annum equal to the lesser of (a) Eighteen Percent (18%) per annum, or (b) the highest rate allowed by applicable law, from the due date until paid in full.
6. **BILLING:** All fees, costs, expenses, fees, charges, fines, tickets, penalties, taxes, or any other amounts paid by EFM and for which the Company is responsible and liable for under this Agreement will be submitted to the Company on an invoice. The Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM is entitled to retain for its own account, without any benefit being provided to the Company, and treat as being paid by EFM for purposes of this Agreement, any discounts that EFM receives from a third party which are based on the overall volume of business EFM provides to such third party and not solely based upon the Company's business.
7. **VARIOUS COSTS, EXPENSES, FEES, AND CHARGES.** The Company agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties, taxes (other than federal and state income taxes on the income of EFM), or any other amounts incurred by EFM during the Term in connection with the Services and/or the titling, licensing, registration, maintenance, delivery, purchase, sale, rental, use or operation of any Covered Vehicle. If EFM incurs any such costs, expenses, fees, charges, fines, tickets, penalties, taxes, or other amounts, EFM will invoice the Company, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement.
8. **LICENSE ADMINISTRATION PROGRAM:** If the License Administration Program is requested by the Company, and are provided by EFM, the following terms shall apply:
  - a. EFM agrees to obtain all initial and renewal registration stickers and registration plates required by any state in which a Covered Vehicle is registered where the presence of the Covered Vehicle is not required for issuance of initial and/or renewal registration stickers and registration plates. The Company agrees that it shall not permit a Covered Vehicle to be located in a location, whether a state or country, other than the state in which the Covered Vehicle is then titled and/or registered for any continuous period of time that would result in the Covered Vehicle being subject to the titling and/or registration laws, rules, regulations, or ordinances of such other state or country without providing at least thirty (30) days advance written notice of same to EFM. The Company shall be responsible and liable for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts which are incurred as a result of the Company's failure to provide the advance written notice as set forth in this Section.
  - b. Each Covered Vehicle shall be titled and licensed in the Company's name at the Company's expense. If necessary, EFM will assist the Company with such titling and licensing. The Company shall be liable and responsible for any fees, costs, expenses, charges, fines, tickets, penalties, taxes, or any other amounts related to the titling and licensing of a Covered Vehicle.
  - c. The services described in this Section are collectively referred to as the "**License Administration Program.**"

**9. MAINTENANCE PROGRAM:** If the Maintenance Program is requested by the Company and provided by EFM, the following terms shall apply:

- a. EFM will provide the Company with an authorization card (the "**EFM Card**") for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time with thirty (30) days prior written notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.
- b. EFM agrees that, during the Term for a Covered Vehicle and subject to the terms and conditions of this Agreement, EFM will pay for, or reimburse the Company for its payment of, all reasonable and documented costs and expenses incurred in connection with the service, maintenance, or repair of the Covered Vehicle to the extent same is included on the applicable Schedule for a Covered Vehicle. Unless otherwise agreed to in writing by the Parties and set forth on the Schedule for a Covered Vehicle, neither this Agreement nor the Maintenance Program cover and the Company shall remain solely liable and responsible for and pay for (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) maintenance or repair of, or damage caused by, any alteration, upgrade, upfitting, addition, improvement, or unauthorized replacement part added to a Covered Vehicle or by and of any after-market component (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitations, step vans), software, or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by the Company, a dealer, a body shop, an upfitter, or anyone else other than the manufacturer of the Covered Vehicle), (f) any service, maintenance, repair, and/or damage resulting from, due to, related to, or arising out of (i) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other acts of god, an object striking or colliding with a Covered Vehicle, improper use or abuse of a Covered Vehicle (including, without limitation, driving over curbs, overloading, and racing or other competition), (ii) lack of maintenance, service, or repair by the Company between scheduled services (including, without limitation, failure to maintain manufacturer recommended fluid levels); or (iii) the Company's failure to maintain a Covered Vehicle as recommended by the manufacturer, or as required by and in compliance with (1) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto), and (2) the provisions of all insurance policies affecting or covering the Covered Vehicle or its use or operation, (g) roadside assistance or towing for vehicle service, maintenance, or repair purposes, (h) mobile services, (i) the cost of a loaner or rental vehicle, or (j) if the Covered Vehicle is a vehicle with a 1 ton classification or greater, any (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, maintained or repaired, the Company agrees to have the necessary work performed by a service, maintenance, or repair facility authorized in advance in writing by EFM. In every

case, if the cost of any such service, maintenance, or repair is estimated to or does exceed one hundred twenty-five dollars (\$125.00), the Company shall notify EFM in advance of such service, maintenance, or repair being performed and obtain EFM's authorization and approval for such service, maintenance, or repair and abide by EFM's instructions as to where such service, maintenance, or repair shall be made and the extent of service, maintenance, or repair to be obtained. The Company agrees to furnish EFM with an invoice for all service, maintenance, or repair to a Covered Vehicle, which invoice shall be accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM shall not be, and is not, obligated to pay for any unauthorized charges or those exceeding one hundred twenty-five dollars (\$125.00) for any one service, maintenance, or repair on any Covered Vehicle unless the Company has complied with the terms and conditions of this Agreement and followed all of EFM's instructions. EFM shall not, and does not, have any responsibility to pay for any service, maintenance, or repair in excess of the service, maintenance, or repair recommended by the manufacturer, unless otherwise agreed to in writing by EFM. Notwithstanding any other provision of this Agreement to the contrary, EFM shall not be, and is not, required to provide or pay for any service, maintenance, or repair to any Covered Vehicle after the odometer mileage reaches one hundred thousand (100,000) miles. The Maintenance Program for a Covered Vehicle shall be automatically terminated and no longer provided by EFM to the Company after the odometer mileage for a Covered Vehicle reaches one hundred thousand (100,000) miles.

- c. EFM will charge the Company, and the Company agrees to pay to EFM, a monthly maintenance fee for the Maintenance Program for each Covered Vehicle. The monthly maintenance fee for each Covered Vehicle will be listed on the Schedule for the Covered Vehicle and will be due and payable by the Company to EFM in advance on the first day of each month.
- d. The services described in this Section are collectively referred to as the “**Maintenance Program**.”

**10. MAINTENANCE MANAGEMENT PROGRAM:** If the Maintenance Management Program is requested by the Company and provided by EFM, the following terms shall apply:

- a. EFM will provide the Company with an EFM Card for each Covered Vehicle, which EFM Card may or may not be a physical card, for use in authorizing the payment of charges incurred in connection with the Maintenance Management Program for a Covered Vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Agreement. EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time with thirty (30) days prior written notice to the Company. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. Upon the termination of this Agreement or upon the demand of EFM, the Company shall immediately cease using or accessing and/or return the EFM Card to EFM. The EFM Card is non-transferable.
- b. EFM will provide a driver information packet (the “**Packet**”) outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.
- c. EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs for a Covered Vehicle which are estimated to or do exceed one hundred twenty-five dollars (\$125.00), or such other amount as may be established

by EFM, in its sole discretion from time to time under the Maintenance Management Program. All charges for service, maintenance, or repair for a Covered Vehicle under the Maintenance Management Program will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts, and unnecessary, unauthorized repairs. After the invoices are audited, EFM shall pay for the amount of the audited invoice. EFM will provide to the Company the audited invoices (the "**Audited Invoices**") upon written request of Company to EFM.

- d. Notwithstanding the above, in the event the service, maintenance, or repair are the result of or are related to damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to EFM. If the Company prefers that EFM handle the damage service, maintenance, or repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this administration service will be up to one hundred twenty-five dollars (\$125.00) per claim, and the Company agrees to pay EFM for those fees and reimburse EFM for the damage service, maintenance, and repair as set forth in this Agreement (the "**Administrative and Repair Fees**"). If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file with EFM for the Company.
- e. The Company shall pay to EFM the amounts paid for by EFM under this Section and in conjunction with the Maintenance Management Program, including, without limitation, as set forth on the Audited Invoices as well as for the Administrative and Repair Fees in accordance with the terms of this Agreement.
- f. If the Maintenance Management Program is requested by the Company and provided by EFM, the EFM Card will authorize the Company to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("**EHI**") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

The services described in this Section are collectively referred to as the "**Maintenance Management Program**."

- 11. **ODOMETER:** Neither EFM nor EHI or any of its subsidiaries or affiliates assume responsibility for or shall be responsible or liable for the correctness of the odometer reading on any Covered Vehicle unless that inaccuracy is caused by the action of EFM or EHI or any of its subsidiaries or affiliates.
- 12. **INSURANCE:** During the term of this Agreement, the Company shall pay for and maintain in full force and effect the insurance outlined herein for coverages at not less than the prescribed minimum limits of liability, covering the Company, its authorized representatives, agents, employees, subsidiaries, affiliates, and all subcontractors, or anyone directly or indirectly employed by any of them, or any for whose acts any of them may be liable: Automobile Liability Insurance covering liability arising out of maintenance, use or operation by the Company, or its employee, authorized representative, or agent of any auto (owned, hired and non-owned) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM and its subsidiaries and affiliates are to be named as Additional Insureds. All insurance shall be written through companies having an A.M. Best's rating of at least A VII or with such other companies as may reasonably be approved by EFM. All such



liability insurance maintained by the Company shall include the condition that it is primary and that any such insurance maintained by EFM or any other additional insured is excess and non-contributory. Certificates of Insurance evidencing such coverages shall be furnished to EFM prior to commencement of this Agreement and at each subsequent policy renewal date. The Certificates shall provide for not less than thirty (30) days written notice to EFM prior to policy cancellation, non-renewal or material change.

**13. NO WARRANTY:** The Company acknowledges that EFM does not perform maintenance, service, or repairs on any Covered Vehicle or any rental vehicle and any maintenance, service, or repair is to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, MAINTENANCE, REPAIRS, OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, service, maintenance, or repair will not relieve the Company from its obligations under this Agreement, including, without limitation, the payment to EFM of all amounts for which the Company is responsible and liable for under this Agreement.

**14. NOTICES:** All notices of cancellation or termination or other communications under this Agreement shall be mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the other Party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

**15. MISCELLANEOUS:**

- a. Other than as specifically set forth in this Agreement, this Agreement may be amended only by an agreement in writing signed by EFM and the Company.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
- c. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM.
- d. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- e. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- f. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This instrument shall be a valid and binding agreement when each Party has executed a counterpart.

This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature and shall have the same binding effect as an original signature on an original document. The Parties agree that the electronic signature of any Party is intended to authenticate this Agreement, shall be considered an original signature, and have the same force and effect as a manual signature.

- g. Whenever the context of this Agreement requires, references to the singular shall include the plural, and the plural shall include the singular, where appropriate; and words denoting gender shall be construed to include the masculine and feminine, where appropriate.
- h. The Parties agree that all agreements and understandings between the Parties related to this Agreement are expressed and embodied herein; and in entering into this Agreement the Parties have not relied upon any statement or representation other than those expressly set forth herein.
- i. Except as specifically set forth in this Agreement, the Company does not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of EFM or to bind EFM to any contract, agreement or undertaking with any third party.
- j. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- k. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available hereunder, at law, in equity, by statute, in any other agreement between the Parties or otherwise.

#### **16. LIMITATION OF LIABILITY:**

- a. NONE OF EFM, ITS AGENTS, OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES WILL BE LIABLE TO THE COMPANY FOR ANY LIABILITY, OBLIGATION, CLAIM, LOSS, PENALTY, FINE, COST, DAMAGE OR EXPENSE OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY, BY ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INADEQUACY OF ANY COVERED VEHICLE OR RENTAL VEHICLE FOR ANY PURPOSE OR ANY DEFECT (LATENT OR PATENT) IN ANY COVERED VEHICLE OR RENTAL VEHICLE, OR THE USE OR MAINTENANCE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY REPAIR, SERVICING OR ADJUSTMENT OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY PROVISION OF ANY OF THE SERVICES FOR OR TO ANY COVERED VEHICLE, OR ANY DELAY IN SCHEDULING, ARRANGING, REIMBURSING OR PAYING FOR SERVICING, MAINTENANCE OR REPAIR OF OR TO ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY COVERED VEHICLE OR RENTAL VEHICLE, OR ANY LOSS OF BUSINESS OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED, OR ANY ACTION TAKEN BY EFM UNDER A POWER OF ATTORNEY PURSUANT TO THIS AGREEMENT.
- b. IN NO EVENT SHALL EFM, ITS AGENTS OR EHI'S OR ITS AGENT'S RESPECTIVE AFFILIATES OR SUBSIDIARIES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST



PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BREACH OR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF (I) WHETHER SUCH DAMAGES WERE FORESEEABLE, (II) WHETHER OR NOT EFM, ITS AGENTS OR EFM'S OR ITS AGENT'S RESPECTIVE AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH A CLAIM, ACTION, CAUSE OF ACTION, DEMAND, LAWSUIT, ARBITRATION, INQUIRY, PROCEEDING OR LITIGATION IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**17. RESPONSIBILITY:**

- a. The Company agrees to be responsible to the extent permitted by law for and against any and all losses, damages, liabilities, actions, suits, claims, demands, penalties, fines, costs (including, without limitation, litigation costs) and expenses (including, without limitation, reasonable fees of counsel and experts) that may incur arising out of or resulting from any claim of a third party relating to: (a) the Company's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, (b) any loss, bodily injury, death of any person, theft or destruction of or damage to real or tangible personal property related to or arising out of the acts or omissions of the Company and its agents, employees, representatives, or drivers, including without limitation, the use, operation or condition of any Covered Vehicle or rental vehicle, (c) negligence or more culpable act or omission of the Company or any of its agents, employees, representatives, or drivers (including any recklessness or willful misconduct) in connection with the Company's performance under this Agreement, (d) the Company's failure to comply with, and failure to cause its agents, employees, representatives, or drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering any Covered Vehicle or rental vehicle or their use or operation, (e) any repair, maintenance, alteration, upgrade, upfit, addition, replacement, or improvement to a Covered Vehicle, (f) any assertion of the infringement of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties, (g) the inaccuracy of the odometer reading on any Covered Vehicle or any odometer statement for any Covered Vehicle, or (h) actions taken by EFM while acting as an agent of the Company or under a power of attorney given by the Company. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of Company, and no responsibility provision set forth in this Agreement is intended to be a waiver of any sovereign or governmental immunity afforded to Company pursuant to Missouri law; provided however, this provision is not intended to shift and does not shift liability from Company to Enterprise concerning claims or actions by third parties.
- b. In the event of a third party claim, suit, action or proceeding giving rise to the rights and obligations set forth in this Section, EFM (or its designee) shall be entitled to control the defense of such claim, suit, action or proceeding and the Company shall be responsible for any fees, costs and expenses (including, without limitation, reasonable fees of counsel and experts) incurred by any of the EFM in defending such third party claim; provided that the Company shall have the right to participate in the defense of any third party claim with counsel selected by it at the Company's expense. The responsible party shall not enter into a settlement of any such claim, suit, action, or proceeding without the applicable EFM's prior consent, which consent shall not be unreasonably withheld.
- c. The provisions of this Section shall survive any expiration or termination of this Agreement.

- 18. SIGNATORY WARRANTY:** Each Party represents and warrants that it has read and fully understands all of the terms of this Agreement, that it has consulted with its legal counsel and understands the legal ramifications of this Agreement, that it intends the respective Party on whose behalf he or she is affixing his or her signature to be legally bound, and he or she is fully and duly authorized to enter into and execute this Agreement on behalf of the respective Party on whose behalf he or she is affixing his or her signature.
- 19. SCHEDULES, ADDENDA, AND EXHIBITS:** All Schedules and exhibits referenced in and/or attached to this Agreement, including, without limitation, the Packet if applicable, are hereby expressly made a part of this Agreement and deemed completely integrated herein.
- 20. POWER OF ATTORNEY:** The Company does hereby constitute and appoint EFM as its agent and true and lawful attorney-in-fact (a) to execute, acknowledge, and deliver on behalf of the Company all instruments, documents, agreements, or assurances as may be required for EFM to provide to the Company the License Administration Program, (b) to take any and all actions EFM deems necessary to effectuate the License Administration Program, and (c) do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company ratifies and confirms all actions that the attorneys-in-fact or any of them, lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, unless earlier revoked by the Company, shall remain in effect until this Agreement is terminated in its entirety.
- 21. REPRESENTATIONS AND WARRANTIES:** The Company represents and warrants that:
- a. The Company is duly organized, validly existing and in good standing in the jurisdiction of its incorporation, organization or formation, as applicable.
  - b. The Company is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.
  - c. This Agreement, when executed by the Company (assuming due authorization, execution and delivery by EFM) will be a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and conditions, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.
  - d. The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which the Company is a party or by which it is bound.
  - e. The Company shall comply with all applicable laws and regulations in connection with the exercise of its rights and performance of its obligations hereunder.
- 22. SURVIVAL:** Subject to the limitations and other provisions of this Agreement, Section 2 (Term and Termination), Section 3 (Additional Documentation), Section 5 (Payment Terms), Section 6 (Billing), Section 7 (Various Costs, Expenses, Fees, and Charges), Section 11 (Odometer), Section 13 (No Warranty), Section 15 (Miscellaneous), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 20 (Power of Attorney), Section 21 (Representations and Warranties), and Section 22 (Survival) shall survive the expiration or termination of this Agreement, as well as any other Section or provision that, in order to give proper effect to its intent should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, EFM and the Company have executed this Agreement as of the day and year first above written.

Company: City of Liberty, Missouri

By: \_\_\_\_\_

Name: Greg Canuteson

Title: Mayor

Address: 101 E. Kansas St.  
Liberty, MO 64068

EFM: Enterprise Fleet Management, Inc.

DocuSigned by:

By: Nikos Novotny

Name: Nikos Novotny

Title: Finance Manager

Address: 5359 Merriam Dr.  
Merriam, KS 66203

### **CONSIGNMENT AUCTION AGREEMENT**

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Liberty, MO (hereinafter referred to as "CUSTOMER") on this        day of February, 2025 (hereinafter referred to as the "Execution Date").

### **RECITALS**

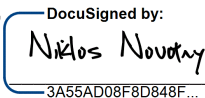
- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of city government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

### **TERMS AND CONDITIONS**

- 1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400 ("Service Fee") plus towing at prevailing rates.
- 5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. **Time for Payment:**
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"  
Signature:   
3A55AD08F8D848F...  
Printed Name: Niklos Novotny  
Title: Finance Manager  
Date Signed: February 16, 2025

"CUSTOMER"  
Signature: \_\_\_\_\_  
Printed Name: Greg Canuteson  
Title: Mayor  
Date Signed: \_\_\_\_\_, 2025

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this        day of February 2025, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Liberty, MO ("Lessee").

WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the        day of February, 2025, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

**5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM NN Lessee



**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: City of Liberty, MO  
Signature: \_\_\_\_\_  
By: Greg Canuteson  
Title: Mayor  
Address: 101 E Kansas St.  
Liberty, MO 64068

Date Signed: \_\_\_\_\_  
Initials: EFM DS  
NN Lessee

EFM: Enterprise Fleet Management, Inc.  
Signature: Niklos Novotny  
By: Niklos Novotny  
Title: Finance Manager  
Address: 5359 Merriam Dr.  
Merriam, KS 66203

Date Signed: February 16, 2025



**CITY COUNCIL  
ACTION REPORT**

**Meeting Date:** February 24, 2025

**A/R No.:** 2025-50

**Department:** Fire

**Submitted By:** Chris Young, Fire Division  
Chief Support Services

**Subject:** Ordinance approving an agreement with Zoll Medical Corporation for the purchase of cardiac monitors and defibrillators with ALS/BLS Software Solutions Master Software from Zoll Medical Corporation in an amount not to exceed \$484,240.50

**Summary:**

The Fire Department currently has seven Zoll Advanced Series 12 lead monitors and defibrillators. Six of the monitors are on front-line apparatus and the seventh is maintained in our reserve ambulance. In 2010, the Department established a schedule based on the completed life cycle analysis for equipment. It was determined at that time and based on use, maintenance, and technology changes, that seven years was the longest time period to replace them.

Our current monitors were received in 2017. With the current practice of a seven-year replacement cycle which expires in April 2024, our EKG monitors are due to be replaced. The purchase is included in the 2025 budget.

This vendor is part of the Sourcwell Cooperative Purchasing program.

Staff recommends the purchase of nine Zoll Advanced Series monitors and defibrillators (to fully outfit all of our fire apparatus and ambulances, including the addition of a fifth ambulance) from Zoll Medical Corporation for the amount of \$61,504.50 each, totaling \$553,540.50. Trade-in allowance has been quoted at \$69,300.00, bringing the final total, after trade-in, NOT TO EXCEED to \$484,240.50.

**Background:**

The Fire Department established an equipment replacement schedule in 2010. One item is the department's cardiac monitor/defibrillators, utilized by paramedics to assess and treat patients. The initial life cycle was determined at approximately seven years and continues on that cycle today.

**Previous Action (if applicable):**

Monitors have been replaced on a 7-year cycle.

**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:**

|                     |                               |                      |
|---------------------|-------------------------------|----------------------|
| <b>Budgeted:</b>    | Line Item: 356-70001-305      | Amount: \$484,240.50 |
|                     | Line Item:                    | Amount:              |
|                     | Revenue Line (if applicable): | Amount:              |
| <b>Non-Budgeted</b> | Line Item:                    | Amount:              |
|                     | Line Item:                    |                      |
|                     | Funding Source:               | Amount:              |

**Attachments:**

1. Ord Zoll Medical Corporation
2. Liberty Fire Department - Q-91610 - Version 4

DOCUMENT NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE APPROVING AN AGREEMENT WITH ZOLL MEDICAL CORPORATION  
FOR THE PURCHASE OF CARDIAC MONITORS AND DEFIBRILLATORS WITH  
ALS/BLS SOFTWARE SOLUTIONS MASTER SOFTWARE FROM ZOLL MEDICAL  
CORPORATION IN AN AMOUNT NOT TO EXCEED \$484,240.50

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves a  
agreement by and between the City of Liberty, Missouri and Zoll Medical Corporation,  
269 Mill Road, Chelmsford, MA 01824-4105 in an amount not to exceed FOUR  
HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND  
50/100 (\$484,240.50) for the purchase of cardiac monitors and defibrillators with  
ALS/BLS Software Solutions Master Software, a copy of said agreement being  
incorporated herein by reference and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Quote No: Q-91610 Version: 4

Liberty Fire Department  
200 W Mississippi  
Liberty, MO 64068

ZOLL Customer No: 148329

Pete Vanness  
8164394310  
pvanness@libertymo.gov

Quote No: Q-91610  
Version: 4

Issued Date: December 9, 2024  
Expiration Date: March 15, 2025

Terms: NET 30 DAYS

FOB: Shipping Point  
Freight: Prepay & Add

Prepared by: Lori Rohling  
EMS Territory Manager  
lrohling@zoll.com  
+1 7734740916

| Item | Contract Reference | Part Number    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Qty | List Price  | Adj. Price  | Total Price  |
|------|--------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-------------|--------------|
| 1    |                    | 601-2231112-01 | <b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</b><br><br>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.<br><br>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • | 9   | \$55,013.00 | \$50,000.00 | \$450,000.00 |
| 2    |                    | REUSE-12-2MQ   | <b>Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 9   | \$66.00     | \$66.00     | \$594.00     |

**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Liberty Fire Department  
Quote No: Q-91610 Version: 4

| Item | Contract Reference | Part Number    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Qty | List Price | Adj. Price   | Total Price   |
|------|--------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|--------------|---------------|
| 3    |                    | REUSE-10-2MQ   | Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 9   | \$66.00    | \$66.00      | \$594.00      |
| 4    |                    | REUSE-09-2MQ   | Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 9   | \$66.00    | \$66.00      | \$594.00      |
| 5    |                    | REUSE-08-2MQ   | Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist Lock connector                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 9   | \$66.00    | \$66.00      | \$594.00      |
| 6    |                    | 8000-0580-01   | Six Hour Rechargeable, SurePower II Smart Battery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 9   | \$1,001.00 | \$1,001.00   | \$9,009.00    |
| 7    |                    | 8000-000393-01 | X Series Carry Case, Premium                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9   | \$443.00   | \$0.00       | \$0.00        |
| 8    |                    | 8778-89044-WF  | <b>Professional Defibrillators/Monitors - Worry-Free Service Plan - 4 Years On-Site At Time of Sale</b><br><br>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see below). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty. <br><br>Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website. | 9   | \$8,485.00 | \$7,636.50   | \$68,728.50   |
| 9    |                    | 8400-110045    | <b>CaseReview Premium Subscription, X Series, 5 Year- Hosted</b><br><br>Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.                                                                                                                                                                                                                                                                                                                                                                                                                     | 9   | \$2,540.00 | \$2,540.00   | \$22,860.00   |
| 10   |                    | 8000-000151    | RD Rainbow SET MD20-04 EMS Patient Cable, 4ft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 9   | \$313.00   | \$0.00       | \$0.00        |
| 11   |                    | 8000-000862    | LNCS-II Rainbow DCI 8A SpCO Adult Sensor, 3ft                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 9   | \$1,129.00 | \$0.00       | \$0.00        |
| 12   |                    | 6008-9901-61   | <b>ZOLL X Series Trade In Allowance (EMS Group)</b><br><br>See Trade Unit Considerations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 7   |            | (\$9,900.00) | (\$69,300.00) |

Subtotal: \$483,673.50

**Total: \$483,673.50**

**Trade Unit Considerations**

Trade-In values valid through March 15, 2025 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes

**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: [esales@zoll.com](mailto:esales@zoll.com)

Liberty Fire Department  
Quote No: Q-91610 Version: 4

responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions>, for software products can be found at <https://www.zoll.com/en/about-zoll/legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/en/about-zoll/compliance>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 15, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

**Order Information (to be completed by the customer)**

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

| BILL TO ADDRESS          | SHIP TO ADDRESS          |
|--------------------------|--------------------------|
| Name/Department:         | Name/Department:         |
| Address:                 | Address:                 |
|                          |                          |
| City / State / Zip Code: | City / State / Zip Code: |

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes      PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Liberty Fire Department**

Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Liberty Fire Department  
Quote No: Q-91610 Version: 4

269 Mill Road  
Chelmsford, Massachusetts 01824-4105  
978-421-9655 (main)  
978-421-0025 (fax)  
www.zoll.com

## ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY COUNCIL ACTION REPORT

**Meeting Date:** February 24, 2025

**A/R No.:** 2025-57

**Department:** Finance

**Submitted By:** Vicki McClure, Director  
Finance

**Subject:** Resolution to declare the official intent of the City of Liberty, Missouri to finance the cost of acquiring certain equipment and vehicles using tax exempt debt financing.

### **Summary:**

The City will be acquiring certain vehicles, equipment and property improvements during 2025. The 2025 General Fund, Capital Sales Tax and Fire Sales Tax Fund anticipates using cash for its 2025 purchases and projects. The City may use either Special Obligation Bonds or a bank lease/purchase agreement instrument as the debt financing method. Discussions were held during the budget process with the Budget Committee on the usage of debt financing for these purchases.

### **Background:**

The City will secure in 2025 the following vehicles and equipment items:

For the **General Fund Information Services Department**, consisting of:

- Minor computer equipment at an estimated cost of \$137,500 and;
- Capital Equipment at an estimated cost of \$75,000.

For the **General Fund Police Department**, consisting of

- Police vehicles with extended warranties at an estimated cost of \$318,000 and;
- Capital Equipment at an estimated cost of \$210,000

For the **Capital Sales Tax Fund**, consisting of:

- Public Works capital equipment (Pothole patching truck and skid loader) at an estimated cost of \$380,000

For the **Fire Sales Tax Fund**, consisting of:

- Vehicle Purchases (3) at an estimated cost of \$180,000 and;
- Capital Equipment Purchase at an estimated cost of \$353,100 and;
- Minor Equipment – (Bunker Gear, TIC and New EMS Stair Chairs) at an estimated cost of \$190,000

- The General Fund purchases are scheduled to be purchased with cash in 2025, but have been included in this resolution as a potential borrowing in the event cash is needed for unanticipated projects within those funds.
- The capital purchases listed for Capital Sales Tax are scheduled to be purchased with cash in 2025, but have been included in this resolution as a potential borrowing in the event that cash is needed for any unanticipated projects within those funds.
- The Fire Sales Tax purchases are scheduled to be purchased with cash in 2025, but have been included in this resolution as a potential borrowing in the event that cash is needed for an unanticipated project within those funds.
- The City may use either Special Obligation Bonds or a bank lease/purchase agreement instrument as the debt financing method.
- Discussions were held during the budget process with the Budget Committee on the usage of debt financing for these purchases.
- IRS requirements allow for a government entity to go back 60 days from the date of a resolution of intent to reimburse itself using tax-exempt debt financing.

To provide the City with maximum financing flexibility for 2025 budget management, staff is recommending the Council approve the attached reimbursement resolution.

**Previous Action (if applicable):**

**Policy/Committee Review:**

|                                             |                                   |
|---------------------------------------------|-----------------------------------|
| Citizen Sales Tax Oversight Committee       | Completed/Recommended:            |
| Public Safety Sales Tax Oversight Committee | Completed/Recommended:            |
| X Budget Committee                          | Completed/Recommended: 11/20/2024 |
| Other:                                      | Completed/Recommended:            |

**Financial Considerations:**

|                     |                               |         |
|---------------------|-------------------------------|---------|
| <b>Budgeted:</b>    | Line Item:                    | Amount: |
|                     | Line Item:                    | Amount: |
|                     | Revenue Line (if applicable): | Amount: |
| <b>Non-Budgeted</b> | Line Item:                    | Amount: |
|                     | Line Item:                    |         |
|                     | Funding Source:               | Amount: |

**Attachments:**

1. Resolution to Declare the Official Intent of the City of Liberty, MO to Finance Cost of Acquiring Certain Equipment and Vehicles Using Tax Exempt Debt



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO DECLARE THE OFFICIAL INTENT OF THE CITY OF LIBERTY,  
MISSOURI TO FINANCE THE COST OF ACQUIRING CERTAIN EQUIPMENT AND  
VEHICLES AND MAKING CAPITAL IMPROVEMENTS USING TAX EXEMPT DEBT  
FINANCING

WHEREAS, the City of Liberty, Missouri (the "City") may finance or reimburse the cost of certain capital projects, equipment and/or vehicles for the City, including police vehicles and equipment, IT equipment, Capital Sales Tax Fund Public Works vehicles and Fire Sales Tax vehicles and equipment (altogether known as "Projects, Equipment and Vehicles").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Missouri that:

The City Council hereby finds it necessary and declares its intent to finance the cost of certain capital projects and costs associated with acquiring and installing the Projects, Equipment and Vehicles. The City has made, or expects to make expenditures in connection with certain Projects, Equipment and Vehicles, and the City may reimburse itself for such expenditures with the proceeds from a tax-exempt financing (the "Financing") to be entered into by or for the benefit of the City. The approximate maximum principal amount anticipated for the Financing is \$1,843,600, plus any additional amounts necessary to pay the cost associated with the issuance of the Financing; and

BE IT FURTHER RESOLVED that the City selects Piper Sandler & Co, as its financial advisor, and Gilmore & Bell, P.C., as bond counsel, for the Financing. The delivery of the Financing is subject to obtaining a final principal amount, interest rates and documents which are acceptable to the City; and

BE IT FURTHER RESOLVED that the City Administrator, Assistant City Administrator, Deputy City Clerk and other officers and representatives of the City are hereby authorized and directed to take such actions as may be necessary to carry out the offering for sale of the Financing.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

**Department:** Public Works

**Submitted By:** Joshua Martinez, Capital Projects Engineer

**Subject:** Resolution accepting the sanitary sewer improvements for the Prominence Phase I and Phase II sanitary sewer extension

**Summary:**

- Public improvements to sanitary sewer were constructed to facilitate development north and south of South Liberty Parkway west of Withers Road.
- The above referenced project has been completed and constructed according to the plans and specifications of the City of Liberty.

**Background:**

On November 27, 2023 the City of Liberty entered into a development agreement with Prominence Holdings LLC for the Construction of a Gravity Sanitary Sewer Interceptor south of South Liberty Parkway as shown in the below image.

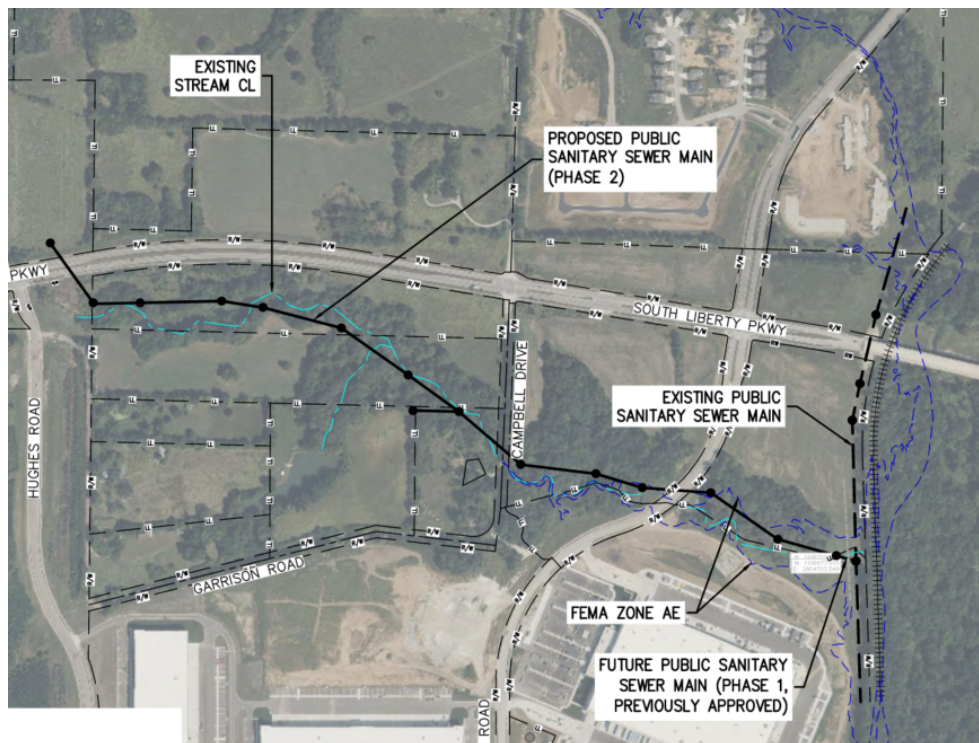


Image 1: Project Extents

The sewer main extension will facilitate the future development of land both North and South of the Parkway.

The public improvements were constructed by Havens Construction Company, Inc. in accordance with City plans and specifications.

Staff recommends approving a resolution accepting this project.

**Previous Action (if applicable):**

- Ordinance 11743 approved by City Council on March 27, 2023, approving a plan for an Industrial Development Project for the Prominence Holdings Project: Authorizing the City of Liberty, Missouri to Issue a Series of Taxable Industrial Development Revenue Bonds in a Principal Amount not to Exceed \$79,050,000; and Authorizing and Approving Certain Documents and Actions in Connection Therewith.
- Ordinance 11839 approved by City Council on November 27, 2023, approving a Sanitary Sewer Extension and Cost Reimbursement Agreement with Prominence Holdings, LLC for the Construction of a Gravity Sanitary Sewer Interceptor

**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:**

|                     |                               |         |
|---------------------|-------------------------------|---------|
| <b>Budgeted:</b>    | Line Item:                    | Amount: |
|                     | Line Item:                    | Amount: |
|                     | Revenue Line (if applicable): | Amount: |
| <b>Non-Budgeted</b> | Line Item:                    | Amount: |
|                     | Line Item:                    |         |
|                     | Funding Source:               | Amount: |

**Attachments:**

1. Resolution to Accept Project - Prominence Sanitary Sewer Main

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING THE SANITARY SEWER IMPROVEMENTS FOR THE  
PROMINENCE PHASE 1 AND PHASE 2 SANITARY SEWER EXTENSION

WHEREAS, the project has been completed by Havens Construction Company,  
Inc.; and

WHEREAS, the project has been constructed in accordance with the plans and  
specifications of the City of Liberty;

NOW, THEREFORE, BE IT RESOLVED that the City of Liberty does hereby  
accept the Prominence Phase I and Phase II Sanitary Sewer Extension Project (PWKS-  
01-23-00002 and PWKS-04-23-00002);

PASSED by the City Council of Liberty, Clay County, Missouri, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GREG CANUTESON, MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK