



Agenda

City Council Special Regular Session

Monday, June 2, 2025 - 7:00 PM
Council Chambers

- I. Call to Order**
- II. Roll Call**
- III. Proclamations**
- IV. Approve Minutes and Summaries**
- V. Meeting Schedule**
- VI. Consent Agenda**
 - A. Motion to approve an arcade permit for Fun Run, located at 1919 Industrial Drive, in accordance with Chapter 16, Article I – Arcades
 - B. Motion to authorize the purchase of replacement vehicles for the wastewater treatment division from Metro Ford in an amount not to exceed \$97,887.26
 - C. Resolution to declare the official intent of the City of Liberty, Missouri to finance the cost of the Police Building addition to City Hall using bond financing
 - D. Resolution approving a temporary event liquor license for the Liberty Area Chamber of Commerce Liberty Fest event at Capitol Federal Sports Complex, 2200 E. Old State Highway 210 on July 3, 2025
- VII. Public Hearings**
- VIII. Ordinances, Contracts and Resolutions**
 - A. Ordinance acknowledging vendor payments for the period of May 9, 2025 to May 23, 2025
 - B. Ordinance to enable Liberty, Missouri to join Show Me Pace, pursuant to sections §67.2800 TO §67.2835, RSMO, the "Property Assessment Clean Energy Act," and stating the terms under which the City will conduct activities as a member of such District **(Second Reading)**
 - C. Ordinance approving an agreement for service with Sargent Drilling for wellfield services in an amount not to exceed \$75,848.00
 - D. Ordinance approving an artwork purchase and exhibition agreement for the acquisition of artwork, a bronze sculpture titled "Twist in Time", by James Haire in an amount not to exceed \$20,000.00 to be used for public exhibition
 - E. Ordinance approving a contract with Chubb Insurance to provide general, property and casualty liability insurance coverage for the City of Liberty
 - F. Ordinance approving a contract for professional engineering services with Great River Engineering for the sewer aerial stream crossing repair improvements in an amount not to exceed \$16,000.00

- G. Ordinance authorizing the renewal of the agreement with Sensus, USA, Inc. for automated meter software, through Core and Main, LP in an amount not to exceed \$200,651.56
- H. Resolution approving the updated regional multi-jurisdictional natural hazard mitigation plan in order to accept current and future updates pertaining to the natural hazard mitigation plan and to continue work towards becoming a safer community

IX. Other Business

X. Miscellaneous Matters from City Administrator

XI. Miscellaneous Matters from Mayor and City Council

XII. Adjournment



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-183

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Motion to approve an arcade permit for Fun Run, located at 1919 Industrial Drive, in accordance with Chapter 16, Article I – Arcades

Summary:

- Arcade Permit needed to have more than eight (8) amusement devices.
- Business in compliant with City Code requirements and applicable zoning regulations.
- Arcade Permit, once approved, would renew automatically with the Business License.

Background:

Fun Run is an indoor play park for children that includes inflatables, slides and arcade games. The new owner of the business has applied for an Arcade Permit as they plan to have nine (9) amusement devices. These include games and a variety of 'claw' type machines. The City Code, Chapter 16 (Places of Recreation and Amusement), Article I (Arcades) states that establishments with eight (8) or more amusement devices are required to apply for an Arcade Permit. Such a permit is issued by the Deputy City Clerk upon approval by the City Council.

The business operation is being conducted in compliance with the requirements as set out in Chapter 16, Article I, and is in accordance with the applicable zoning ordinance. A variance was granted by the City Council in 2016 to allow the Indoor Recreation and Retail sales in the M-2 zoning district for this property.

Once approved, the Arcade Permit will be automatically renewed annually in conjunction with the Business License. The City Council retains the right to revoke the permit should the Licensee be found in violation of or failure to comply with any provisions of Chapter 16, Article I – Arcades.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Fun Run_Arcade Permit
2. FunRun-FloorPlan for Arcade Permit
3. City code -ARCADES



APPLICATION FOR PERMIT TO OPERATE AN ARCADE

Business Name R+A Entertainment LLC dba Fun Run

Location Address 1919 Industrial Drive, Suite 700, Liberty, MO 64068

* Mailing Address (if different) 5840 N Beaman Ave, Kansas City, MO 64151

Name of Owner Beau-Gabriel C Smith Date of Birth 04/24/83
First M. Last

Address Same as mailing *

Driver's License No. M201164029 MO
State

If a partnership, complete the following for all partners:

Full Name	Address *	Date of Birth	Drivers License No.
<u>Laura Smith</u>	<u>same as mailing</u>	<u>10/09/84</u>	

(use separate sheet if necessary)

If a corporation, complete the following for all officers, directors and stockholders

Full Name	Address	Date of Birth	Drivers License No.

(use separate sheet if necessary)

Number and type of amusement devices to be provided:

No. 9 Type: Claw Redemption, basketball and racing
No. Type:

Provide accurately scaled and dimensioned plans of the premises, showing the proposed location of the amusement devices.

Beau-Gabriel C. Smith
Signature

4/21/25
Date

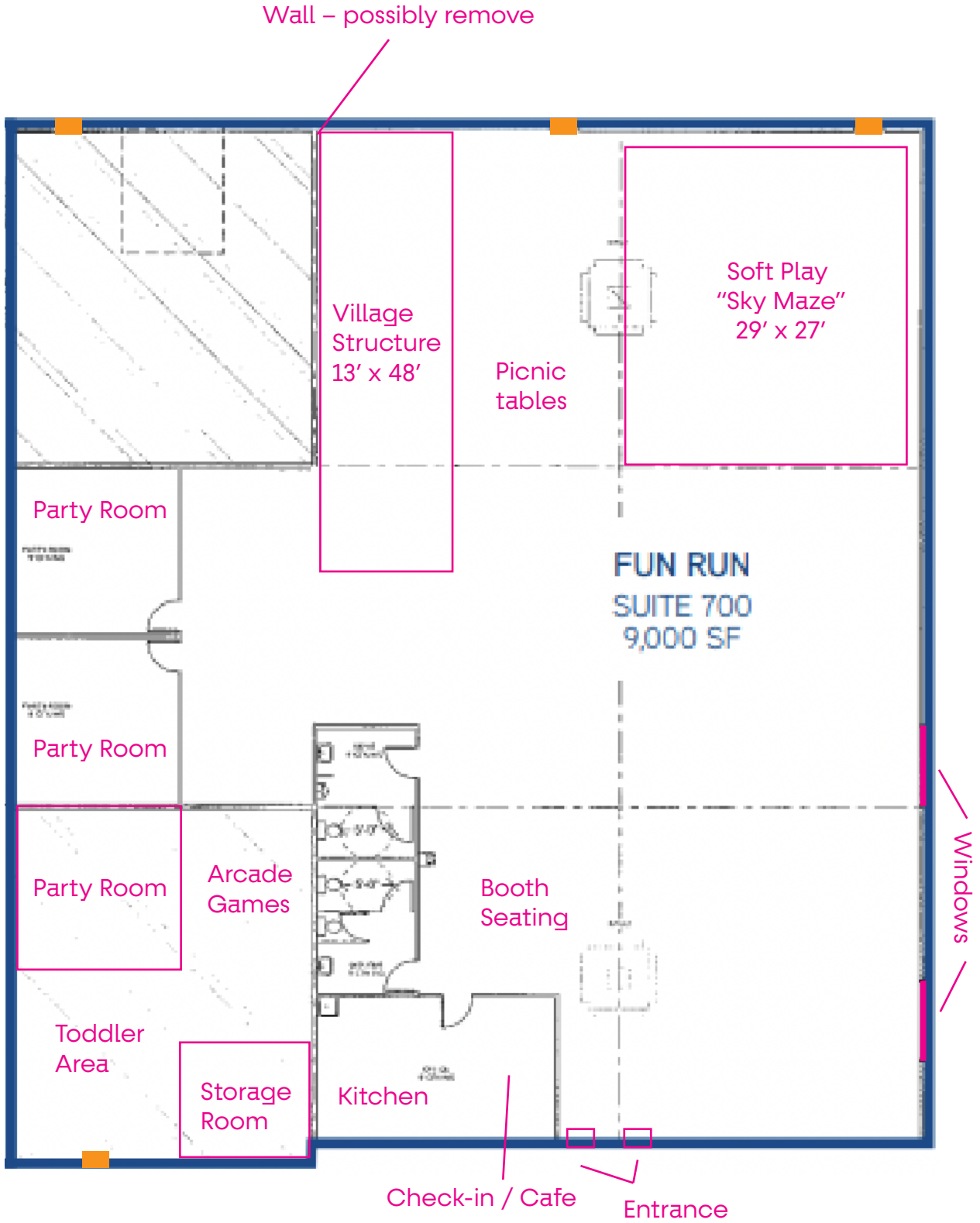
For City's use:

Date of Approval Permit Issued to Business License No. LIC-

City of Liberty ♦ P. O. Box 159 ♦ 101 E Kansas ♦ Liberty, MO 64069
Phone 816-439-4417 ♦ Fax 816-439-4419

Column spacing 30'x33'

Emergency Exits



ARTICLE I. ARCADES

Sec. 16-1. Definitions.

- (a) *Arcade*: Any establishment or place of business offering for the recreation and amusement of customers or users eight (8) or more amusement devices, as defined below, for the use of its customers or patrons, upon payment of valuable consideration.
- (b) *Amusement device*: Any table upon which balls and cues are used, or any device, mechanical or electronic, which upon the insertion of a coin, slug, plate or disc, or by control of a person or operator to use the device as a game, contest of skill or amusement, whether or not registering a score, which may cause a person using the same to secure some amusement, recreation, enjoyment or entertainment. Such amusement devices shall include, but not be limited to, such devices as pool tables, electronic or mechanical game machines, or any other mechanical or electrical games or operations similar thereto under whatever name they may be indicated. This definition shall not include telephone devices or machines that sell merchandise.
- (c) *Operator*: The proprietor, lessee, manager or employee then in control of any arcade at time of use.
- (d) *Premises*: A building or part of a building where amusement devices are located, under the ownership or control of the operator.

(Ord. No. 4866, § 2, 11-12-84; Ord. No. 5706, § 2, 2-27-89)

Sec. 16-2. Permit required.

It shall be unlawful for any person to operate or to permit to be operated on any premises in the city owned or controlled by such person an arcade without first securing a permit duly issued by the deputy city clerk of Liberty, Missouri, as set forth in this article.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-3. Application for permit; investigations and reports by police chief and director of community development.

- (a) An application for permit for the operation of an arcade in the city shall be obtained from the deputy city clerk.
- (b) Each such application shall be verified and shall contain the name of the proposed operation (if a partnership, the names of all partners, and if a corporation, the names of all officers, directors and stockholders), the proposed location of the arcade, and the number and type of amusement devices to be provided. Such application shall be accompanied by accurately scaled and dimensioned plans of the premises, showing the proposed location of the amusement devices.
- (c) Each such application shall be referred to the chief of police who shall investigate the character and fitness of the proposed operator as well as any persons listed as having an interest in the proposed license.
- (d) The plans submitted with this application shall be submitted to the director of community development, who shall determine whether such proposed operation would comply with the applicable zoning ordinances and

with all applicable fire ordinances. The police chief and director of community development shall, within forty-five (45) days, file written reports with the deputy city clerk for reference to the city council.

(Ord. No. 4866, § 2, 11-12-84)

Cross reference(s)—Fire prevention, Ch. 14.

Sec. 16-4. Grounds for denial of permit.

A permit for the operation of an arcade may be approved by the city council, unless city council finds one or more of the following:

- (a) False or untrue statement in the application.
- (b) The proposed operation would not comply with all applicable provisions of this article or any other city ordinance.
- (c) Any of parties interested in the operation of the arcade have been convicted of any violation of any statute or ordinance involving moral turpitude, or have previously had a business license or permit suspended or revoked for violation of law, provided that if the city council shall find that such person's fitness to operate a business has not been affected by suspension or revocation and that permitting such applicant to conduct such an operation would not be contrary to the public interest, the city council may approve the issuance of such permit.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-5. Notification of issuance or denial of permit.

Each applicant for a permit under this article shall be notified by regular mail to the address listed on the application, or by hand delivery, of the approval or nonapproval of a license by the city council.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-6. Duration of permit.

All permits issued pursuant to this article shall be for a term of one year from date of issuance. The first permit issued to any establishment shall be subject to review six (6) months from its date of issuance, pursuant to the conditions of section 16-17.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-7. Display of permit.

Every permit granted pursuant to this article shall be displayed in a conspicuous place in the place of business authorized to be conducted by such permit.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-8. Location of arcade.

No arcade shall be located or situated at less distance than five hundred (500) feet from any school, church or place of worship or hospital.

If a proposed arcade is to be located within a structure wherein alcoholic beverages and/or nonintoxicating beer are sold for consumption on the premises, a separate entrance to the arcade must be provided, and there must be no direct access by patrons, physical or visual, from the arcade to the liquor-serving establishment.

(Ord. No. 4866, § 2, 11-12-84)

Cross reference(s)—Alcoholic beverages, Ch. 3.

Sec. 16-9. Restroom requirements.

- (a) Every arcade within the city shall have two (2) separate restrooms, one for male patrons and/or employees and one for female patrons and/or employees.
- (b) Restroom facilities must be provided within the arcade itself, separate and distinct from those required for the liquor-serving establishment by any other statute, ordinance or code.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-10. Minors on premises.

No person under the age of fourteen (14) years of age shall be permitted on the premises of an arcade unless accompanied by a parent or legal guardian. No person aged fourteen (14), fifteen (15) or sixteen (16) years shall be permitted on the premises of an arcade without having on his person an identification card supplied by the operator and containing that person's name, age, home address, telephone number, date of birth, personal photograph and signature of the recipient and the issuer. No such identification card shall be issued by the operator unless the operator has received the written permission of the parent or legal guardian acknowledged before a notary public with notary's certificate. The operator shall maintain a permanent record of the names of the parents or legal guardians who have granted such permission. Such record shall be available for inspection at all times by the director of community development and the city police department.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-11. Alcoholic beverages, nonintoxicating beer, controlled substances, or explosives on the premises.

Unless there is in effect a lawful license for dispensation of alcoholic beverages on the premises, no alcoholic beverages, non-intoxicating beer, drugs or other controlled substances shall be permitted anywhere on the premises of any arcade.

No firearms, knives or other legal weapons or explosives shall be permitted on the premises of any arcade.

(Ord. No. 4866, § 2, 11-12-84)

Cross reference(s)—Alcoholic beverages, Ch. 3; explosives, § 6-5; firearms, §§ 22-16.1, 22-16.2.

Sec. 16-12. Gambling devices; use of amusement devices for gambling prohibited.

No permit shall be issued for any amusement device which is so constructed as to make possible, either directly or by the use of any adjustment, the return of cash, tickets, discs or other tokens or certificates of any kind to a player operating the same, whether or not such tokens or certificates have a value of any kind. Only machines operated exclusively for the amusement provided by the operation thereof shall be permitted, and no amusement devices shall return, and no licensee shall offer or give, any reward or thing of value as reward for the making of

any score or accomplishing any result in the playing of any such device; except, that as a reward for his skill the player may be given plays on the device, but the free plays shall not be converted, commuted or exchanged in any way. Any device which is capable of being played, used or operated in a single time by the insertion therein of more than one coin, disc, or other insertion piece and for the operator thereof winning free plays or free games thereon or for the purpose of increasing the number of free plays or free games which may be won thereby is not permitted. If the chief of police or his designated representative shall have reasonable cause to believe that any amusement device is used or being used as a gambling device, such device may be seized by the chief of police and impounded.

Gambling on the premises is prohibited.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-13. Employees and supervisory personnel.

No person shall be employed in a supervisory position in an arcade who is under the age of twenty-one (21) or who has been convicted of any violation of any statute or any provision of this Code or other ordinance involving moral turpitude or any felony.

Prior to employing any person in a supervisory position, the operator shall submit the name of such person, and such other information as may be required, to the chief of police who shall determine whether such person has been so convicted and shall notify the operator thereof.

At least one supervisor of at least twenty-one (21) years of age, employed by the operator, shall be on duty at all times the premises are open to the public and be present on the premises.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-14. Maximum occupancy; fire regulations.

Occupancy of an arcade shall not exceed at any time the number of persons established by the fire department or local fire regulations. The owner shall conform to all fire regulations covering exit requirements, signs, etc., as established by the fire department and as covered in this Code and other local ordinances.

(Ord. No. 4866, § 2, 11-12-84)

Cross reference(s)—Fire prevention, Ch. 14.

Sec. 16-15. Hours of operation.

No arcade shall operate between the hours of 11:00 p.m. and 9:00 a.m. of the following day, except on Fridays, when they shall not operate between the hours of 12:00 midnight and 9:00 a.m. of the following day, and except on Saturdays, when they may not operate between the hours of 12:00 midnight and 1:00 p.m. the next day, all times official county time.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-16. Maintenance of place of business and devices; order and decorum.

Each arcade shall be maintained in any orderly manner, and shall have at least eighty (80) per cent of the amusement devices in good repair and operating at all times.

The licensee, business owner, manager and supervisory personnel of the arcade shall be obligated to maintain and keep order and proper decorum at all times and shall be obligated, on order of the chief of police, to provide security personnel for the maintenance of order and proper decorum on the premises.

(Ord. No. 4866, § 2, 11-12-84)

Cross reference(s)—Disorderly house, § 22-12.

Sec. 16-17. Renewal of permit.

- (a) Not more than sixty (60) days nor less than thirty (30) days before the expiration of the permit, a permittee may apply to the city council for renewal therefor, on such application forms as may be provided by the deputy city clerk. Further investigation under section 16-2 shall be required only as to personnel not listed in last previous application for permit.
- (b) Renewal application shall contain the number of the permittee's operation, and the permittee shall indicate any changes from the information furnished to the city council at the time of the original application.
- (c) The city council shall renew such permit if the city council shall find that such operation has been conducted in accordance with all applicable laws and ordinances.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-18. Inspections.

All amusement devices and all premises on which such devices are maintained or exhibited shall be open to inspection by the police department.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-19. Suspension or revocation of permit.

The city council may suspend or revoke a permit theretofore issued if it finds one or more of the following:

- (a) False or untrue statements of a substantial fact in the application, not discovered at the time of issuance of such permit.
- (b) Permitting conduct on the premises which would constitute a violation of any state statutes or provision of this article or any other city ordinance, including conduct constituting a breach of the peace which would have the propensity of resulting in violence; damage to property; or injury to any person.
- (c) Violation of or the failure to comply with any of the provisions of this article.
- (d) Alcoholic beverages (except when dispensation is licensed), drugs or other controlled substances being found upon the premises; drug or controlled substance trafficking and sales upon the premises.

In the event the director of community development recommends the suspension or revocation of a permit to the city council, the permittee shall have a period of ten (10) days following notice of the stated violation and recommendation by director of community development to request a hearing before the city council. The director of community development's recommendation shall include the charges against the permittee and shall be in writing and shall be deemed served upon the permittee by deposit in United States mail, certified, first class postage prepaid to the permittee's last known address. The permittee must request by delivery to the deputy city clerk at City Hall, Liberty, Missouri, the hearing provided for in this section. If the permittee requests a hearing, such hearing shall be held no later than thirty (30) days following receipt of the request for such hearing.

The first permit issued to any establishment may be reviewed by the city council six (6) months after its issuance. Should the city council deem necessary the suspension or revocation of the license, the above stated hearing and notice procedures shall be followed.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-20. Severability.

Should any part, section, or provision of this article be held invalid by a court of [competent] jurisdiction, the remaining parts, sections and provisions shall remain in full force and effect.

(Ord. No. 4866, § 2, 11-12-84)

Sec. 16-21. Penalties.

Any person or corporation charged with any duty or obligation hereunder who shall fail to discharge the same; or shall do or perform any act in violation hereof; or shall aid or abet any such failure or commission of such act by another, shall be deemed guilty of a misdemeanor and punished as provided in the Liberty City Code. Continuation of any such offense or violation as to each day shall constitute a separate offense.

(Ord. No. 4866, § 2, 11-12-84)



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-184

Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

Subject: Motion to authorize the purchase of replacement vehicles for the wastewater treatment division from Metro Ford in an amount not to exceed \$97,887.26

Summary:

Purchasing replacement vehicles for the Wastewater Division

Background:

This City Council action is to approve the purchase of three new vehicles from Metro Ford, Inc.: a 2025 Ford Ranger for \$48,207.99, a 2025 Ford Maverick Hybrid for \$28,514.15, and a 2025 Ford Maverick for \$38,165.15 plus a administration fee of \$499.99 per vehicle (\$115,387.28 -1400before trade-in). These vehicles will be replacing the following vehicles: the 2017 F150 valued trade-in at \$14,000, the 2013 Escape valued trade-in at \$4,500, and the 2013 Suzuki Carry (mini truck), which has little value and will have to be sold/handled independently. Final cost after trade-in is \$97,887.26.

The 2017 F150 and 2013 Escape need to be replaced due to being older vehicles which are getting to the point where they will require more maintenance, become less reliable, and the trade-in value diminishes (as seen in the 2013 Escape trade-in value). Both vehicles have experienced some mechanical issues.

The plant vehicle being replaced is a 2013 Suzuki Carry which is known as a mini truck. This vehicle is typically used around the Wastewater Treatment plant. This vehicle doesn't start well in the cold and requires starting fluid to start in winter, is in overall bad shape, and is very limiting to have a vehicle that can not drive on the street (but carries City insurance on it). Trade in value is unknown and isn't worth consideration in this action.

Three bids were obtained. Each vendor was asked to quote their best product. The winning bid by Metro Ford was selected due to more value per trade-in, a higher grade interior that is more suitable to wastewater-related work, easier cleaning to better maintain their value and will result in higher trade-in upon replacement. The 2025 Ford Ranger has the capacity to pull trailers and perform plant tasks as needed while being more fuel efficient than the F-150 it replaces.

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:

Budgeted:	Line Item: 593-70001-902-000000	Amount:\$97,887.26
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Mtro Ford 2
2. Blue Springs Ford
3. Thoroughbred Ford



Preview Order 0521 - W8A - SuperCrew FWD - XL: Order Summary Time of Preview: 05/21/2025 10:09:59 Receipt: NA

Dealership Name: Metro Ford, Inc.

Sales Code : F53003

Dealer Rep.	KENT MARTIN	Type	Retail	Vehicle Line	Maverick	Order Code	0521
Customer Name	X XXXXX	Priority Code	19	Model Year	2025	Price Level	560

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8A0 MAVERICK XL FWD	\$28145	.POWER-SPLIT ELECTRIC CVT	\$0
.121.0" WHEELBASE	\$0	JOB #3 ORDER	\$0
OXFORD WHITE	\$0	CV LOT MANAGEMENT	\$0
CLOTH	\$0	50 STATE EMISSIONS	\$0
EBONY	\$0	FUEL CHARGE	\$0
EQUIPMENT GROUP 100A	\$0	PRICED DORA	\$0
.XL TRIM	\$0	DESTINATION & DELIVERY	\$1695
.2.5L HYBRID ENGINE	\$0		
			MSRP
TOTAL BASE AND OPTIONS			\$29840
DISCOUNTS			NA
TOTAL			\$29840

Plus admin fee of \$499.99

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



Preview Order 0521 - W8S - SuperCrew AWD - Lariat: Order Summary Time of Preview: 05/21/2025 10:08:58 Receipt: NA

Dealership Name: Metro Ford, Inc.

Sales Code : F53003

Dealer Rep.	KENT MARTIN	Type	Retail	Vehicle Line	Maverick	Order Code	0521
Customer Name	X XXXXX	Priority Code	19	Model Year	2025	Price Level	560

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8S0 MAVERICK LARIAT AWD	\$38440	JOB #3 ORDER	\$0
.121.0" WHEELBASE	\$0	REAR PARKING SENSORS	\$0
OXFORD WHITE	\$0	CV LOT MANAGEMENT	\$0
VINYL	\$0	50 STATE EMISSIONS	\$0
SMOKED TRUFFLE	\$0	19X7.5 ALLOY WHEEL STYLE A	\$0
EQUIPMENT GROUP 501A	\$0	FUEL CHARGE	\$0
.LARIAT TRIM	\$0	PRICED DORA	\$0
.2.5L HYBRID ENGINE	\$0	DESTINATION & DELIVERY	\$1695
.POWER-SPLIT ELECTRIC CVT	\$0		
TOTAL BASE AND OPTIONS			MSRP \$40135
DISCOUNTS		A/Z PLAN D PLAN X PLAN	NA
TOTAL	\$38165.15	\$38465.15 \$39641.45	\$40135

Plus admin fee of \$499.99

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



Preview Order 0521 - R4K - Ranger 4x4 CrwCab Lariat: Order Summary Time of Preview: 05/21/2025 10:11:51 Receipt: NA

Dealership Name: Metro Ford, Inc.

Sales Code : F53003

Dealer Rep.	KENT MARTIN	Type	Retail	Vehicle Line	RangerNA	Order Code	0521
Customer Name	X XXXXX	Priority Code	19	Model Year	2025	Price Level	525

DESCRIPTION	MSRP	DESCRIPTION	MSRP
R4K0 RANGER 4X4 CRW CAB LARIAT	\$47365	SPORT APPEARANCE PACKAGE	\$0
.128.7 INCH WHEELBASE	\$0	.18" MACH ALUM WHL/DRK POCKETS	\$0
OXFORD WHITE	\$0	.GRAY GRILLE	\$0
LEATHER TRIMMED SEATS	\$0	ADVANCED TOWING PACKAGE	\$825
EBONY INTERIOR TRIM	\$0	.PROTRAILER B/UP ASSIST W/TBC	\$0
EQUIPMENT GROUP 500A	\$0	TRAILER TOW PACKAGE	\$0
.LARIAT SERIES	\$0	CV LOT MANAGEMENT	\$0
2.7L ECOBOOST ENGINE	\$2195	FUEL CHARGE	\$0
.10-SPEED AUTO TRANSMISSION	\$0	PRICED DORA	\$0
255/65R 18 A/T TIRE	\$0	DESTINATION & DELIVERY	\$1595
TOTAL BASE AND OPTIONS			MSRP \$51980
DISCOUNTS			NA
TOTAL	A/Z PLAN \$48207.99	D PLAN \$48507.99 X PLAN \$50150.09	\$51980

Plus admin fee of \$499.99

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



Preview Order 9879 - R4P - Ranger 4x4 Crw Cab XL: Order Summary Time of Preview: 04/21/2025 11:49:07 Receipt: NA

Dealership Name: Blue Springs Ford

Sales Code : F53118

Dealer Rep. kim koskovich

Type Fleet Vehicle Line RangerNA Order Code 9879

Customer Name City of liber

Priority Code H1 Model Year 2025 Price Level 520

DESCRIPTION	MSRP	DESCRIPTION	MSRP
R4PO RANGER 4X4 CRW CAB XL	\$36725	.FOG LAMPS	\$0
.128.7 INCH WHEELBASE	\$0	.17" SILVER PAINTED ALUM WHL	\$0
TOTAL BASE VEHICLE	\$36725	TRAILER TOW PACKAGE	\$495
OXFORD WHITE	\$0	FORD FLEET SPECIAL ADJUSTMENT	\$0
CLOTH SEATS	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
EBONY INTERIOR TRIM	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
EQUIPMENT GROUP 100A	\$0	FUEL CHARGE	\$0
.XL SERIES	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.2.3L ECOBOOST ENGINE	\$0	PRICED DORA	\$0
.10-SPEED AUTO TRANSMISSION	\$0	ADVERTISING ASSESSMENT	\$0
255/70 R17 A/T TIRE	\$0	DESTINATION & DELIVERY	\$1595
STX APPEARANCE PACKAGE	\$0		
TOTAL BASE AND OPTIONS			MSRP \$38815
DISCOUNTS			NA
TOTAL			\$38815

ORDERING FIN: QC572 END USER FIN: QC572 PO NUMBER: 987654

\$ 36395 - INCLUDES LEATHER OUT THE DOOR GOOD THRU 5-31-25
Kim K

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

\$ 94,161

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



Preview Order 9879 - W8A - SuperCrew FWD - XL: Order Summary Time of Preview: 04/21/2025 11:41:41 Receipt: NA

Dealership Name: Blue Springs Ford

Sales Code : F53118

Dealer Rep. kim koskovich

Type

Fleet

Vehicle Line

Maverick

Order Code 9879

Customer Name City of liber

Priority Code F3

Model Year 2025

Price Level 550

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8A0 MAVER CK XL FWD	\$26995	.POWER-SPLIT ELECTRIC CVT	\$0
.121.0" WHEELBASE	\$0	JOB #2 ORDER	\$0
TOTAL BASE VEHICLE	\$26995	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
CLOTH	\$0	FUEL CHARGE	\$0
EBONY	\$0	PRICED DORA	\$0
EQUIPMENT GROUP 100A	\$0	ADVERTISING ASSESSMENT	\$0
.XL TRIM	\$0	DESTINATION & DELIVERY	\$1595
.2.5L HYBRID ENGINE	\$0		
			MSRP
TOTAL BASE AND OPTIONS			\$28590
DISCOUNTS			NA
TOTAL			\$28590

ORDERING FIN: QC572 END USER FIN: QC572 PO NUMBER: 123456

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

*\$26956 -
OUT THE DOOR
GOOD THRU
5-31-25
J J J
Kim K.*



Preview Order 9879 - W8B - SuperCrew AWD - XL: Order Summary Time of Preview: 04/21/2025 11:34:56 Receipt: NA

Dealership Name: Blue Springs Ford

Sales Code : F53118

Dealer Rep. kim koskovich

Type Fleet Vehicle Line Maverick Order Code 9879

Customer Name City of liber

Priority Code F3 Model Year 2025 Price Level 550

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8B0 MAVERICK XL AWD	\$26995	.POWER-SPLIT ELECTRIC CVT	\$0
.121.0" WHEELBASE	\$0	JOB #2 ORDER	\$0
TOTAL BASE VEHICLE	\$26995	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
CLOTH	\$0	FUEL CHARGE	\$0
EBONY	\$0	PRICED DORA	\$0
EQUIPMENT GROUP 101A	\$2220	ADVERTISING ASSESSMENT	\$0
.XL TRIM	\$0	DESTINATION & DELIVERY	\$1595
.2.5L HYBRID ENGINE	\$0		
			MSRP
TOTAL BASE AND OPTIONS			\$30810
DISCOUNTS			NA
TOTAL			\$30810

ORDERING FIN: QC572 END USER FIN: QC572 PO NUMBER: 987654

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

*30110 INCLUDES
LEATHER
OUT THE DOOR
GOOD THRU
5-31-25
Kim K*

I am attaching the purchase proposal for your review. Please let me know if you have any questions. Thank you.

Thoroughbred Ford

8501 North Boardwalk Ave.

Kansas City, MO. 64154

Proposal for the purchase of two Mavericks and one Ranger for the City of Liberty Utilities. This is based on the Mavericks and Ranger that are in stock at the dealership currently.

Maverick XLT FWD Hybrid	\$30,909.10
-------------------------	-------------

Maverick XLT AWD 2.0L EcoBoost	\$30,233.00
--------------------------------	-------------

Ranger XLT 4X4 2.3L EcoBoost	\$39,669.43
------------------------------	-------------

Leather Seating for Three Trucks	\$4,800.00
----------------------------------	------------

* Trade In Value for F-150 and Escape	* (\$15,500.00) -
---------------------------------------	-------------------

Documentation Fee	\$1,185.00
-------------------	------------

Total

\$90,296.53

James Renner

jarenner@thoroughbredford.com

Cell Phone (816) 516-6606



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-186

Department: Public Works

Submitted By: John Findlay, City Engineer

Subject: Resolution to declare the official intent of the City of Liberty, Missouri to finance the cost of the Police Building addition to City Hall using bond financing

Summary:

- The City is proceeding with the final design and construction of an approximate 20,000-square-foot Police addition to City Hall and renovation of an additional 10,000-square-foot of existing City Hall for police space.
 - Total project costs are estimated at \$20,000,000.
 - The design costs \$1,485,232.
 - Construction Cost of \$16,612,000.
 - Furniture, Equipment, Inspection and Contingency Costs of \$1,902,788.
- Voters approved bond financing to support the funding of the \$20M project via a 1% sales tax increase approved at the April 8, 2025, election.
- General Fund/Economic Development Sales Tax Fund cash will be used to pay up-front costs as available and borrow utilizing bond debt financing as included in this resolution.
- The City intends to use Special Obligation Bonds as a debt financing method.
- Discussions were held during the budget process with the Budget Committee on the usage of debt financing for the project.
- IRS requirements allow for a government entity to go back 60 days from the date of a resolution of intent to reimburse itself using a tax-exempt debt financing.
- So, to provide the City with maximum financing flexibility, staff are recommending the City Council approve the attached reimbursement resolution.

Background:

The City will be borrowing money as needed to pay certain debt financing associated with the design, construction, and soft costs of an addition to Liberty City Hall, including full architectural design fees, geotechnical investigation, independent testing and inspection, construction manager at risk preconstruction and construction fees, site work, utility installations and relocations, building shell, tenant finish, building systems, furniture and equipment, rent for temporary relocation, moving costs, permits and fees, MEP commissioning, and design, supply, and construction contingencies. To provide maximum financing flexibility from 2025 through 2027, a reimbursement resolution should be passed. Staff recommends approval of the attached resolution.

Previous Action (if applicable):

The design was approved on April 28, 2025, with Hoefer Welker, Ordinance No. 12097, for an additional amount of \$1,485,232.00.

Geotechnical service was approved on May 12, 2025, with OWN, Ordinance No. 12110, for an amount of \$25,950.00.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item:	Amount:
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
X Non-Budgeted	Line Item:	Amount: \$20,000,000.00
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Resolution to Declare the Official Intent of the City of Liberty, MO

RESOLUTION NO. _____

A RESOLUTION TO DECLARE THE OFFICIAL INTENT OF THE CITY OF LIBERTY,
MISSOURI TO FINANCE THE COST OF THE POLICE BUILDING ADDITION TO CITY
HALL USING BOND DEBT FINANCING

WHEREAS, the City of Liberty, Missouri (the "City") may finance or reimburse the cost of the design, construction, and soft costs of an addition to Liberty City Hall including full architectural design fees, geotechnical investigation, independent testing and inspection, construction manager at risk preconstruction and construction fees, site work, utility installations and relocations, building shell, tenant finish, building systems, furniture and equipment, rent for temporary relocation, moving costs, permits and fees, MEP commissioning, and design, supply, and construction contingencies (altogether known as "City Hall Addition").

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 the City Hall Addition. The City has made, or expects to make expenditures in connection with the City Hall Addition, 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 \$23,084,956, 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



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-180

Department: Administration

Submitted By: Sarah Ranes, Deputy City Clerk

Subject: Resolution approving a temporary event liquor license for the Liberty Area Chamber of Commerce Liberty Fest event at Capitol Federal Sports Complex, 2200 E. Old State Highway 210 on July 3, 2025

Summary:

Temporary event liquor license for the Liberty Area Chamber of Commerce Liberty Fest event at 2200 E. Old State Highway 210 (Capitol Federal Sports Complex)

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 Liberty Area Chamber of Commerce has applied for a temporary liquor license to serve alcohol at Liberty Fest to be held on July 3, 2025, at the Capitol Federal Sports Complex. Because the public will have access to the event, state statute and City ordinance require a license. The necessary certificate of liability insurance and authorization letter have been provided by the applicant. The application and necessary certificate of liability insurance have been reviewed by the appropriate staff and approval is recommended.

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

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

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. RESOLUTION Liberty Area Chamber of Commerce Liberty Fest

RESOLUTION NO. _____

A RESOLUTION APPROVING A TEMPORARY EVENT LIQUOR LICENSE
FOR THE LIBERTY AREA CHAMBER OF COMMERCE LIBERTY FEST
EVENT AT CAPITOL FEDERAL SPORTS COMPLEX, 2200 OLD STATE
HIGHWAY 210 ON JULY 3, 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 Liberty Area Chamber of Commerce Liberty Fest at Capitol Federal Sports Complex, 2200 Old State Highway 210, Liberty, Missouri, on Thursday, July 3, 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.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF May 9, 2025 to May 23, 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	\$ 93,776.00
TRANSIENT GUEST TAX FUND	244	\$ 2,825.08
CEMETERY MAINTENANCE FUND	247	\$ 2,310.00
LIMITED CAPITAL FUND	350	\$ 383,973.71
CAPTIAL SALES TAX FUND	351	\$ 92,895.03
TRANSPORTATION SALES TAX FUND	352	\$ 62,478.78
PARK SALES TAX FUND	353	\$ 2,695.00
FIRE SALES TAX FUND	356	\$ 22,860.00
PARKS FUND	460	\$ 3,788.13
SPORTS COMPLEX FUND	461	\$ 31,772.37
COMMUNITY CENTER FUND	465	\$ 30,609.28
WATER OPERATING FUND	590	\$ 102,396.74
WASTEWATER OPERATING FUND	591	\$ 28,515.95
WATER CAPITAL FUND	592	\$ 51,769.08
SOLID WASTE FUND	595	\$ 632.40
CID-LIBERTY COMMONS	600	\$ 3,631.00
PAYROLL CHECKS & BENEFITS	5/16/2025	\$ 967,345.32
TOTAL APPROPRIATIONS		<u><u>\$ 1,884,273.87</u></u>

PASSED by the Council this 2nd day of June, 2025.

Greg Canuteson - MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 2nd day of June, 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

May 16, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 05/15/2025 and 05/16/2025;

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										
190671; 05/16/2025; Outstanding; null										
	12	R. JOEL REINOEHL	HW017	05/13/2025	PARKS & RECREATION		460-55041-400-0000	CONTRACT LABOR	Heather Schley Banner Sponsorship	\$ 86.62
	12	R. JOEL REINOEHL	NILO4	05/13/2025	PARKS & RECREATION		460-55041-400-0000	CONTRACT LABOR	Northland Injury Law Banner Sponsorship	\$ 86.62
	12	R. JOEL REINOEHL	HW017	05/13/2025	PARKS & RECREATION		465-55043-420-0000	SPONSORSHIPS	Heather Schley Banner Sponsorship	\$ 129.94
	12	R. JOEL REINOEHL	NILO4	05/13/2025	PARKS & RECREATION		465-55043-420-0000	SPONSORSHIPS	Northland Injury Law Banner Sponsorship	\$ 129.94
	12	R. JOEL REINOEHL	RR044	05/13/2025	PARKS & RECREATION		461-55044-451-0000	MISCELLANEOUS FEES	Red Robin Field Sponsorship	\$ 166.50
	12	R. JOEL REINOEHL	HW017	05/13/2025	PARKS & RECREATION		461-55044-451-0000	MISCELLANEOUS FEES	Heather Schley Banner Sponsorship	\$ 264.69
	12	R. JOEL REINOEHL	NILO4	05/13/2025	PARKS & RECREATION		461-55044-451-0000	MISCELLANEOUS FEES	Northland Injury Law Banner Sponsorship	\$ 264.69
CHECK TOTAL FOR CHECK NUMBER 190671										\$ 1,129.00
190672; 05/16/2025; Outstanding; null										
	23	LOZPROMO.COM	19337	05/04/2025	PARKS & RECREATION		460-55041-400-0000	CONTRACT LABOR	Adam's Toyota & One Hour Banners	\$ 84.00
	23	LOZPROMO.COM	19337	05/04/2025	PARKS & RECREATION		461-55044-451-0000	MISCELLANEOUS FEES	Liberty Hospital Banners	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 190672										\$ 234.00
190673; 05/16/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	46974011004	05/14/2025	PARKS & REC-PO		461-53005-451-0000	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	\$ 2,045.71
CHECK TOTAL FOR CHECK NUMBER 190673										\$ 2,045.71

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190674; 05/16/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10080030	05/08/2025	PARKS & REC-PO		100-53008-160-00000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 808.02
CHECK TOTAL FOR CHECK NUMBER 190674										\$ 808.02
190675; 05/16/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10086011	05/09/2025	PARKS & REC-PO		100-53008-160-00000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 191.44
CHECK TOTAL FOR CHECK NUMBER 190675										\$ 191.44
190676; 05/16/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10091597	05/12/2025	PUB WRKS-PO	Reclass to 100.57020.202.00000	100-53008-160-00000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 671.93
CHECK TOTAL FOR CHECK NUMBER 190676										\$ 671.93
190677; 05/16/2025; Outstanding; null										
April and May 2025 Legal Fees	161	LAW OFFICE OF MARY M PARRISH	16047	05/09/2025	PROSECUTOR		100-55005-115-000000	LEGAL FEES	April and May 2025 Legal Fees	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 190677										\$ 1,000.00
190678; 05/16/2025; Outstanding; null										
Wenson Membership Dues	293	MO MUNICIPAL LEAGUE	28123	05/05/2025	ADMINISTRATI ON		100-59013-110-000000	MEMBERSHIP DUES	Wenson Membership Dues	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 190678										\$ 150.00
190679; 05/16/2025; Outstanding; null										
Copier Contract Charge	342	CANON FINANCIAL SERVICES, INC	40521722	05/12/2025	ADMINISTRATI ON		100-53031-110-000000	COPIER LEASE & USAGE	Copier Contract Charge	\$ 152.00
	342	CANON FINANCIAL SERVICES, INC	40531354	05/12/2025	PUBLIC WORKS		100-53031-201-000000	COPIER LEASE & USAGE	Canon - May 2025 Lease	\$ 76.00
	342	CANON FINANCIAL SERVICES, INC	40531354	05/12/2025	PUBLIC WORKS		100-53031-150-000000	COPIER LEASE & USAGE	Canon - May 2025 Lease	\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 190679										\$ 304.00

**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										
190680; 05/16/2025; Outstanding; null										
	364	DELL TECHNOLOGIES INC.	10812328002	04/28/2025	UTILITIES		591-60000-902-0000 00	MINOR EQUIPMENT	WWTP - Minor Equipment	\$ 2,078.37
CHECK TOTAL FOR CHECK NUMBER 190680										\$ 2,078.37
190681; 05/16/2025; Outstanding; null										
	471	VSM ENGINEERING LLC	1325	03/03/2025	PUB WRKS-PO		352-57033-201-0000 00	SIDEWALK MAINTENANCE PROGRAM	SIDEWALK/ TRAIL PROJECT	\$ 2,390.00
CHECK TOTAL FOR CHECK NUMBER 190681										\$ 2,390.00
190682; 05/16/2025; Outstanding; null										
	487	TOYS FOR TRUCKS, INC	INV1044602	05/06/2025	POLICE		100-60005-501-0000 00	VEHICLE CHANGEOVER COSTS	Graphics	\$ 888.20
CHECK TOTAL FOR CHECK NUMBER 190682										\$ 888.20
190683; 05/16/2025; Outstanding; null										
	552	STAR SIGNS LLC	7652	05/09/2025	TRANSIENT GUEST TAX		244-59024-119-0000 00	SITE WAYFINDING	Repairs to Wayfinding Signage	\$ 600.00
CHECK TOTAL FOR CHECK NUMBER 190683										\$ 600.00
190684; 05/16/2025; Outstanding; null										
	612	SKYLAR ANDERSON	5/13/2025	05/14/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 64.00
CHECK TOTAL FOR CHECK NUMBER 190684										\$ 64.00
190685; 05/16/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	5/13/2025	05/14/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 85.00
CHECK TOTAL FOR CHECK NUMBER 190685										\$ 85.00
190686; 05/16/2025; Outstanding; null										
	696	JANI-KING OF KANSAS CITY	KSC05250591	05/01/2025	PARKS & RECREATION		465-55041-420-0000 00	CONTRACT LABOR	17 cleanings for April 2025	\$ 1,275.00
CHECK TOTAL FOR CHECK NUMBER 190686										\$ 1,275.00

**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										
190687; 05/16/2025; Outstanding; null										
	713	KOHL WHOLESALE INC	1288805	05/14/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	\$ 3,388.18
CHECK TOTAL FOR CHECK NUMBER 190687										\$ 3,388.18
190688; 05/16/2025; Outstanding; null										
	728	CHERRYROAD MEDIA INC	APRIL 2025	04/30/2025	FINANCE		100-53000-130-000000	GENERAL SUPPLIES	Fin Subscript Apr 2025	\$ 51.00
CHECK TOTAL FOR CHECK NUMBER 190688										\$ 51.00
190689; 05/16/2025; Outstanding; null										
	805	EMS MANAGEMENT & CONSULTANTS	EMS-014930	04/30/2025	NONE		100-55041-160-000000	CONTRACT LABOR	AMB BILLING CHARGES-APRIL 2025	\$ 12,401.57
CHECK TOTAL FOR CHECK NUMBER 190689										\$ 12,401.57
190690; 05/16/2025; Outstanding; null										
	813	SAVANNAH STIFF	5/19-5/23/25	05/08/2025	FINANCE		100-54000-116-000000	TRAINING TRAVEL	MACA Conf	\$ 498.20
CHECK TOTAL FOR CHECK NUMBER 190690										\$ 498.20
190691; 05/16/2025; Outstanding; null										
	863	SMARSH INC.	INV-267500	04/30/2025	POLICE		100-57030-512-000000	SOFTWARE MAINTENANCE	T-Mobile Onboarding	\$ 608.17
CHECK TOTAL FOR CHECK NUMBER 190691										\$ 608.17
190692; 05/16/2025; Outstanding; null										
	875	STRICKLAND BROTHERS 10 MIN OIL	00589-21200	05/06/2025	POLICE		100-57009-501-000000	VEHICLE MAINTENANCE	218 Oil Change	\$ 66.98
CHECK TOTAL FOR CHECK NUMBER 190692										\$ 66.98

**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										
190693; 05/16/2025; Outstanding; null										
	913	GARDNER CONSTRUCTION CO, INC	200480	05/02/2025	PUB WRKS-PO		350-20003-000-000000	RETAINAGE PAYABLE	5% Retention	\$ (20,209.14)
	913	GARDNER CONSTRUCTION CO, INC	200480	05/02/2025	PUB WRKS-PO		350-70020-160-000000	CONSTRUCTION CONTRACT	Contract for Design Build Services	\$ 404,182.85
CHECK TOTAL FOR CHECK NUMBER 190693										\$ 383,973.71
190694; 05/16/2025; Outstanding; null										
	952	BRAYLON STEGALL	5/13/2025	05/14/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 48.00
CHECK TOTAL FOR CHECK NUMBER 190694										\$ 48.00
190695; 05/16/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00030481	05/06/2025	PUBLIC WORKS		351-57031-201-000000	ASPHALT-STREET REPAIRS	Asphalt for Whitetail	\$ 751.88
CHECK TOTAL FOR CHECK NUMBER 190695										\$ 751.88
190696; 05/16/2025; Outstanding; null										
	964	J D HOFFMAN ENTERPRISES LLC	8377808	05/09/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 180.00
CHECK TOTAL FOR CHECK NUMBER 190696										\$ 180.00
190697; 05/16/2025; Outstanding; null										
	964	J D HOFFMAN ENTERPRISES LLC	8377809	05/10/2025	PARKS & RECREATION		461-53005-451-000000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 190697										\$ 630.00
190698; 05/16/2025; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	5/13/2025	05/14/2025	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 20.00
	969	RYAN BENJAMIN HOUCK	5/13/2025	05/14/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 190698										\$ 120.00

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

City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190699; 05/16/2025; Outstanding; null										
	977	BARBARA STEVENSON	001	05/05/2025	PUBLIC WORKS		352-57033-201-000000	SIDEWALK MAINTENANCE PROGRAM	Public Easement Acquisition	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 190699										\$ 1,000.00
190700; 05/16/2025; Outstanding; null										
	1059	CLAY CO RECORDER	20250011005	05/13/2025	PLANNING & DVLP		100-55016-150-000000	RECORDING FEES	Holly Lane Estates Lot Split	\$ 138.00
CHECK TOTAL FOR CHECK NUMBER 190700										\$ 138.00
190701; 05/16/2025; Outstanding; null										
	1743	KONE ELEVATOR INC	871677602	05/01/2025	PUBLIC WORKS	Please mail check to: P.O. Box 734874, Chicago, IL 60673-4	100-57020-202-000000	FACILITIES MAINTENANCE	Elevator Maintenance	\$ 3,526.68
CHECK TOTAL FOR CHECK NUMBER 190701										\$ 3,526.68
190702; 05/16/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	343766-01	05/01/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 145.71
	2767	K C WINWATER WORKS CO	342897-02	05/06/2025	UTILITIES		590-13001-000-000000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #309	\$ 676.00
CHECK TOTAL FOR CHECK NUMBER 190702										\$ 821.71
190703; 05/16/2025; Outstanding; null										
	4393	MO ONE CALL SYSTEM INC	5040220	04/30/2025	UTILITIES		591-55002-901-000000	MISSOURI ONE CALL FEE	Locates - Aprill 2025	\$ 517.72
	4393	MO ONE CALL SYSTEM INC	5040220	04/30/2025	UTILITIES		590-55002-801-000000	MISSOURI ONE CALL FEE	Locates - April 2025	\$ 517.73
CHECK TOTAL FOR CHECK NUMBER 190703										\$ 1,035.45

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190704; 05/16/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250548368	05/07/2025	PUB WRKS-PO		100-57019-165-00000	BUILDING MAINTENANCE	Animal Control Generator Maintenance	\$ 0.00
	4424	CUMMINS SALES AND SERVICE	H9-250548352	05/07/2025	PUB WRKS-PO		100-57019-165-00000	BUILDING MAINTENANCE	Animal Control Generator Maintenance	\$ 0.00
	4424	CUMMINS SALES AND SERVICE	H9-250548368	05/07/2025	PUB WRKS-PO		100-57019-202-00000	BUILDING MAINTENANCE	City Hall Generator Maintenance	\$ 0.00
	4424	CUMMINS SALES AND SERVICE	H9-250548352	05/07/2025	PUB WRKS-PO		100-57019-202-00000	BUILDING MAINTENANCE	City Hall Generator Maintenance	\$ 0.00
	4424	CUMMINS SALES AND SERVICE	H9-250548352	05/07/2025	PUB WRKS-PO		591-57019-902-00000	BUILDING MAINTENANCE	Waste Water Treatment Plant Generator Maintenance	\$ 0.00
	4424	CUMMINS SALES AND SERVICE	H9-250548368	05/07/2025	PUB WRKS-PO		590-57019-802-00000	BUILDING MAINTENANCE	Water Treatment Plant Generator Maintenance	\$ 0.00
	4424	CUMMINS SALES AND SERVICE	H9-250548352	05/07/2025	PUB WRKS-PO		590-57019-802-00000	BUILDING MAINTENANCE	Water Treatment Plant Generator Maintenance	\$ 0.00
	4424	CUMMINS SALES AND SERVICE	H9-250548357	05/07/2025	PUB WRKS-PO		590-57019-802-00000	BUILDING MAINTENANCE	Water Treatment Plant Generator Maintenance	\$ 0.00
	4424	CUMMINS SALES AND SERVICE	H9-250548750	05/08/2025	PUB WRKS-PO		100-57019-203-00000	BUILDING MAINTENANCE	ST Generator Load Bank Test	\$ 92.23
	4424	CUMMINS SALES AND SERVICE	H9-250548368	05/07/2025	PUB WRKS-PO		591-57019-902-00000	BUILDING MAINTENANCE	Waste Water Treatment Plant Generator Maintenance	\$ 265.02
	4424	CUMMINS SALES AND SERVICE	H9-250548750	05/08/2025	PUB WRKS-PO		100-57019-202-00000	BUILDING MAINTENANCE	City Hall Generator Maintenance	\$ 514.77
	4424	CUMMINS SALES AND SERVICE	H9-250548352	05/07/2025	PUB WRKS-PO		100-57014-300-00000	EMERGENCY MGT MAINTENANCE	Fire, Community Ctr and Water Tower Generator Maintenance	\$ 545.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190704; 05/16/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250548357	05/07/2025	PUB WRKS-PO		100-57019-165-00000	BUILDING MAINTENANCE	Animal Control Generator Maintenance	\$ 607.00
	4424	CUMMINS SALES AND SERVICE	H9-250548349	05/07/2025	PUB WRKS-PO		590-57019-802-00000	BUILDING MAINTENANCE	Water Treatment Plant Generator Maintenance	\$ 835.32
	4424	CUMMINS SALES AND SERVICE	H9-250447281	04/30/2025	PUB WRKS-PO		590-57019-802-00000	BUILDING MAINTENANCE	Water Treatment Plant Generator Maintenance	\$ 1,551.89
	4424	CUMMINS SALES AND SERVICE	H9-250548529	05/07/2025	PUBLIC WORKS		100-57019-202-00000	BUILDING MAINTENANCE	Replace battery in FS#3 Generator	\$ 197.89
CHECK TOTAL FOR CHECK NUMBER 190704										\$ 4,609.12
190705; 05/16/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	5/13/2025	05/14/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 133.00
CHECK TOTAL FOR CHECK NUMBER 190705										\$ 133.00
190706; 05/16/2025; Outstanding; null										
	4458	HASTY AWARDS	04253582	05/09/2025	PARKS & RECREATION		461-53003-451-00000	RECREATION SUPPLIES	Spring Comp Softball Medals	\$ 93.62
	4458	HASTY AWARDS	04251937	05/07/2025	PARKS & RECREATION		461-53003-451-00000	RECREATION SUPPLIES	Medals	\$ 938.83
CHECK TOTAL FOR CHECK NUMBER 190706										\$ 1,032.45
190707; 05/16/2025; Outstanding; null										
	4460	JEFF ELLIS & ASSOC INC	20127047	05/13/2025	PARKS & RECREATION		465-55059-410-00000	LIFEGUARD TRAINING	New and original certifications	\$ 1,015.00
CHECK TOTAL FOR CHECK NUMBER 190707										\$ 1,015.00
190708; 05/16/2025; Outstanding; null										
	4522	ENSZ & JESTER PC	45	04/30/2025	HR & RISK MGMT		100-55005-140-00000	LEGAL FEES	Legal fees	\$ 37.00
CHECK TOTAL FOR CHECK NUMBER 190708										\$ 37.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190709; 05/16/2025; Outstanding; null										
	4623	REWIND FITNESS LLC	8544	04/30/2025	PARKS & RECREATION		465-57018-420-000000	MISC EQUIPMENT MAINT	repair services - fitness	\$ 723.63
CHECK TOTAL FOR CHECK NUMBER 190709										\$ 723.63
190710; 05/16/2025; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	30777	05/04/2025	PARKS & RECREATION		460-57025-403-000000	TRAILS MAINTENANCE	Gravel	\$ 1,066.06
CHECK TOTAL FOR CHECK NUMBER 190710										\$ 1,066.06
190711; 05/16/2025; Outstanding; null										
	4763	PRINTING UNLIMITED	72613	05/09/2025	POLICE		100-53032-501-000000	OUTSIDE PRINTING	Business Cards	\$ 174.00
CHECK TOTAL FOR CHECK NUMBER 190711										\$ 174.00
190712; 05/16/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23547	05/06/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23526	05/02/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23540	05/02/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23495	05/05/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23538	05/05/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23534	05/06/2025	ANIMAL CONTROL		100-55015-165-000000	VETERINARY SERVICES	sterilization	\$ 65.00
CHECK TOTAL FOR CHECK NUMBER 190712										\$ 370.00
190713; 05/16/2025; Outstanding; null										
	4908	AMERICAN DIGITAL SECURITY LLC	INV0040502	05/01/2025	PUBLIC WORKS		100-57019-203-000000	BUILDING MAINTENANCE	ST Alarm Monitoring	\$ 24.95
CHECK TOTAL FOR CHECK NUMBER 190713										\$ 24.95

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190714; 05/16/2025; Outstanding; null										
LCC Access Control & Security Upgrades	4908	AMERICAN DIGITAL SECURITY LLC	INV0040658	05/06/2025	PARKS & REC-PO		465-57019-420-000000	BUILDING MAINTENANCE	Overages - lockset changed required to make Aging Services door work properl	\$ 16.60
LCC Access Control & Security Upgrades	4908	AMERICAN DIGITAL SECURITY LLC	INV0040658	05/06/2025	PARKS & REC-PO		100-60000-480-000000	MINOR EQUIPMENT	LCC Access Control & Security Upgrades	\$ 3,969.37
LCC Access Control & Security Upgrades	4908	AMERICAN DIGITAL SECURITY LLC	INV0040658	05/06/2025	PARKS & REC-PO		465-57019-420-000000	BUILDING MAINTENANCE	LCC Access Control & Security Upgrades	\$ 11,858.33
CHECK TOTAL FOR CHECK NUMBER 190714										\$ 15,844.30
190715; 05/16/2025; Outstanding; null										
	5223	CITY TREASURER	2025-05	05/09/2025	MULTI		351-57013-201-000000	RADIO MAINTENANCE	PW 56 x 18.47	\$ 1,034.32
	5223	CITY TREASURER	2025-05	05/09/2025	MULTI		100-57013-301-000000	RADIO MAINTENANCE	FD 64 x 18.47	\$ 1,182.08
	5223	CITY TREASURER	2025-05	05/09/2025	MULTI		100-57013-501-000000	RADIO MAINTENANCE	PD 74 x 18.47	\$ 1,366.78
CHECK TOTAL FOR CHECK NUMBER 190715										\$ 3,583.18
190716; 05/16/2025; Outstanding; null										
	5394	GALL'S INC	031307466	05/12/2025	FIRE		100-59014-304-000000	CLOTHING EXPENSES	Fire uniforms	\$ 40.92
	5394	GALL'S INC	031286406	05/08/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 65.12
	5394	GALL'S INC	031281243	05/08/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 79.20
	5394	GALL'S INC	031260493	05/06/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 87.12
	5394	GALL'S INC	031279543	05/08/2025	FIRE		100-59014-301-000000	CLOTHING EXPENSES	Fire uniforms	\$ 113.25
CHECK TOTAL FOR CHECK NUMBER 190716										\$ 385.61

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190717; 05/16/2025; Outstanding; null										
	5575	TW CUSTOM BRANDING	56913	04/29/2025	PARKS & REC-PO		461-53003-451-000000	RECREATION SUPPLIES	Sports Apparel	\$ 131.87
CHECK TOTAL FOR CHECK NUMBER 190717										\$ 131.87
190718; 05/16/2025; Outstanding; null										
	5680	LAUREL SHOGER	5/13/2025	05/14/2025	PARKS & RECREATION		465-55056-410-000000	SEMI-PRIVATE SWIM LESSONS		\$ 52.00
	5680	LAUREL SHOGER	5/13/2025	05/14/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 60.00
	5680	LAUREL SHOGER	5/13/2025	05/14/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 60.00
CHECK TOTAL FOR CHECK NUMBER 190718										\$ 172.00
190719; 05/16/2025; Outstanding; null										
	5694	RUSSELL FRICK	752318	05/05/2025	UTILITIES		591-57004-901-000000	MAINS & LINES MAINTENANCE	Dirt - Stockpile	\$ 250.00
	5694	RUSSELL FRICK	752318	05/05/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Dirt - Stockpile	\$ 250.00
	5694	RUSSELL FRICK	752316	05/09/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Dirt - Mack St Restoration	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 190719										\$ 800.00
190720; 05/16/2025; Outstanding; null										
	5709	UTILITY SERVICE CO INC	625337	05/01/2025	UTILITIES		590-57008-802-000000	WATER TOWERS MAINTENANCE	WTP - Nashua Tower Quarterly	\$ 6,438.80
CHECK TOTAL FOR CHECK NUMBER 190720										\$ 6,438.80
190721; 05/16/2025; Outstanding; null										
	5733	DAKTRONICS INC	7141054	04/25/2025	PARKS & RECREATION		461-53003-451-000000	RECREATION SUPPLIES	Scoreboard Controller	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 190721										\$ 630.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190722; 05/16/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD91214	05/06/2025	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime	\$ 9,975.53
CHECK TOTAL FOR CHECK NUMBER 190722										\$ 9,975.53
190723; 05/16/2025; Outstanding; null										
	5767	BRENNTAG MID-SOUTH INC	BMS920235	05/07/2025	UTILITIES		590-53009-802-0000 00	CHEMICALS	WTP - Chemicals	\$ 8,762.04
CHECK TOTAL FOR CHECK NUMBER 190723										\$ 8,762.04
190724; 05/16/2025; Outstanding; null										
	5838	EXCELSIOR SPRINGS HOSPITAL	4685	05/05/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 78.40
CHECK TOTAL FOR CHECK NUMBER 190724										\$ 78.40
190725; 05/16/2025; Outstanding; null										
	5910	KONICA MINOLTA BUSINESS SOLUTI	555450774	05/11/2025	PARKS & RECREATION		100-57012-483-0000 00	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.72
	5910	KONICA MINOLTA BUSINESS SOLUTI	555450774	05/11/2025	PARKS & RECREATION		465-57012-420-0000 00	OFFICE EQUIPMENT MAINTENANCE	Monthly payment - Konica Minolta	\$ 409.73
CHECK TOTAL FOR CHECK NUMBER 190725										\$ 819.45
190726; 05/16/2025; Outstanding; null										
	5913	LUEBBERT ENGINEERING	2	04/30/2025	PUB WRKS-PO		351-55049-201-0000 00	NPDES EXPENSES	PW STORM WATER CONSULT	\$ 2,370.00
CHECK TOTAL FOR CHECK NUMBER 190726										\$ 2,370.00
190727; 05/16/2025; Outstanding; null										
	5996	SIEMENS INDUSTRY INC	5331923398	05/05/2025	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Annual fire alarm monitoring	\$ 749.11
CHECK TOTAL FOR CHECK NUMBER 190727										\$ 749.11

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190728; 05/16/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4196950	05/06/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 548.00
	6014	ZOLL MEDICAL CORPORATION	90111692	04/16/2025	FIRE SLS TX-PO		356-70001-305-000000	CAPITAL EQUIPMENT	9 Zoll monitors and software including 4 year service plan.	\$ 22,860.00
CHECK TOTAL FOR CHECK NUMBER 190728										\$ 23,408.00
190729; 05/16/2025; Outstanding; null										
	6123	GT DISTRIBUTORS INC	UNIV0070587	04/30/2025	POLICE		100-59014-501-000000	CLOTHING EXPENSES	Snider Class A Shirt	\$ 65.70
CHECK TOTAL FOR CHECK NUMBER 190729										\$ 65.70
190730; 05/16/2025; Outstanding; null										
Mowing Week of 5.12.25	6136	KITCHS LAWN CARE & LANDSCAPING	2890	05/13/2025	CEMETERY MNTCE-PO	Mowing Week of 5.12.25	247-57024-204-000000	MOWING CONTRACT	Professional Mowing, Trimming, and Edging Services	\$ 2,310.00
CHECK TOTAL FOR CHECK NUMBER 190730										\$ 2,310.00
190731; 05/16/2025; Outstanding; null										
	6149	MO DEPT OF NATURAL RESOURCES	78017805000364	05/13/2025	UTILITIES		590-55012-802-000000	MISC FEES - LEE CHEMICAL	Lee Chemical Oversight	\$ 2,278.47
CHECK TOTAL FOR CHECK NUMBER 190731										\$ 2,278.47
190732; 05/16/2025; Outstanding; null										
	6196	AMERIGLASS CLEANING INC	195484	05/13/2025	FIRE		100-57019-300-000000	BUILDING MAINTENANCE	Fire window cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 190732										\$ 80.00
190733; 05/16/2025; Outstanding; null										
	6367	ST JOSEPH TRACTOR INC	250087	04/16/2025	PUB WRKS-PO		351-70001-201-000000	CAPITAL EQUIPMENT	New Holland Tractor with Mower for PW	\$ 77,800.00
CHECK TOTAL FOR CHECK NUMBER 190733										\$ 77,800.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190734; 05/16/2025; Outstanding; null										
	6369	FISH WINDOW CLEANING	2642-98345	05/05/2025	ANIMAL CONTROL		100-57019-165-00000	BUILDING MAINTENANCE	Window Cleaning	\$ 80.00
CHECK TOTAL FOR CHECK NUMBER 190734										\$ 80.00
190735; 05/16/2025; Outstanding; null										
	6420	BARKLEY ASPHALT CO INC	25-079	05/09/2025	UTILITIES		592-70020-801-00000	CONSTRUCTION CONTRACT	Asphalt - Mississippi St Project	\$ 9,640.00
CHECK TOTAL FOR CHECK NUMBER 190735										\$ 9,640.00
190736; 05/16/2025; Outstanding; null										
	6424	BLACK & MCDONALD ELECTRIC LLC	76-1785719	05/09/2025	PUBLIC WORKS		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	Traffic Signal Maintenance SLP & S. Wales Dr.	\$ 538.72
CHECK TOTAL FOR CHECK NUMBER 190736										\$ 538.72
190737; 05/16/2025; Outstanding; null										
FY 2025 - year five of a 5-year term traffic signal preventa	6424	BLACK & MCDONALD ELECTRIC LLC	76-1784820	05/07/2025	PUB WRKS-PO		100-57017-201-00000	STREET/TRAFFIC LIGHTS MAINT	2025 Traffic Signal Preventative Maintenance Contract	\$ 15,489.50
CHECK TOTAL FOR CHECK NUMBER 190737										\$ 15,489.50
190738; 05/16/2025; Outstanding; null										
	6612	LIPPERT MECHANICAL SERVICE INC	SI2131336	05/02/2025	UTILITIES		590-57005-802-00000	WATER PLANT MAINTENANCE	WTP - PRV Check	\$ 259.00
CHECK TOTAL FOR CHECK NUMBER 190738										\$ 259.00
190739; 05/16/2025; Outstanding; null										
	6669	SHANNON MILLS	5/19-5/23/25	05/08/2025	FINANCE		100-54000-116-00000	TRAINING TRAVEL	MACA Conf	\$ 498.20
CHECK TOTAL FOR CHECK NUMBER 190739										\$ 498.20

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190740; 05/16/2025; Outstanding; null										
	6727	MIKE HAGEN ELECTRIC, INC.	20724	05/07/2025	PARKS & RECREATION		353-70001-451-0000 00	CAPITAL EQUIPMENT	Cap Fed Electrical Cameras	\$ 2,695.00
CHECK TOTAL FOR CHECK NUMBER 190740										\$ 2,695.00
190741; 05/16/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	5/13/2025	05/14/2025	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 25.00
	6763	MICHAEL S WIENANDS	5/13/2025	05/14/2025	PARKS & RECREATION		465-55056-410-0000 00	SEMI-PRIVATE SWIM LESSONS		\$ 52.00
	6763	MICHAEL S WIENANDS	5/13/2025	05/14/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 399.00
CHECK TOTAL FOR CHECK NUMBER 190741										\$ 476.00
190742; 05/16/2025; Outstanding; null										
	7509	KAPKE & WILLERTH LLC	68927	05/02/2025	FINANCE		100-55005-111-00000 0	LEGAL FEES	Legal Fees	\$ 4,365.00
CHECK TOTAL FOR CHECK NUMBER 190742										\$ 4,365.00
190743; 05/16/2025; Outstanding; null										
	7683	RICOH USA, INC	109159907	05/01/2025	FIRE		100-53031-300-0000 00	COPIER LEASE & USAGE	Fire copier lease	\$ 137.89
CHECK TOTAL FOR CHECK NUMBER 190743										\$ 137.89
190744; 05/16/2025; Outstanding; null										
	7688	C&B EQUIPMENT	18116-00	05/02/2025	UTILITIES		590-57005-802-0000 00	WATER PLANT MAINTENANCE	WTP - 350 HP Motor Repair	\$ 16,315.11
CHECK TOTAL FOR CHECK NUMBER 190744										\$ 16,315.11
190745; 05/16/2025; Outstanding; null										
	7923	OMEGA DOOR CO INC	59338	04/17/2025	FIRE		100-57019-300-0000 00	BUILDING MAINTENANCE	St 1 Garage door springs	\$ 1,683.82
CHECK TOTAL FOR CHECK NUMBER 190745										\$ 1,683.82

**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										
190746; 05/16/2025; Outstanding; null										
	8397	REPUBLIC SERVICES #468	0468-004537 059	04/30/2025	UTILITIES		591-55041-901-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 71.53
	8397	REPUBLIC SERVICES #468	0468-004537 059	04/30/2025	UTILITIES		591-55044-902-00000	MISCELLANEOUS FEES	Dumpster Pickup Service	\$ 71.53
	8397	REPUBLIC SERVICES #468	0468-004537 059	04/30/2025	UTILITIES		590-55041-801-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 71.53
	8397	REPUBLIC SERVICES #468	0468-004536 943	04/30/2025	UTILITIES		591-55041-901-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 509.68
	8397	REPUBLIC SERVICES #468	0468-004536 943	04/30/2025	UTILITIES		590-55041-801-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 509.69
	8397	REPUBLIC SERVICES #468	0468-004536 943	04/30/2025	UTILITIES		591-55041-902-00000	CONTRACT LABOR	Dumpster Pickup Service	\$ 2,550.52
CHECK TOTAL FOR CHECK NUMBER 190746										\$ 3,784.48
190747; 05/16/2025; Outstanding; null										
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST458411	05/05/2025	PLANNING & DVLP		100-53031-201-00000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 92.99
	8612	MIDWEST OFFICE TECHNOLOGY INC	INST458411	05/05/2025	PLANNING & DVLP		100-53031-150-00000	COPIER LEASE & USAGE	Canon/IRAC5760 Lease	\$ 93.00
CHECK TOTAL FOR CHECK NUMBER 190747										\$ 185.99
190748; 05/16/2025; Outstanding; null										
	8654	CUNNINGHAM, VOGEL & ROST PC	70278	04/30/2025	FINANCE		600-55005-616-00000	LEGAL FEES	CID Legal Fees	\$ 3,631.00
CHECK TOTAL FOR CHECK NUMBER 190748										\$ 3,631.00
190749; 05/16/2025; Outstanding; null										
	8799	CORE & MAIN LP	W856069	04/30/2025	UTILITIES		590-57004-801-00000	MAINS & LINES MAINTENANCE	Misc Inventory	\$ 574.00
	8799	CORE & MAIN LP	W856069	04/30/2025	UTILITIES		590-13001-000-00000	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #012	\$ 4,388.40
CHECK TOTAL FOR CHECK NUMBER 190749										\$ 4,962.40

**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										
190750; 05/16/2025; Outstanding; null										
	8879	ISABELLA PAOLETTI	5/13/2025	05/14/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 20.00
	8879	ISABELLA PAOLETTI	5/13/2025	05/14/2025	PARKS & RECREATION		465-55054-410-000000	SWIM TEAM BASICS		\$ 25.00
	8879	ISABELLA PAOLETTI	5/13/2025	05/14/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 160.00
CHECK TOTAL FOR CHECK NUMBER 190750										\$ 205.00
190751; 05/16/2025; Outstanding; null										
	999999	Melanie Baresel	2421228	05/07/2025	PARKS & RECREATION		461-44075-000-000000	TINY TOT T-BALL	Not Playing	\$ 65.00
CHECK TOTAL FOR CHECK NUMBER 190751										\$ 65.00
190752; 05/16/2025; Outstanding; null										
	999999	James Benbow	2422731	05/09/2025	PARKS & RECREATION		461-44070-000-000000	ADULT SOFTBALL LEAGUES	Not Playing	\$ 900.00
CHECK TOTAL FOR CHECK NUMBER 190752										\$ 900.00
190753; 05/16/2025; Outstanding; null										
	999999	Rhett Konneman	2426295	05/12/2025	PARKS & RECREATION		465-44064-000-000000	SWIM TEAM	Not swimming	\$ 138.00
CHECK TOTAL FOR CHECK NUMBER 190753										\$ 138.00
190754; 05/16/2025; Outstanding; null										
	999999	Emma Davis	2427598	05/13/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Swim Team Refunds (2 children)	\$ 320.00
CHECK TOTAL FOR CHECK NUMBER 190754										\$ 320.00
190755; 05/16/2025; Outstanding; null										
	999999	Triumph National Talent	2428133	05/14/2025	PARKS & RECREATION		465-44055-000-000000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 886.19
CHECK TOTAL FOR CHECK NUMBER 190755										\$ 886.19

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

City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190756; 05/16/2025; Outstanding; null										
	999999	Perception Dance Company	2430248	05/15/2025	PARKS & RECREATION		465-44055-000-00000	MEETING ROOM RENTAL	Security Payment - remaining balance returned	\$ 1,030.00
CHECK TOTAL FOR CHECK NUMBER 190756										\$ 1,030.00
190757; 05/16/2025; Outstanding; null										
	907	MADISON ARANT	5/19-5/23/25	05/08/2025	FINANCE		100-54000-116-00000	TRAINING TRAVEL	MACA Conf	\$ 498.20
CHECK TOTAL FOR CHECK NUMBER 190757										\$ 498.20
190758; 05/16/2025; Outstanding; null										
	980	DOUGLAS WILSON	5/21-5/23/25	05/14/2025	FINANCE		100-54000-116-00000	TRAINING TRAVEL	MMACJA Conf	\$ 378.60
CHECK TOTAL FOR CHECK NUMBER 190758										\$ 378.60
190759; 05/16/2025; Outstanding; null										
Will Pick Up Check	9209	LIBERTY SPORTS OFFICIALS	SUMMER 2 - 2025	05/11/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	Tiny Tot Tball	\$ 1,248.00
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	SUMMER 1-2025	05/08/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	\$ 7,030.00
CHECK TOTAL FOR CHECK NUMBER 190759										\$ 8,278.00
Grand Total:										\$ 666,462.97

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

May 23, 2025

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 05/22/2025 and 05/23/2025;

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										
190760; 05/23/2025; Outstanding; null										
	16	TELEFLEX LLC	9509967802	05/07/2025	FIRE		100-53001-302-0000 00	MEDICAL SUPPLIES	Fire medical supplies	\$ 1,995.00
CHECK TOTAL FOR CHECK NUMBER 190760										\$ 1,995.00
190761; 05/23/2025; Outstanding; null										
	23	LOZPROMO.COM	19339	05/19/2025	PARKS & RECREATION		461-55044-451-0000 00	MISCELLANEOUS FEES	Replacement Banners	\$ 156.00
CHECK TOTAL FOR CHECK NUMBER 190761										\$ 156.00
190762; 05/23/2025; Outstanding; null										
	76	HEARTLAND COCA-COLA BOTTLING C	47083797025	05/21/2025	PARKS & REC-PO		461-53005-451-0000 00	CONCESSION SUPPLIES	Concession Beverages and supplies for Sports Complex and LCC Vending	\$ 2,600.72
CHECK TOTAL FOR CHECK NUMBER 190762										\$ 2,600.72
190763; 05/23/2025; Cleared; 05/23/2025										
ZTRIP SERVICES	80	KCATA	IN-1124	03/17/2025	FINANCE-PO		352-55044-160-0000 00	IRIS TRANSPORTATION (ZTRIP)		\$ 14,000.00
ZTRIP SERVICES	80	KCATA	IN-1125	03/17/2025	FINANCE-PO		352-55044-160-0000 00	IRIS TRANSPORTATION (ZTRIP)		\$ 14,000.00
ZTRIP SERVICES	80	KCATA	IN-1123	03/17/2025	FINANCE-PO		352-55044-160-0000 00	IRIS TRANSPORTATION (ZTRIP)	IRIS Contract	\$ 14,000.00
ZTRIP SERVICES	80	KCATA	IN-1126	03/17/2025	FINANCE-PO		352-55044-160-0000 00	IRIS TRANSPORTATION (ZTRIP)	IRIS Contract	\$ 14,000.00
CHECK TOTAL FOR CHECK NUMBER 190763										\$ 56,000.00

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190764; 05/23/2025; Outstanding; null										
City-Wide Custodial Supplies	81	BRADY INDUSTRIES OF KANSAS LLC	10114693	05/16/2025	PARKS & REC-PO		100-53008-160-00000	MAINTENANCE MATERIALS	City-Wide Custodial Supplies	\$ 50.46
CHECK TOTAL FOR CHECK NUMBER 190764										\$ 50.46
190765; 05/23/2025; Outstanding; null										
	84	QUALITY PLUMBING, INC.	122457541	05/15/2025	UTILITIES		591-57019-901-00000	BUILDING MAINTENANCE	Freezer Repair Work	\$ 506.10
	84	QUALITY PLUMBING, INC.	122457541	05/15/2025	UTILITIES		590-57019-801-00000	BUILDING MAINTENANCE	Freezer Repair Work	\$ 506.11
CHECK TOTAL FOR CHECK NUMBER 190765										\$ 1,012.21
190766; 05/23/2025; Outstanding; null										
	314	RICOH USA, INC	1103477573	05/18/2025	ANIMAL CONTROL		100-53031-165-00000	COPIER LEASE & USAGE	Late Fee	\$ 5.00
	314	RICOH USA, INC	5071173492	04/01/2025	ANIMAL CONTROL		100-53031-165-00000	COPIER LEASE & USAGE	Copier Usage	\$ 74.67
	314	RICOH USA, INC	40489131	05/17/2025	ANIMAL CONTROL		100-53031-165-00000	COPIER LEASE & USAGE	Copier Usage	\$ 91.26
	314	RICOH USA, INC	40519909	05/21/2025	FINANCE		100-53031-130-00000	COPIER LEASE & USAGE	Finance Copier Lease	\$ 139.85
CHECK TOTAL FOR CHECK NUMBER 190766										\$ 310.78
190767; 05/23/2025; Outstanding; null										
	337	COLD SOLUTIONS AT RUSH CREEK	1367	05/20/2025	PUBLIC WORKS		100-55032-202-00000	REFUSE COLLECTION FEES	Cold Storage Rent - June 2025	\$ 1,800.00
CHECK TOTAL FOR CHECK NUMBER 190767										\$ 1,800.00
190768; 05/23/2025; Outstanding; null										
	357	NORTHLAND READY-MIX INC	203653	05/02/2025	UTILITIES		592-70020-801-00000	CONSTRUCTION CONTRACT	Concrete - Mississippi St Project	\$ 1,520.00
	357	NORTHLAND READY-MIX INC	203816,818	05/07/2025	UTILITIES		592-70020-801-00000	CONSTRUCTION CONTRACT	Concrete - Mississippi St Project	\$ 2,663.00
CHECK TOTAL FOR CHECK NUMBER 190768										\$ 4,183.00

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190769; 05/23/2025; Outstanding; null										
	377	JACKSON LEWIS PC	8781149	05/13/2025	HR & RISK MGMT		100-55005-140-00000	LEGAL FEES	Legal fees	\$ 99.00
CHECK TOTAL FOR CHECK NUMBER 190769										\$ 99.00
190770; 05/23/2025; Outstanding; null										
Upper Level Bathrooms Partitions Replacement	456	DESIGN SUPPLY DOORS LLC	134886	05/16/2025	PARKS & REC-PO		465-57019-420-00000	BUILDING MAINTENANCE	Upper Level Bathrooms Partitions Replacement	\$ 4,576.00
CHECK TOTAL FOR CHECK NUMBER 190770										\$ 4,576.00
190771; 05/23/2025; Outstanding; null										
	487	TOYS FOR TRUCKS, INC	INV1045110	05/07/2025	POLICE		100-60005-501-00000	VEHICLE CHANGEOVER COSTS	Vehicle Change Over	\$ 6,384.83
CHECK TOTAL FOR CHECK NUMBER 190771										\$ 6,384.83
190772; 05/23/2025; Outstanding; null										
	533	MIDWEST DIESEL PERFORMANCE & R	3875	05/20/2025	UTILITIES		590-57018-801-00000	MISC EQUIPMENT MAINT	Mower Repair	\$ 377.56
	533	MIDWEST DIESEL PERFORMANCE & R	3875	05/20/2025	UTILITIES		591-57018-901-000000	MISC EQUIPMENT MAINT	Mower Repair	\$ 377.57
CHECK TOTAL FOR CHECK NUMBER 190772										\$ 755.13
190773; 05/23/2025; Outstanding; null										
	612	SKYLAR ANDERSON	5/21/2025	05/21/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 32.00
CHECK TOTAL FOR CHECK NUMBER 190773										\$ 32.00
190774; 05/23/2025; Outstanding; null										
	616	COLE CHRISTOPHER BRYANT	5/21/2025	05/21/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 221.00
CHECK TOTAL FOR CHECK NUMBER 190774										\$ 221.00

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190775; 05/23/2025; Outstanding; null										
	657	LOGICALIS, INC.	IN239084	04/11/2025	TECH & LOGISTICS		100-57029-170-000000	TELEPHONE SYSTEM MAINTENANCE	cisco 9861 and 9871	\$ 615.06
CHECK TOTAL FOR CHECK NUMBER 190775										\$ 615.06
190776; 05/23/2025; Outstanding; null										
	704	42 C.A.R.E.S., INC	181	05/16/2025	FIRE		100-55014-300-000000	MEDICAL FEES	42 Cares (Apr, May, Jun- 2025)	\$ 1,386.00
	704	42 C.A.R.E.S., INC	180	05/16/2025	FIRE		100-55014-300-000000	MEDICAL FEES	42 Cares (Jan, Feb, March- 2025)	\$ 1,386.00
CHECK TOTAL FOR CHECK NUMBER 190776										\$ 2,772.00
190777; 05/23/2025; Outstanding; null										
	713	KOHL WHOLESALE INC	1295460	05/21/2025	PARKS & REC-PO		461-53005-451-000000	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	\$ 5,311.18
CHECK TOTAL FOR CHECK NUMBER 190777										\$ 5,311.18
190778; 05/23/2025; Outstanding; null										
	777	STERICYCLE, INC.	8010265811	03/25/2025	MULTI		100-55044-116-000000	MISCELLANEOUS FEES	Court	\$ 38.35
	777	STERICYCLE, INC.	8010265811	03/25/2025	MULTI		100-55044-140-000000	MISCELLANEOUS FEES	Personnel	\$ 38.85
	777	STERICYCLE, INC.	8010265811	03/25/2025	MULTI		100-55044-111-0000000	MISCELLANEOUS FEES	City Clerk	\$ 51.81
	777	STERICYCLE, INC.	8010265811	03/25/2025	MULTI		100-55044-130-000000	MISCELLANEOUS FEES	Finance	\$ 56.26
	777	STERICYCLE, INC.	8010265811	03/25/2025	MULTI		100-55044-501-000000	MISCELLANEOUS FEES	Records/Dispatch	\$ 220.67
CHECK TOTAL FOR CHECK NUMBER 190778										\$ 405.94
190779; 05/23/2025; Outstanding; null										
	781	TEKLAB, INC.	326460	05/14/2025	UTILITIES-PO		591-55020-902-000000	LAB FEES	Lab Fees	\$ 471.70
CHECK TOTAL FOR CHECK NUMBER 190779										\$ 471.70

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190780; 05/23/2025; Outstanding; null										
	781	TEKLAB, INC.	326592	05/19/2025	UTILITIES-PO		590-55020-802-0000 00	LAB FEES	Water Sample Courier Fee/Month	\$ 15.00
	781	TEKLAB, INC.	326592	05/19/2025	UTILITIES-PO		590-55020-802-0000 00	LAB FEES	Lee Chemical Voc Testing	\$ 2,261.00
CHECK TOTAL FOR CHECK NUMBER 190780										\$ 2,276.00
190781; 05/23/2025; Outstanding; null										
includes prepaid - 100-14001-000-00 0000	811	EIDE BAILLY LLP	SI00040897	04/30/2025	TECH & LOGISTICS		100-14001-000-0000 00	OTHER PREPAYMENTS	Prepay 1/2026 - 4/2026	\$ 1,551.53
includes prepaid - 100-14001-000-00 0000	811	EIDE BAILLY LLP	SI00040897	04/30/2025	TECH & LOGISTICS		100-57030-170-0000 00	SOFTWARE MAINTENANCE	Printer Logic (65 count)	\$ 3,822.67
CHECK TOTAL FOR CHECK NUMBER 190781										\$ 5,374.20
190782; 05/23/2025; Outstanding; null										
	822	LAUREN CHARLOTTE PANCIC	5/21/2025	05/22/2025	PARKS & RECREATION		465-55050-410-0000 00	SWIM TEAM STROKE CLINIC		\$ 252.30
CHECK TOTAL FOR CHECK NUMBER 190782										\$ 252.30
190783; 05/23/2025; Outstanding; null										
	885	COURTNEY RIDGE RDF LANDFILL	4138-000032 162	05/15/2025	UTILITIES-PO		591-55026-902-0000 00	FEES-LIME SLUDGE DISPOSAL	Courtney Ridge	\$ 17,915.94
CHECK TOTAL FOR CHECK NUMBER 190783										\$ 17,915.94
190784; 05/23/2025; Outstanding; null										
	943	COLUMN SOFTWARE PBC	B283E281-00 05	03/31/2025	PUBLIC WORKS		595-55044-205-0000 00	MISCELLANEOUS FEES	Public Notice - Vacation of ROW	\$ 150.28
	943	COLUMN SOFTWARE PBC	B283E281-00 02	03/03/2025	PUBLIC WORKS		595-55044-205-0000 00	MISCELLANEOUS FEES	Legal Ads for Bid 3240380	\$ 199.31
	943	COLUMN SOFTWARE PBC	B283E281-00 07	05/16/2025	PUBLIC WORKS		595-55044-205-0000 00	MISCELLANEOUS FEES	Legal Ads for Bid 3495870	\$ 206.48
CHECK TOTAL FOR CHECK NUMBER 190784										\$ 556.07

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190785; 05/23/2025; Outstanding; null										
	957	VANCE BROTHERS, LLC	IG00030549	05/08/2025	PUBLIC WORKS		351-57031-201-00000	ASPHALT-STREET REPAIRS	Asphalt for Shannon Dr, Bridget Pl	\$ 687.50
	957	VANCE BROTHERS, LLC	IG00030579	05/09/2025	PUBLIC WORKS		351-57031-201-00000	ASPHALT-STREET REPAIRS	Asphalt for Shannon Dr./Joseph St.	\$ 688.13
	957	VANCE BROTHERS, LLC	IG00030646	05/13/2025	PUBLIC WORKS		351-57031-201-00000	ASPHALT-STREET REPAIRS	Asphalt for Georgia Ln, Grant Ave	\$ 751.88
	957	VANCE BROTHERS, LLC	IG00030609	05/12/2025	PUBLIC WORKS		351-57031-201-00000	ASPHALT-STREET REPAIRS	Asphalt for Manor Ln, Prairie St.	\$ 753.13
CHECK TOTAL FOR CHECK NUMBER 190785										\$ 2,880.64
190786; 05/23/2025; Outstanding; null										
	964	J D HOFFMAN ENTERPRISES LLC	8392687	05/16/2025	PARKS & RECREATION		461-53005-451-0000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 360.00
CHECK TOTAL FOR CHECK NUMBER 190786										\$ 360.00
190787; 05/23/2025; Outstanding; null										
	964	J D HOFFMAN ENTERPRISES LLC	8392702	05/17/2025	PARKS & RECREATION		461-53005-451-0000	CONCESSION SUPPLIES	Chick-Fil-A Sandwiches	\$ 630.00
CHECK TOTAL FOR CHECK NUMBER 190787										\$ 630.00
190788; 05/23/2025; Outstanding; null										
	969	RYAN BENJAMIN HOUCK	5/21/2025	05/21/2025	PARKS & RECREATION		465-55054-410-0000	SWIM TEAM BASICS		\$ 20.00
	969	RYAN BENJAMIN HOUCK	5/21/2025	05/21/2025	PARKS & RECREATION		465-55060-410-0000	SPECIALTY SWIM PROGRAMS		\$ 100.00
	969	RYAN BENJAMIN HOUCK	5/21/2025	05/21/2025	PARKS & RECREATION		465-55050-410-0000	SWIM TEAM STROKE CLINIC		\$ 252.30
CHECK TOTAL FOR CHECK NUMBER 190788										\$ 372.30
190789; 05/23/2025; Outstanding; null										
	982	SCRUGGS DISTRIBUTION LLC	3005655	05/15/2025	UTILITIES		590-57006-802-0000	WELLFIELD MAINTENANCE	WTP - Swing Check Valve	\$ 3,483.00
CHECK TOTAL FOR CHECK NUMBER 190789										\$ 3,483.00

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City of Liberty
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SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190790; 05/23/2025; Outstanding; null										
	985	HERITAGE PEST CONTROL LLC	I12391702	05/11/2025	PARKS & RECREATION		460-53003-400-000000	RECREATION SUPPLIES	Mosquito Spray for Poolside Palooza	\$ 300.00
CHECK TOTAL FOR CHECK NUMBER 190790										\$ 300.00
190791; 05/23/2025; Outstanding; null										
	985	HERITAGE PEST CONTROL LLC	I12391703	05/11/2025	TRANSIENT GUEST TAX		244-59006-119-000000	LIBERTY FEST	Mosquito Spray for Liberty Fest on 7/3/2025	\$ 1,500.00
CHECK TOTAL FOR CHECK NUMBER 190791										\$ 1,500.00
190792; 05/23/2025; Outstanding; null										
	986	TOWNSEND COMMUNICATIONS, INC	67803	05/20/2025	TRANSIENT GUEST TAX		244-53026-119-000000	MAKE MUSIC DAY-SUPPLIES	1/3 page advertisement Make Music Day	\$ 375.00
CHECK TOTAL FOR CHECK NUMBER 190792										\$ 375.00
190793; 05/23/2025; Outstanding; null										
	1216	CONSTRUCTION MATERIAL TRUCKING	05249568	04/29/2025	UTILITIES		591-55026-902-000000	FEES-LIME SLUDGE DISPOSAL	WWTP - Biosolids Removal	\$ 1,923.75
CHECK TOTAL FOR CHECK NUMBER 190793										\$ 1,923.75
190794; 05/23/2025; Outstanding; null										
	2272	DREXEL TECHNOLOGIES	INV161135	04/30/2025	TECH & LOGISTICS		100-57012-170-0000000	OFFICE EQUIPMENT MAINTENANCE	Mthly Plotter Maintenance (04/01/2025-04/30/2025)	\$ 126.00
CHECK TOTAL FOR CHECK NUMBER 190794										\$ 126.00
190795; 05/23/2025; Outstanding; null										
	2300	BOUND TREE MEDICAL LLC	85769149	05/13/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 220.97
CHECK TOTAL FOR CHECK NUMBER 190795										\$ 220.97

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190796; 05/23/2025; Outstanding; null										
	2767	K C WINWATER WORKS CO	344243-01	05/09/2025	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Misc Inventory - Westboro Job	\$ 166.00
	2767	K C WINWATER WORKS CO	344301-01	05/13/2025	UTILITIES		590-13001-000-0000 00	INVENTORY-MATERIALS/SUPPLIES	Inventory Part - #322	\$ 354.00
	2767	K C WINWATER WORKS CO	344182-01	05/08/2025	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Misc Inventory - Mississippi St Project	\$ 495.00
CHECK TOTAL FOR CHECK NUMBER 190796										\$ 1,015.00
190797; 05/23/2025; Outstanding; null										
	2825	UNIFIRST CORPORATION	3281285311	05/19/2025	PARKS & RECREATION		465-57018-420-0000 00	MISC EQUIPMENT MAINT	Facility mats 5.19.25	\$ 123.90
CHECK TOTAL FOR CHECK NUMBER 190797										\$ 123.90
190798; 05/23/2025; Outstanding; null										
	3524	LIBERTY PETTY CASH	05202025	05/20/2025	PARKS & RECREATION		461-59026-451-0000 00	MISCELLANEOUS EXPENSES	Brittany Johnston April 2025 mileage	\$ 98.70
	3524	LIBERTY PETTY CASH	05202025	05/20/2025	PARKS & RECREATION		100-53035-483-0000 00	PROGRAM SUPPLIES	Silver Center Cinco De Mayo DJ	\$ 100.00
	3524	LIBERTY PETTY CASH	05202025	05/20/2025	PARKS & RECREATION		100-53035-483-0000 00	PROGRAM SUPPLIES	Silver Center May Birthday	\$ 100.00
	3524	LIBERTY PETTY CASH	05202025	05/20/2025	PARKS & RECREATION		460-54000-400-000 000	TRAINING TRAVEL	Tom Garland April 2025 mileage	\$ 105.00
	3524	LIBERTY PETTY CASH	05202025	05/20/2025	PARKS & RECREATION		465-53038-420-0000 00	RSVP GRANT	Donna Ivanko Mileage to Jeff City for Show Me Service Awa	\$ 130.00
	3524	LIBERTY PETTY CASH	05202025	05/20/2025	PARKS & RECREATION		461-59026-451-0000 00	MISCELLANEOUS EXPENSES	Thomas Connor April 2025 mileage	\$ 146.30
CHECK TOTAL FOR CHECK NUMBER 190798										\$ 680.00
190799; 05/23/2025; Outstanding; null										
	3611	AFFORDABLE AUTO GLASS	50868	05/21/2025	UTILITIES		591-57009-901-0000 00	VEHICLE MAINTENANCE	Windshield Repair - #126	\$ 85.00
CHECK TOTAL FOR CHECK NUMBER 190799										\$ 85.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190800; 05/23/2025; Outstanding; null										
	3684	CONRAD FIRE EQUIPMENT INC	583769	05/12/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	605 Push in Valve	\$ 13.67
	3684	CONRAD FIRE EQUIPMENT INC	583821	05/13/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	T- Valve for Truck 1	\$ 126.68
	3684	CONRAD FIRE EQUIPMENT INC	583809	05/13/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	613 On Spot Solenoid	\$ 508.68
	3684	CONRAD FIRE EQUIPMENT INC	583832	05/13/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	613 a/c module relay	\$ 535.98
	3684	CONRAD FIRE EQUIPMENT INC	583810	05/13/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	Fix Hydro Leak Truck 1	\$ 577.97
	3684	CONRAD FIRE EQUIPMENT INC	583767	05/12/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	612 Belt Tensioner	\$ 686.46
	3684	CONRAD FIRE EQUIPMENT INC	583768	05/12/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	613 HVAC Selenoids	\$ 1,035.16
	3684	CONRAD FIRE EQUIPMENT INC	583807	05/13/2025	FIRE		100-57009-301-000000	VEHICLE MAINTENANCE	613 Seat belt and cushion	\$ 1,379.64
CHECK TOTAL FOR CHECK NUMBER 190800										\$ 4,864.24
190801; 05/23/2025; Outstanding; null										
	4424	CUMMINS SALES AND SERVICE	H9-250549024	05/12/2025	PUBLIC WORKS		100-57019-202-000000	BUILDING MAINTENANCE	Generator Repairs - WWTP	\$ 1,661.10
CHECK TOTAL FOR CHECK NUMBER 190801										\$ 1,661.10
190802; 05/23/2025; Outstanding; null										
	4445	CLAIRE GINETTE JACKSON	5/21/2025	05/21/2025	PARKS & RECREATION		465-55058-410-000000	PRIVATE SWIMMING LESSONS		\$ 152.00
CHECK TOTAL FOR CHECK NUMBER 190802										\$ 152.00
190803; 05/23/2025; Outstanding; null										
	4482	OZARK READY-MIX COMPANY INC	60528	05/13/2025	PARKS & RECREATION		460-57025-403-000000	TRAILS MAINTENANCE	Pickleball concrete	\$ 1,695.75
CHECK TOTAL FOR CHECK NUMBER 190803										\$ 1,695.75

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190804; 05/23/2025; Outstanding; null										
	4693	LIBERTY AGGREGATES LLC	30846	05/11/2025	PARKS & RECREATION		460-57025-403-0000 00	TRAILS MAINTENANCE	Gravel for pickleball	\$ 364.08
	4693	LIBERTY AGGREGATES LLC	30847	05/11/2025	UTILITIES		591-57004-901-0000 00	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 546.77
	4693	LIBERTY AGGREGATES LLC	30847	05/11/2025	UTILITIES		590-57004-801-0000 00	MAINS & LINES MAINTENANCE	Rock - Stockpile	\$ 546.77
CHECK TOTAL FOR CHECK NUMBER 190804										\$ 1,457.62
190805; 05/23/2025; Outstanding; null										
	4708	T & E COMPANY INC	202503288	05/19/2025	UTILITIES		590-57009-802-0000 00	VEHICLE MAINTENANCE	WTP - Tire Repair New Holland Power Star	\$ 160.00
CHECK TOTAL FOR CHECK NUMBER 190805										\$ 160.00
190806; 05/23/2025; Outstanding; null										
	4816	ASC PUMPING EQUIPMENT INC	INV009198	05/15/2025	PARKS & RECREATION		465-57019-420-0000 00	BUILDING MAINTENANCE	Main Indoor pool pump repairs - mechanical seal	\$ 1,290.00
CHECK TOTAL FOR CHECK NUMBER 190806										\$ 1,290.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190807; 05/23/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23489	04/22/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23500	04/23/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23501	04/23/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23502	04/23/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23522	04/28/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23503	05/01/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23580	05/09/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23624	05/13/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 45.00
	4817	VETERINARY CENTER OF LIBERTY	23499	04/25/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23491	04/26/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23530	04/28/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23525	05/05/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23492	05/07/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23539	05/07/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23586	05/07/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23587	05/07/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00

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City of Liberty
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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190807; 05/23/2025; Outstanding; null										
	4817	VETERINARY CENTER OF LIBERTY	23588	05/07/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23590	05/07/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23484	05/08/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23615	05/08/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23599	05/09/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23601	05/09/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23600	05/10/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23616	05/10/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	23621	05/10/2025	ANIMAL CONTROL		100-55015-165-00000	VETERINARY SERVICES	sterilization	\$ 65.00
	4817	VETERINARY CENTER OF LIBERTY	520892	05/05/2025	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	FVRCP Vaccines	\$ 239.83
	4817	VETERINARY CENTER OF LIBERTY	520892	05/05/2025	ANIMAL CONTROL		100-53001-165-00000	MEDICAL SUPPLIES	Heartworm Tests	\$ 267.73
CHECK TOTAL FOR CHECK NUMBER 190807										\$ 1,972.56
190808; 05/23/2025; Outstanding; null										
	5257	NATHAN JONES	5/21/2025	05/21/2025	PARKS & RECREATION		465-55056-410-00000	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5257	NATHAN JONES	5/21/2025	05/21/2025	PARKS & RECREATION		465-55058-410-00000	PRIVATE SWIMMING LESSONS		\$ 76.00
CHECK TOTAL FOR CHECK NUMBER 190808										\$ 102.00

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190809; 05/23/2025; Outstanding; null										
	5268	IDEKER INC	27023	05/12/2025	UTILITIES		592-70020-801-0000 00	CONSTRUCTION CONTRACT	Rock - Mississippi St Project	\$ 778.58
CHECK TOTAL FOR CHECK NUMBER 190809										\$ 778.58
190810; 05/23/2025; Outstanding; null										
	5300	K C ICE CREAM CO INC	THUR 5/15	05/15/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	\$ 513.36
CHECK TOTAL FOR CHECK NUMBER 190810										\$ 513.36
190811; 05/23/2025; Outstanding; null										
	5394	GALL'S INC	031326089	05/13/2025	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 58.96
	5394	GALL'S INC	031321808	05/13/2025	FIRE		100-59014-301-0000 00	CLOTHING EXPENSES	Fire uniforms	\$ 197.80
CHECK TOTAL FOR CHECK NUMBER 190811										\$ 256.76
190812; 05/23/2025; Outstanding; null										
	5460	VALVOLINE LLC	100564	05/19/2025	UTILITIES		590-57009-801-0000 00	VEHICLE MAINTENANCE	Serviced Vehicle #180	\$ 69.99
CHECK TOTAL FOR CHECK NUMBER 190812										\$ 69.99
190813; 05/23/2025; Outstanding; null										
	5616	AMERICAN RESPONSE VEHICLES INC	16830	05/20/2025	FIRE		100-57009-302-0000 00	VEHICLE MAINTENANCE	Fire #624 replace rearview mirror monitor	\$ 459.30
CHECK TOTAL FOR CHECK NUMBER 190813										\$ 459.30

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190814; 05/23/2025; Outstanding; null										
	5662	SUMNERONE INC	4286881	05/19/2025	UTILITIES		591-53000-901-0000 00	GENERAL SUPPLIES	Copier Contract	\$ 6.84
	5662	SUMNERONE INC	4286881	05/19/2025	UTILITIES		591-53000-902-0000 00	GENERAL SUPPLIES	Copier Contract	\$ 6.84
	5662	SUMNERONE INC	4286881	05/19/2025	UTILITIES		590-53000-801-0000 00	GENERAL SUPPLIES	Copier Contract	\$ 6.84
	5662	SUMNERONE INC	4284726	05/15/2025	UTILITIES		590-53000-802-0000 00	GENERAL SUPPLIES		\$ 78.00
CHECK TOTAL FOR CHECK NUMBER 190814										\$ 98.52
190815; 05/23/2025; Outstanding; null										
	5680	LAUREL SHOGER	5/21/2025	05/22/2025	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 25.00
	5680	LAUREL SHOGER	5/21/2025	05/22/2025	PARKS & RECREATION		465-55054-410-0000 00	SWIM TEAM BASICS		\$ 25.00
	5680	LAUREL SHOGER	5/21/2025	05/22/2025	PARKS & RECREATION		465-55056-410-0000 00	SEMI-PRIVATE SWIM LESSONS		\$ 26.00
	5680	LAUREL SHOGER	5/21/2025	05/22/2025	PARKS & RECREATION		465-55060-410-0000 00	SPECIALTY SWIM PROGRAMS		\$ 60.00
	5680	LAUREL SHOGER	5/21/2025	05/22/2025	PARKS & RECREATION		465-55058-410-0000 00	PRIVATE SWIMMING LESSONS		\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 190815										\$ 236.00
190816; 05/23/2025; Outstanding; null										
	5719	INNOVATIVE CONCESSIONS	3053000027	05/16/2025	PARKS & RECREATION		461-53005-451-0000 00	CONCESSION SUPPLIES	Concession food and supplies for Sports Complex	\$ 1,996.80
CHECK TOTAL FOR CHECK NUMBER 190816										\$ 1,996.80
190817; 05/23/2025; Outstanding; null										
	5761	MISSISSIPPI LIME CO INC	CD93429	05/14/2025	UTILITIES-PO		590-53009-802-0000 00	CHEMICALS	Hydrated Lime	\$ 10,027.28
CHECK TOTAL FOR CHECK NUMBER 190817										\$ 10,027.28

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190818; 05/23/2025; Outstanding; null										
	5824	UNION PACIFIC RAILROAD COMPANY	90145277	04/11/2025	PUB WRKS-PO		352-57035-201-000000	BRIDGE MAINT REPLC PROJ	Preliminary Engineering Services - review by Union Pacific Railroad	\$ 3,088.78
CHECK TOTAL FOR CHECK NUMBER 190818										\$ 3,088.78
190819; 05/23/2025; Outstanding; null										
	5904	DR BRADFORD V HOFFMAN	JUNE 2025	05/19/2025	FIRE-PO		100-55014-302-000000	MEDICAL FEES	Medical Director Fees January 2025 to December 2025	\$ 1,000.00
CHECK TOTAL FOR CHECK NUMBER 190819										\$ 1,000.00
190820; 05/23/2025; Outstanding; null										
	6014	ZOLL MEDICAL CORPORATION	4199737	05/09/2025	FIRE		100-53001-302-000000	MEDICAL SUPPLIES	Fire medical supplies	\$ 39.32
CHECK TOTAL FOR CHECK NUMBER 190820										\$ 39.32
190821; 05/23/2025; Outstanding; null										
	6018	HDR ENGINEERING INC	1200721597	05/16/2025	PUB WRKS-PO		351-70023-201-000000	PROJECT CONTINGENCIES	MASTER PLAN	\$ 8,058.19
	6018	HDR ENGINEERING INC	1200695930	02/07/2025	UTILITIES-PO		592-70017-802-000000	ENGINEERING DESIGN	WTR 24"MAIN AND VAULT	\$ 16,665.00
	6018	HDR ENGINEERING INC	1200722055	05/16/2025	UTILITIES-PO		592-70017-802-000000	ENGINEERING DESIGN	WTR 24"MAIN AND VAULT	\$ 20,007.50
CHECK TOTAL FOR CHECK NUMBER 190821										\$ 44,730.69
190822; 05/23/2025; Outstanding; null										
	6100	MOAZ CONSTRUCTION INC	154	05/05/2025	UTILITIES		590-57004-801-000000	MAINS & LINES MAINTENANCE	Concrete - Various Streets	\$ 3,740.05
CHECK TOTAL FOR CHECK NUMBER 190822										\$ 3,740.05
190823; 05/23/2025; Outstanding; null										
	6202	MADDEN MEDIA	2025-029069	04/30/2025	TRANSIENT GUEST TAX		244-55028-119-000000	ADVERTISING	Madden Media SEM Ads - April 2025	\$ 350.08
CHECK TOTAL FOR CHECK NUMBER 190823										\$ 350.08

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190824; 05/23/2025; Outstanding; null										
	6305	HELGET GAS PRODUCTS	0002970995	05/19/2025	FIRE		100-53009-302-000000	CHEMICALS	Fire oxygen	\$ 3.95
CHECK TOTAL FOR CHECK NUMBER 190824										\$ 3.95
190825; 05/23/2025; Outstanding; null										
	6469	BRINK'S INCORPORATED	12896673	05/01/2025	FINANCE		595-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 76.33
	6469	BRINK'S INCORPORATED	12896673	05/01/2025	FINANCE		465-55013-420-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 127.22
	6469	BRINK'S INCORPORATED	12896673	05/01/2025	FINANCE		461-55013-451-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 127.22
	6469	BRINK'S INCORPORATED	12896673	05/01/2025	FINANCE		590-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 152.66
	6469	BRINK'S INCORPORATED	12896673	05/01/2025	FINANCE		100-55013-130-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 169.63
	6469	BRINK'S INCORPORATED	12896673	05/01/2025	FINANCE		591-55013-131-000000	FINANCIAL SERVICES	Brinks Courier Service	\$ 195.07
CHECK TOTAL FOR CHECK NUMBER 190825										\$ 848.13
190826; 05/23/2025; Outstanding; null										
	6539	MARMIC FIRE & SAFETY CO INC	D297042	05/19/2025	PARKS & RECREATION		465-57019-420-000000	BUILDING MAINTENANCE	Annual Fire Alarm Inspection	\$ 1,115.00
CHECK TOTAL FOR CHECK NUMBER 190826										\$ 1,115.00
190827; 05/23/2025; Outstanding; null										
	6639	HAMPEL OIL INC	91969937	05/12/2025	UTILITIES		590-57018-802-000000	MISC EQUIPMENT MAINT	WTP - Oil	\$ 1,256.16
CHECK TOTAL FOR CHECK NUMBER 190827										\$ 1,256.16
190828; 05/23/2025; Outstanding; null										
	6763	MICHAEL S WIENANDS	5/21/2025	05/22/2025	PARKS & RECREATION		465-55060-410-000000	SPECIALTY SWIM PROGRAMS		\$ 25.00
CHECK TOTAL FOR CHECK NUMBER 190828										\$ 25.00

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

City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190829; 05/23/2025; Cleared; 05/23/2025										
Please deposit payment to Bradley Boones Commerce Bank acco	7562	BRADLEY JASON BOONE	083	05/19/2025	IT-CONTRACT		100-55041-170-00000	CONTRACT LABOR	Brad Boone - ISO	\$ 6,279.00
CHECK TOTAL FOR CHECK NUMBER 190829										\$ 6,279.00
190830; 05/23/2025; Outstanding; null										
	7675	ESRI INC	900015052	05/06/2025	TECH & LOGISTICS		100-57030-170-00000	SOFTWARE MAINTENANCE	ESRI ArcGIS BAO Annual Subscription	\$ 400.00
CHECK TOTAL FOR CHECK NUMBER 190830										\$ 400.00
190831; 05/23/2025; Outstanding; null										
	7688	C&B EQUIPMENT	18116-01	05/02/2025	UTILITIES-PO		590-57005-802-00000	WATER PLANT MAINTENANCE	WTP - Hlgh Service Pump Repair	\$ 21,127.00
CHECK TOTAL FOR CHECK NUMBER 190831										\$ 21,127.00
190832; 05/23/2025; Outstanding; null										
	7993	COMMERCIAL AQUATIC SERVICE	52569-1	05/21/2025	PARKS & RECREATION		465-57019-420-00000	BUILDING MAINTENANCE	Repairs to main indoor pool pump and pulling chemical lines	\$ 481.84
CHECK TOTAL FOR CHECK NUMBER 190832										\$ 481.84
190833; 05/23/2025; Outstanding; null										
	999999	LACREISHA MERRIWEATHER	101-0820-00-17	05/15/2025	UTILITY BILLING		590-20019-000-00000	WATER REFUNDS	WATER REFUND	\$ 92.59
CHECK TOTAL FOR CHECK NUMBER 190833										\$ 92.59
190834; 05/23/2025; Outstanding; null										
	999999	CHELSEA DYKES	101-1450-00-15	05/12/2025	UTILITY BILLING		590-20019-000-00000	WATER REFUNDS	WATER REFUND	\$ 80.28
CHECK TOTAL FOR CHECK NUMBER 190834										\$ 80.28

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City of Liberty
AP List Checks Invoices

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CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190835; 05/23/2025; Outstanding; null										
	999999	EMILY BERGER	101-2860-00-09	05/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 139.77
CHECK TOTAL FOR CHECK NUMBER 190835										\$ 139.77
190836; 05/23/2025; Outstanding; null										
	999999	NICOLE AKERS	101-2950-00-16	05/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	Water Refund	\$ 147.82
CHECK TOTAL FOR CHECK NUMBER 190836										\$ 147.82
190837; 05/23/2025; Outstanding; null										
	999999	DEANNA LAWSON	101-3110-00-10	05/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 49.78
CHECK TOTAL FOR CHECK NUMBER 190837										\$ 49.78
190838; 05/23/2025; Outstanding; null										
	999999	ELIZABETH & MATTHEW KNECHTEL	101-3860-00-07	05/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 140.44
CHECK TOTAL FOR CHECK NUMBER 190838										\$ 140.44
190839; 05/23/2025; Outstanding; null										
	999999	HEATHER WRIGHT	102-2880-00-03	05/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 186.91
CHECK TOTAL FOR CHECK NUMBER 190839										\$ 186.91
190840; 05/23/2025; Outstanding; null										
	999999	RODERICK WILLIAMS	102-2920-00-15	05/12/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 75.97
CHECK TOTAL FOR CHECK NUMBER 190840										\$ 75.97
190841; 05/23/2025; Outstanding; null										
	999999	LUIS QUINONES	103-0735-00-06	05/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 107.90
CHECK TOTAL FOR CHECK NUMBER 190841										\$ 107.90

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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										
190842; 05/23/2025; Outstanding; null										
	999999	LAMONTE MCINTYRE	103-0955-00-05	05/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 93.97
CHECK TOTAL FOR CHECK NUMBER 190842										\$ 93.97
190843; 05/23/2025; Outstanding; null										
	999999	SBD HOUSING	105-6550-00-04	05/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 46.86
CHECK TOTAL FOR CHECK NUMBER 190843										\$ 46.86
190844; 05/23/2025; Outstanding; null										
	999999	SANDRA BOYES	117-4583-00-02	05/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 118.94
CHECK TOTAL FOR CHECK NUMBER 190844										\$ 118.94
190845; 05/23/2025; Outstanding; null										
	999999	MCKENZIE ROBINSON	119-0940-00-02	05/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 37.17
CHECK TOTAL FOR CHECK NUMBER 190845										\$ 37.17
190846; 05/23/2025; Outstanding; null										
	999999	MALLORY TRAEGER	125-0310-00-15	05/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 96.56
CHECK TOTAL FOR CHECK NUMBER 190846										\$ 96.56
190847; 05/23/2025; Outstanding; null										
	999999	AARON HURLBERT	128-6185-00-05	05/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 67.26
CHECK TOTAL FOR CHECK NUMBER 190847										\$ 67.26
190848; 05/23/2025; Outstanding; null										
	999999	SUKWINDER BUTTAR	128-7175-00-13	05/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 131.72
CHECK TOTAL FOR CHECK NUMBER 190848										\$ 131.72

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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										
190849; 05/23/2025; Outstanding; null										
	999999	MEGAN RICE & ZACHARY NEER	139-5120-00-02	05/13/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 16.86
CHECK TOTAL FOR CHECK NUMBER 190849										\$ 16.86
190850; 05/23/2025; Outstanding; null										
	999999	MEGAN HILL	140-0160-00-12	05/14/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 125.25
CHECK TOTAL FOR CHECK NUMBER 190850										\$ 125.25
190851; 05/23/2025; Outstanding; null										
	999999	DANIEL THOMAS & ANGELA ZURFLUH	140-0825-00-15	05/14/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 70.08
CHECK TOTAL FOR CHECK NUMBER 190851										\$ 70.08
190852; 05/23/2025; Outstanding; null										
	999999	SHELBY CALDERWOOD	140-4220-00-07	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 7.91
CHECK TOTAL FOR CHECK NUMBER 190852										\$ 7.91
190853; 05/23/2025; Outstanding; null										
	999999	AMY PITTMAN & WALKER PITTMAN	204-3440-00-07	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 14.79
CHECK TOTAL FOR CHECK NUMBER 190853										\$ 14.79
190854; 05/23/2025; Outstanding; null										
	999999	DOTTIE BRADLEY	204-3770-00-03	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 354.23
CHECK TOTAL FOR CHECK NUMBER 190854										\$ 354.23
190855; 05/23/2025; Outstanding; null										
	999999	STEPHEN ELSTON	204-4950-00-10	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 89.26
CHECK TOTAL FOR CHECK NUMBER 190855										\$ 89.26

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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										
190856; 05/23/2025; Outstanding; null										
	999999	DANIEL JENNINGS	207-2040-00-06	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 93.49
CHECK TOTAL FOR CHECK NUMBER 190856										\$ 93.49
190857; 05/23/2025; Outstanding; null										
	999999	LORETTA ROBERTSON	207-2361-00-18	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 12.02
CHECK TOTAL FOR CHECK NUMBER 190857										\$ 12.02
190858; 05/23/2025; Outstanding; null										
	999999	VIRGINIA BAULER	208-1040-00-05	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 82.72
CHECK TOTAL FOR CHECK NUMBER 190858										\$ 82.72
190859; 05/23/2025; Outstanding; null										
	999999	EMAH TYLER	209-0660-00-20	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 151.53
CHECK TOTAL FOR CHECK NUMBER 190859										\$ 151.53
190860; 05/23/2025; Outstanding; null										
	999999	PEIRSON SEARS & MARIAH ENGLE	209-2700-00-12	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 65.24
CHECK TOTAL FOR CHECK NUMBER 190860										\$ 65.24
190861; 05/23/2025; Outstanding; null										
	999999	GREG STERVINO	209-2805-00-01	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 209.61
CHECK TOTAL FOR CHECK NUMBER 190861										\$ 209.61
190862; 05/23/2025; Outstanding; null										
	999999	GREG STERVINO CONST CO	209-2810-00-01	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 20.42
CHECK TOTAL FOR CHECK NUMBER 190862										\$ 20.42

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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										
190863; 05/23/2025; Outstanding; null										
	999999	AUBEN REALTY MO	212-0510-00-34	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 139.77
CHECK TOTAL FOR CHECK NUMBER 190863										\$ 139.77
190864; 05/23/2025; Outstanding; null										
	999999	AUBEN REALTY MO	212-0520-00-27	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 152.52
CHECK TOTAL FOR CHECK NUMBER 190864										\$ 152.52
190865; 05/23/2025; Outstanding; null										
	999999	BRANDON KIDD & KIMBERLY GOTT	220-1170-00-08	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 100.01
CHECK TOTAL FOR CHECK NUMBER 190865										\$ 100.01
190866; 05/23/2025; Outstanding; null										
	999999	HAYLEIGH MOORE & ANTHONY PINA	221-1831-00-06	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 38.13
CHECK TOTAL FOR CHECK NUMBER 190866										\$ 38.13
190867; 05/23/2025; Outstanding; null										
	999999	JUDY ZIMMERMAN	224-3170-00-04	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 143.87
CHECK TOTAL FOR CHECK NUMBER 190867										\$ 143.87
190868; 05/23/2025; Outstanding; null										
	999999	RYAN BURKE	226-1005-00-08	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 144.47
CHECK TOTAL FOR CHECK NUMBER 190868										\$ 144.47
190869; 05/23/2025; Outstanding; null										
	999999	JUSTIN BERRY	232-0270-00-03	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 154.53
CHECK TOTAL FOR CHECK NUMBER 190869										\$ 154.53

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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										
190870; 05/23/2025; Outstanding; null										
	999999	DONALD BARBER	233-4100-00-11	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 139.77
CHECK TOTAL FOR CHECK NUMBER 190870										\$ 139.77
190871; 05/23/2025; Outstanding; null										
	999999	WALKER FLIPS KC	233-7260-00-04	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 241.70
CHECK TOTAL FOR CHECK NUMBER 190871										\$ 241.70
190872; 05/23/2025; Outstanding; null										
	999999	JESSE HURD	238-3070-00-04	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 120.54
CHECK TOTAL FOR CHECK NUMBER 190872										\$ 120.54
190873; 05/23/2025; Outstanding; null										
	999999	Charles Flook	2380833	05/21/2025	PARKS & RECREATION		465-20010-000-0000	REFUNDS PAYABLE	Lifeguard Certification Refund	\$ 165.00
CHECK TOTAL FOR CHECK NUMBER 190873										\$ 165.00
190874; 05/23/2025; Outstanding; null										
	999999	ALL AMERICAN BUSINESS	239-0200-00-03	05/15/2025	UTILITY BILLING		590-20019-000-0000	WATER REFUNDS	WATER REFUND	\$ 21.44
CHECK TOTAL FOR CHECK NUMBER 190874										\$ 21.44
190875; 05/23/2025; Outstanding; null										
	999999	Margaret James	2427266	05/16/2025	PARKS & RECREATION		465-44051-000-0000	ADULT-RESIDENT DAILY PASS	Now has insurance coverage	\$ 112.50
CHECK TOTAL FOR CHECK NUMBER 190875										\$ 112.50
190876; 05/23/2025; Outstanding; null										
	999999	William Angel	2427448	05/16/2025	PARKS & RECREATION		465-44040-000-0000	ADULT - PIF	Duplicate membership with 20 punch pass & moved	\$ 149.75
CHECK TOTAL FOR CHECK NUMBER 190876										\$ 149.75

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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										
190877; 05/23/2025; Outstanding; null										
	999999	Jacob Crisafulli	2428092	05/16/2025	PARKS & RECREATION		461-44070-000-000000	ADULT SOFTBALL LEAGUES	Updated Fees	\$ 100.00
CHECK TOTAL FOR CHECK NUMBER 190877										\$ 100.00
190878; 05/23/2025; Outstanding; null										
	999999	Judy Ferguson	2428372	05/16/2025	PARKS & RECREATION		465-44043-000-000000	SENIOR - MONTHLY	Buyers Remorse	\$ 339.25
CHECK TOTAL FOR CHECK NUMBER 190878										\$ 339.25
190879; 05/23/2025; Outstanding; null										
	999999	Jesus Sanchez	2431361	05/16/2025	PARKS & RECREATION		465-44044-000-000000	FAMILY - PIF	Should been cancelled	\$ 79.25
CHECK TOTAL FOR CHECK NUMBER 190879										\$ 79.25
190880; 05/23/2025; Outstanding; null										
	999999	Bridget Levin	2431832	05/16/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Swim Team Refund	\$ 150.00
CHECK TOTAL FOR CHECK NUMBER 190880										\$ 150.00
190881; 05/23/2025; Outstanding; null										
	999999	Erin Hessenflow	2431853	05/16/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Shelter Refund	\$ 110.00
CHECK TOTAL FOR CHECK NUMBER 190881										\$ 110.00
190882; 05/23/2025; Outstanding; null										
	999999	Brady Hart	2433009	05/17/2025	PARKS & RECREATION		465-20010-000-000000	REFUNDS PAYABLE	Toni Hart Swim Team Refund	\$ 135.00
CHECK TOTAL FOR CHECK NUMBER 190882										\$ 135.00
190883; 05/23/2025; Outstanding; null										
	999999	Bahez Hassan	2435627	05/20/2025	PARKS & RECREATION		465-44044-000-000000	FAMILY - PIF	Cancelled same day started	\$ 84.50
CHECK TOTAL FOR CHECK NUMBER 190883										\$ 84.50

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City of Liberty
AP List Checks Invoices

SPECIAL INFORMATION	VENDOR NUMBER	VENDOR NAME	INVOICE NUMBER	INVOICE DATE	APPROVAL DEPARTMENT	INVOICE DESCRIPTION	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LINE ITEM DESCRIPTION	LINE ITEM VALUE
CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE										
190884; 05/23/2025; Outstanding; null										
	999999	Diane Lord	2435832	05/20/2025	PARKS & RECREATION		465-44063-000-000000	SWIMMING PROGRAMS	Unable to attend	\$ 63.00
CHECK TOTAL FOR CHECK NUMBER 190884										\$ 63.00
190885; 05/23/2025; Outstanding; null										
	999999	Anthony Plumbing, Heating, Coo	BLD-24-0813	05/20/2025	PLANNING & DVLP		590-20019-000-000000	WATER REFUNDS	Refund Permit Fee	\$ 62.00
CHECK TOTAL FOR CHECK NUMBER 190885										\$ 62.00
190886; 05/23/2025; Outstanding; null										
	999999	Ashley Witteck	WHITTECK LTD	05/20/2025	FINANCE		100-21014-000-000000	LONG TERM INS-SUN LIFE	Refund LTD Prem May Credit	\$ 7.29
CHECK TOTAL FOR CHECK NUMBER 190886										\$ 7.29
190887; 05/23/2025; Outstanding; null										
Chief Witteck approved reimbursement for \$500	983	STEVEN GIACONE	501005997	05/19/2025	FIRE	Chief Witteck approved reimbursement for \$500	100-54004-303-000000	TRAINING COSTS	Fire training reimbursement	\$ 500.00
CHECK TOTAL FOR CHECK NUMBER 190887										\$ 500.00
190888; 05/23/2025; Outstanding; null										
2025 Youth and Adult Officiating Services	9209	LIBERTY SPORTS OFFICIALS	SUMMER 4-2025	05/16/2025	PARKS & REC-PO		461-55041-451-000000	CONTRACT LABOR	2025 sports official services	\$ 1,605.00
CHECK TOTAL FOR CHECK NUMBER 190888										\$ 1,605.00
Grand Total:										\$ 250,465.58

Notes :

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

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



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-167

Department: Administration

Submitted By: Brandon Smith, Economic
& Business Development Manager

Subject: Ordinance to enable Liberty, Missouri to join Show Me Pace, pursuant to sections §67.2800 TO §67.2835, RSMO, the “Property Assessment Clean Energy Act,” and stating the terms under which the City will conduct activities as a member of such District (Second Reading)

Summary:

Property Assessed Clean Energy (PACE) financing is a finance program available to commercial property owners. The program provides financing for all upfront costs of energy-efficient upgrades and installation of renewable energy systems. It can cover both hard and soft costs for commercial, industrial, and non-profit-owned properties. It is recovered through a voluntary assessment on the property which is paid annually. Administered by the Missouri Energy Initiative (MEI), Show Me PACE has arranged for Missouri counties and municipalities to join the district at no cost, with no liability, and with no additional workload. MEI eliminates the administrative burden of running another program and allows communities to have easy access to PACE funding.

Background:

The state requires municipalities to pass an ordinance to enable PACE financing within their jurisdiction.

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Ordinance to Join Show Me PACE with Cooperative Agreement 7.23
2. Show Me PACE agreement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE TO ENABLE CITY OF LIBERTY, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS §67.2800 TO §67.2835, RSMO, THE "PROPERTY ASSESSMENT CLEAN ENERGY ACT," AND STATING THE TERMS UNDER WHICH THE CITY OF LIBERTY, MISSOURI WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and

WHEREAS, it is in the best interests of the health, safety, and welfare of City of Liberty, Missouri and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately-owned real property; and

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and

WHEREAS, Section §67.2810.1, RSMo authorizes one or more Municipalities (as defined in Section §67.2800.7, RSMo) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy ("PACE") Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and

WHEREAS, on June 15, 2015, a clean energy development board named Show Me PACE was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interests of the City of Liberty, Missouri and its residents to join and participate in Show Me PACE.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION/BOARD OF ALDERMEN/COUNTY COUNCIL OF CITY OF LIBERTY, MISSOURI, AS FOLLOWS:

SECTION 1: The [City/Village/County] hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title.* This Ordinance shall be known and may be cited as “[_____], Missouri Property Assessed Clean Energy Ordinance.”
2. *Definitions.* Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.
 - a. “Show Me PACE” or “District” means the Show Me PACE Clean Energy Development Board.
 - b. “PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.
 - c. “PACE Funding” means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency, water conservation or renewable energy improvement.
 - d. “Qualifying Property” means commercial property, property owned by not-for-profit entities, agricultural property, and property owned by civic entities located within the City of Liberty, Missouri that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City/County by:

1. providing property owners with an application to apply for PACE Funding;
2. developing standards for the approval of projects submitted by Qualifying Property owners;
3. reviewing applications and selecting qualified projects;
4. entering into Assessment Contracts with Qualifying Property owners;

5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;
 6. authorizing and disbursing PACE Funding to the Qualifying Property owners;
 7. receiving the PACE Assessment from the County Collector;
 8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and
 9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.
- C. Liability of [Cty/Village/County] Officials; Liability of [City/Village/County]. Notwithstanding any other provision of law to the contrary, officers and other officials of the City of Liberty, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the [City's/Village's/County's] participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. City of Liberty, Missouri has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the [City/Village/County].
- D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.
- E. [City/Village/County] as a Non-Party. City of Liberty, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

SECTION 2: City of Liberty, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The County enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

SECTION 3: City of Liberty, Missouri does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The [City/Village/County] hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as **Exhibit A** (the “Cooperative Agreement”). The [_____] of the [City/Village/County] is hereby authorized and directed to execute the Cooperative on behalf of the [City/Village/County].

SECTION 4: The election of the City of Liberty, Missouri to join the District shall in no way constitute an obligation of the City of Liberty, Missouri necessitating any corresponding appropriation.

SECTION 5: The City of Liberty, Missouri Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of City of Liberty, Missouri for inclusion in the jurisdictional and geographic boundaries of the District.

SECTION 6: The officials and agents of the City of Liberty, Missouri are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL THIS ____ DAY OF _____, 2025.

GREG CANUTESON, MAYOR

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2025.

GREG CANUTESON, MAYOR

Attest:

DEPUTY CITY CLERK

ORDINANCE NO. _____(CONT.)

EXHIBIT A

(See attached agreement)

SHOW ME PACE COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Cooperative Agreement") is made and entered into by Show Me PACE, a Missouri clean energy development board ("Show Me PACE") and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a "Municipality," and together, the "Municipalities").

RECITALS

WHEREAS, on (date), the (governing body) of [City/Village/County] adopted Ordinance No. (____), authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the "PACE Act"); and

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a clean energy development board; and

WHEREAS, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality's participation in Show Me PACE, each Municipality hereby agrees as follows:

1. Representations. Each Municipality has taken all legislative actions necessary to approve such Municipality's participation in Show Me PACE.

2. Approval of Bylaws. The current bylaws of Show Me PACE (the "Bylaws") have been provided to the Municipality and the Municipality approves such Bylaws.

3. Board of Directors. The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

4. Clean Energy Development Board Powers. Each Municipality agrees that Show Me PACE is authorized to exercise all clean energy development board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. Counterparts. This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. Withdrawal. No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries, and upon receipt of written notice, Show Me PACE shall no longer undertake any clean energy financing in the municipalities boundaries.

IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: _____, 20__

SHOW ME PACE

By: _____

Josh Campbell, J.D.,
Administrator

Date: _____, 20__

City/County of _____

Adopted Ordinance No. ____ joining

Show Me PACE on ____ __, 20__

By: _____

Name: _____

Title: _____



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-166

Department: Utilities

Submitted By: Micah Hollingsworth, Water
Plant Crew Leader

Subject: Ordinance approving an agreement for service with Sargent Drilling for wellfield services in an amount not to exceed \$75,848.00

Summary:

- Sargent Drilling will perform a comprehensive mechanical cleaning on two of our production wells.
- This is a necessary maintenance activity to maintain source water capacity from our wellfield.

Background:

Wells need to have cleaning done periodically to maintain performance and water quality. Cleaning removes debris and sediment that restricts water flow. Regular well cleaning helps prevent the growth of bacteria and reduces the occurrence of expensive repairs.

HDR engineering performed a wellfield study that was completed in February 2025. This report provided suggestions on ways that we could improve our well field cleaning methods to maximize their effectiveness in increasing the capacity of the wells. Previously, the method used for cleaning involved using a permanent pump and motor to surge the chemicals. This traditional method worked very well when we initially began annual cleaning, but has been providing smaller increases in capacity over time. The comprehensive cleaning that was quoted will include the pull and inspection of the well pump and motor, a brushing of the casing and well screen, and delivery of the cleaning chemicals through a pressurized injection head. Results from HDR's study concluded that a delivery method that injects the chemicals under pressure saw an average increase in specific capacity of 54 percent compared to an average increase of 30 percent when using the traditional method.

Source water flow capacity from the wellfield since starting annual cleaning efforts in 2013 has resulted in an increased specific capacity of 35% overall, but the wellfield is still down 30% from the original specific capacity. Improving our cleaning efforts will give us a more efficient and more reliable water source to continue meeting the needs of the city.

Quotes were obtained from Layne Christensen Company (\$44,560.00), Brotke Pump & Well Service (\$46,165.00) and Sargent Drilling (\$37,924.00) for the comprehensive mechanical cleaning and pump inspection. C & B Equipment Inc. was also asked to bid but did not provide a quote for mechanical cleaning. Each was required to quote the work based on the procedure and chemical quantity recommended by HDR Engineering.

Previous Action (if applicable):

Annual well cleaning services.

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 590-57006-802-000000	Amount: \$75,848.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. Wellfield Services Ordinance - Sargent
2. Signed-Contract-Sargent-Drilling-2025

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT WITH SARGENT DRILLING FOR
WELLFIELD SERVICES IN AN AMOUNT NOT TO EXCEED \$75,848.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an agreement by and between the City of Liberty, Clay County, Missouri and Sargent Drilling for wellfield services in an amount not to exceed SEVENTY-FIVE THOUSAND, EIGHT HUNDRED AND FORTY-EIGHT DOLLARS AND 00/100 (\$75,848.00) , a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2025.

MAYOR, GREG CANUTESON

ATTEST:

DEPUTY CITY CLERK

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

MAYOR, GREG CANUTESON

**AGREEMENT FOR SERVICE FOR
Purchase Wellfield Cleaning Services
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI
And
Sargent Drilling**

THIS AGREEMENT FOR SERVICE OF WELLFIELD CLEANING SERVICES (“AGREEMENT”) is made this _____ day of _____, 2025, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and Sargent Drilling as CONTRACTOR.

In consideration of the following covenants and agreements, the City and Contractor hereby mutually agree as follows

WITNESSETH

CITY and CONTRACTOR hereby agree that CONTRACTOR shall purchase any materials listed in the Scope, and perform work according to the Contractor Obligations of this Contract. Contractor shall provide proof of workers’ compensation coverage for any person doing the work, and shall provide proof the Contractor has a valid license that entitles Contractor to do business within the corporate limits of the CITY.

In consideration of the following covenants and AGREEMENTs, the CITY and the CONTRACTOR

1. Scope

1.1. Contractor Obligations

1.1.1. To Perform Mechanical Cleaning of Production Wells Numbers 9 and 11

1.1.2. Mechanical Cleaning is agreed upon to be completed using the following procedure:

1.1.2.1. Perform an initial one-hour step test on the well utilizing the permanent pump to establish the pre-treatment specific capacity as well as determine the hydraulic condition of the vertical turbine pump prior to removal.

1.1.2.2. Pull permanent pump from well. Perform a field inspection of pump to determine if full pump service is warranted.

1.1.2.3. Full pump service to include complete teardown, cleaning, inspection and measurement of wear components with a micrometer.

1.1.2.4. Brush casing and well screen followed by airlifting or bailing of fill from the bottom of the well.

1.1.2.5. Airlift well until visibly clear.

1.1.2.6. Install submersible test pump with a fabricated injection head.

1.1.2.7. Perform a one-hour step test to evaluate the initial brushing treatments.

1.1.2.8. Mix and deliver acid solution under pressure through injection head.

1.1.2.9. Acid solution shall consist of 1,000 gallons of water, 220 gallons of 20-degree Baume Muriatic Acid, and 10 gallons of biodispersant – mixed in that order.

1.1.2.10. Allow solution to react for 30 minutes then surge every 15 minutes for 6 hours while monitoring the pH of the solution. If solution has a pH of 3.0 or lower allow solution to set in well overnight. If solution pH is above a 3.0 add additional acid and dispersant to lower the pH.

1.1.2.11. The following day, surge solution for 2 hours, neutralize and pump to waste.

1.1.2.12. Perform a one-hour step test to evaluate the results of the acid treatment.

1.1.2.13. Mix and deliver chlorine solution under pressure through injection head.

1.1.2.14. Chlorine solution shall consist of a 3,000-gallon solution of 500 ppm sodium hypochlorite with a chlorine enhancer and biodispersant. – mixed in that order.

- 1.1.2.15. Allow solution to react for 60 minutes then surge every 15 minutes for 6 hours while monitoring the pH of the solution. If solution ppm chlorine level drops below 200, add sodium hypochlorite to raise to a minimum of 200 ppm.
- 1.1.2.16. The following day, surge solution for 2 hours, neutralize and pump to waste.
- 1.1.2.17. Perform a one-hour step test to evaluate the results of the chlorine treatment.
- 1.1.2.18. Pull test pump and injection equipment from the well and bail or airlift any fill from the bottom of the well.

2. INSURANCE

- 2.1. The CONTRACTOR shall provide a certificate of insurance indicating general liability insurance coverage in an amount of \$1,000,000 limit per occurrence, with a \$5,000,000 Umbrella Policy per occurrence, shall name the CITY as additional insured for general liability insurance coverage and shall maintain evidence of insurance as follows:
 - 2.1.1. Worker's Compensation meeting at least the minimum requirements of the laws of the State of Missouri, and Employer's Liability with a minimum single limit of \$1,000,000.
 - 2.1.2. Commercial General Liability minimum \$1,000,000 limit per occurrence, with a \$5,000,000 Umbrella Policy for bodily injury and property damage per occurrence.
 - 2.1.3. Automobile Liability Insurance minimum \$1,000,000 combined single limit for bodily injury and property damage per occurrence to include premises operations and subcontractors with a \$5,000,000 Umbrella Policy.
 - 2.1.4. Completed Operations and Contractual Liability are to be included under the Commercial General Liability coverage. The insurance policies, including excess liability/umbrella coverage, will have combined limits of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.
 - 2.1.5. Environmental Impairment insurance in the amount of \$1,000,000.

3. PAYMENT

- 3.1. The CONTRACTOR shall submit an invoice upon completion of SERVICES, using the rates and the amounts agreed in AGREEMENT. The CITY shall pay all invoices within 30 days after receipt of the invoice.

4. Price

- 4.1. The expected amount for all services within the scope shall total \$75,848.00.

5. The following address is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to CITY.

Sargent Drilling
505 Francis Street, Salina KS 67401
(785)-829-0963

In witness whereof, city and contractor accept the terms and condition of this contract through their respective signatures below, as officially approved by the Liberty City Council and attested to the Deputy City Clerk on the date and year noted below:

Approved this _____ day of _____, 2025.

CITY OF LIBERTY, MISSOURI

ATTEST:

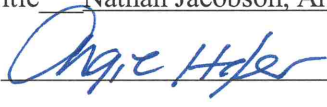
BY _____
MAYOR

DEPUTY CITY CLERK

CONTRACTOR
Sargent Drilling

BY  _____ (Seal)
AUTHORIZED OFFICIAL

Name/Title Nathan Jacobson, Area Manager

Attest  _____

Name/Title Angie Hafer, Office Manager

CHARLES SARGENT IRRIGATION, INC.

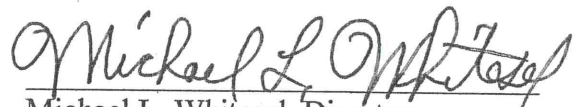
Special Meeting of the Board of Directors

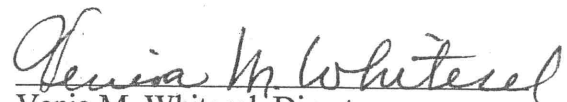
A Special Meeting of the Board of Directors of Charles Sargent Irrigation, Inc. was held on November 16, 2009. The undersigned, being all of the members of the Board of Directors of Charles Sargent Irrigation, Inc., a Nebraska corporation (the "Corporation"), hereby consent to the adoption of the following resolution and declare it to be in full force and effect as if adopted at a regular or annual meeting of the Board of Directors of the Corporation pursuant to the Business Corporation Act of the State of Nebraska:

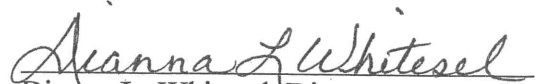
D-2009-1

BE IT RESOLVED, by the Board of Directors of the Corporation, that Nathan Jacobson, the Area Manager of the Corporation in Geneva, Nebraska, be and is hereby authorized to negotiate and execute contracts and other documents or instruments relating thereto on behalf of the Corporation.

Dated this 16th day of November, 2009.


Michael L. Whitesel, Director


Venia M. Whitesel, Director


Dianna L. Whitesel, Director



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-182

Department: Planning & Development

Submitted By: Jeanine Thill, Community Development Manager

Subject: Ordinance approving an artwork purchase and exhibition agreement for the acquisition of artwork, a bronze sculpture titled "Twist in Time", by James Haire in an amount not to exceed \$20,000.00 to be used for public exhibition

Summary:

Approval of a contract with James Haire to purchase a bronze sculpture titled "Twist in Time". The Liberty Arts Commission is recommending the purchase with funds budgeted for public art purchase for the City's permanent collection from the Transient Guest Tax.

Background:

The City of Liberty's Arts Commission (LAC) invited artists to submit artwork for the annual Rotating Sculpture Program. Per the Public Art Selection & Acquisition Policy, LAC appointed an Art Selection Panel to select the artwork. The Panel recommended the purchase of a bronze sculpture titled "Twist in Time" with funds budgeted for public art purchase for the permanent collection from the Transient Guest Tax. This will be the first sculpture purchased this year, making this the 17th sculpture in the city's permanent collection. The sculpture selection panel is recommending that it be permanently installed in City Park. The selection panel's recommendation to purchase was accepted by the LAC at their May 8, 2025, meeting. Final approval by the City Council is required.

Previous Action (if applicable):

"Twist in Time" a bronze sculpture of a boy on a swing, was recommended for purchase by the Liberty Arts Commission at their May 8, 2025 meeting.

Policy/Committee Review:

Citizen Sales Tax Oversight Committee	Completed/Recommended:
Public Safety Sales Tax Oversight Committee	Completed/Recommended:
Budget Committee	Completed/Recommended:
Other: Liberty Arts Commission	Completed/Recommended: May 8, 2025

Financial Considerations:

Budgeted:	Line Item: 244-60000-119-000000	Amount:\$20,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	

	Funding Source:	Amount:
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Attachments:

1. Ordinance Artwork Purchase titled Twist in Time
2. Signed Purchase Agreement Twist in Time

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN ARTWORK PURCHASE AND EXHIBITION
AGREEMENT FOR THE ACQUISITION OF ARTWORK, A BRONZE SCULPTURE
TITLED "TWIST IN TIME", BY JAMES HAIRE IN AN AMOUNT NOT TO EXCEED
\$20,000.00 TO BE USED FOR PUBLIC EXHIBITION

WHEREAS, the City has created the Revolving Sculpture Public Art Program (the "Program") for the submission and selection of public art to be displayed in certain designated areas in the City of Liberty; and,

WHEREAS, James Haire (the "Artist") has submitted the artwork titled "Twist in Time" shown on Exhibit A attached hereto (the "Artwork") to be considered in the Program; and

WHEREAS, as part of the Program, the Liberty Arts Commission's Art Selection Panel has selected, and desires to purchase, the artwork upon the terms and conditions set forth in the Agreement;

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 purchase and exhibition agreement by and between the City of Liberty, Clay County, Missouri and Albert Rhea for the purchase of the artwork "Champion" in an amount not to exceed TWENTY THOUSAND AND 00/100 (\$20,000.00), a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement 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 CANUTSON, MAYOR

ORDINANCE NO. _____ (CONT.)

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

ARTWORK PURCHASE AGREEMENT
AUTHORIZING THE ACQUISITION OF ARTWORK FROM
JAMES HAIRE TO BE USED FOR PUBLIC EXHIBITION

THIS ARTWORK PURCHASE is made effective as of June 9, 2025 (the "Effective Date"), by and between the City of Liberty, Missouri, a municipal corporation of the State of Missouri (the "City"), and James Haire ("Artist").

WHEREAS, City has created the Public Art Program (the "Program") for the submission and selection of public art to be displayed in certain designated areas in the City of Liberty;

WHEREAS, Artist has submitted the artwork shown in Exhibit A attached hereto and incorporated herein (the "Artwork") to be considered in the Program;

WHEREAS, as part of the Program, City has selected the and desires to purchase the artwork upon the terms and conditions set forth in this Agreement;

WHEREAS, as part of the Program, Artist desires to contract with City for the sale of the artwork upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, covenants, and payment contained in this Agreement, and for such other good and valuable consideration, the parties hereto agree as follows:

1. Sale. Artist agrees to sell the Artwork to City, and City agrees to accept the sale of Artwork, upon the terms and conditions set forth herein.

2. Compensation. In consideration for the purchase of the Artwork, City agrees to pay Artist Twenty Thousand and 00/100 Dollars (\$20,000.00) (the "Purchase Price"), which shall constitute full compensation for all services to be performed by Artist pursuant to this Agreement

3. Representations and Warranties.

(a) Warranties of Title. Artist represents and warrants that: (i) the Artwork is solely the result of artistic effort of Artist; (ii) Artist is the sole owner of the Artwork and all of the rights under copyright in the Artwork; (iii) Artist has full authority to sell the Artwork and grant the rights provided in this Agreement; (iv) the Artwork is unique and a one-of-a-kind original and does not infringe upon any copyright or other intellectual property, proprietary or property right of any person; (v) the Artwork contains no libelous, defamatory, or other unlawful material; (vi) the Artwork is free and clear of any liens from any source whatever; and (vii) Artist will deliver written authorizations for the use of any material owned by a third party and included in the Artwork, which authorizations are in form required or approved by City.

(b) Warranties of Quality and Condition. Artist represents and warrants that: (i) the fabrication and installation of the Artwork has been or will be performed in a professional and workmanlike manner; and (ii) the Artwork, as fabricated and installed, will be free of defects in material and workmanship.

City shall give written notice to Artist of any observed breach of any of the warranties in this Section 3 with reasonable promptness. At City's request, Artist shall, at Artist's sole cost and expense, cure reasonably and promptly the breach of any such warranty to the satisfaction of City.

Title; Ownership; Copyright. Upon sale of the Artwork, the City shall retain title to the Artwork and shall retain the ownership of copyrights in and to the Artwork and a worldwide, irrevocable, perpetual, royalty-free license to reproduce, distribute, perform, display and prepare the Artwork, reproductions thereof, and works derivative thereof (or portions of the foregoing) for any use and purpose whatsoever, including, by way of example, for use in printed or electronic form, in collateral materials and items such as, but not by way of limitation, brochures, magazines, rosters, video productions, catalogues, advertisements, on websites, and on all measure of items such as cups, glasses, and other promotional specialties. City and/or future owner shall not be required to pay any royalty to the Artist for separate reproductions that are donated or provided as gifts to other parties by City.

4. Personality Rights. Artist grants City the irrevocable right to use, publish, reproduce, create derivative works of, distribute, and publicly display Artist's name, photograph, likeness, and biography ("Artist's Name and Image"), in any form, media, or content, in connection with City's exercise of the rights granted in this Agreement. The grant to City contained in this Section 4 shall survive the termination of this Agreement. Artist releases City and waives any claims, demands, damages, losses, liabilities, and causes of action arising from conducting any of the above-authorized uses of the Artist's Name and Image by City, including, without limitation, any claims for copyright, moral rights, defamation, libel, invasion of privacy, publicity, personality, or exploitation of the Artist's Name and Image.

5. Risk of Loss; Insurance. The risk of loss or damage to the Artwork shall be borne by Artist until the City's acceptance of the Artwork, and Artist shall take such measures as are necessary to protect the Artwork from loss or damage during the installation. In the event the Artwork becomes damaged, destroyed or becomes a danger to the public, the City shall repair or remove the Artwork. Artist accepts all risk associated with the Artwork being on display and hereby releases all claims and subrogation against City for any loss, damage or theft of the Artwork, however caused. Further, Artist hereby waives any right of claims against City for any injury to persons or property that may occur in the creation, installation, exhibition and removal of the Artwork.

6. Indemnity. To the fullest extent permitted by law, Artist shall indemnify, defend and hold harmless City, and its respective agents, employees, officers, administrators, successors, and assigns from and against all claims, injuries, damages, losses, costs, expenses, and liability, including but not limited to attorneys' fees ("Claims"), whether arising before, during, or after completion of Artist's services pursuant to this Agreement, caused by, arising out of, or resulting from (i) Artist's performance of Artist's obligations hereunder of whatever nature or (ii) Artist's breach of any representation or warranty herein.

7. General Provisions.

(a) Relationship of the Parties. Nothing in this Agreement shall be construed to create a joint venture, partnership, association, or like relationship between the parties.

(b) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Artist and City, as well as their heirs, personal representatives, successors and permitted assigns.

(c) Assignment. The work and services of Artist are personal and shall not be assigned or otherwise transferred without prior written consent of City. Any attempt by Artist to assign this Agreement or any rights, duties, or obligations arising hereunder without first obtaining City's prior written consent shall be void and of no effect.

(d) Compliance with Laws. Artist shall comply with all applicable city, county, state, and federal statutes, ordinances, and regulations.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any other agreements, understandings, negotiations, and discussions, either oral or in writing, expressed or implied, between the parties hereto.

(f) Waiver of Breach. Failure by either of the parties to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time or times.

(g) Severability. Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(h) Modifications. This Agreement may not be amended, altered, modified, or otherwise changed except in writing executed by all parties hereto and expressly stating that it is an amendment to this Agreement.

(i) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof.

(j) Attorneys' Fees. If any legal proceedings are commenced by the parties that arise out of or relate to this Agreement, the substantially prevailing party in such legal proceedings will be entitled to recover attorneys' fees and costs from the other party.

(k) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict-of-law principles, and each party irrevocably submits to the exclusive venue and jurisdiction of the Circuit Court of Clay County, Missouri, or the United States District Court for the Western District of Missouri, for the purpose of any suit, action, or other proceeding arising under this Agreement. Nothing herein shall be construed to prevent removal of a matter to federal court where permitted by law.

(l) Notices. All notices to be given or served hereunder, whether pursuant to the terms or this Agreement or any provision of law, shall be in writing signed by the party giving such notice, and shall be sufficiently given or served if sent by certified mail, return receipt requested, and addressed to the notice address for each party as set forth on the signature page hereto. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

(m) Counterparts. This Agreement may be signed in counterparts and each counterpart with a hand-written signature, whether an original or an electronic data text (including telegram, telex, facsimile, electronic data interchange and electronic mail) is considered an original and all counterparts constitute one and the same instrument.

[Signature Page Follows]

[Signature Page to Artwork Acquisition Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"City"

City of Liberty, Missouri,
a municipal corporation of the State of Missouri

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

Attn: _____

Facsimile: _____

"Artist"

JAMES HAIRE

By: James Haire

Name: JAMES HAIRE

Title: ARTIST

Date: 5/12/2025

Address for Notice:

924 ROCKY MTN WAY
FT COLLINS, COLORADO
80526

Attn: _____

Facsimile: _____

Exhibit A
Artwork
"Twist in Time"





**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-185

Department: Human Resources & Risk Management

Submitted By: Amy Blake, Director HR & Risk Management

Subject: Ordinance approving a contract with Chubb Insurance to provide general, property and casualty liability insurance coverage for the City of Liberty

Summary:

For the 2024-2025 plan year, general liability, property and casualty premium costs were \$1,129,026.00. For the upcoming 2025-2026 plan year, our current carrier, Traveler's Insurance, provided an increased premium of \$1,236,541.00. In order to maintain fiscal responsibility, the city's broker, CBIZ, requested quotes from other carriers. Chubb Insurance provided a premium cost of \$1,081,640.00. This is a reduction of \$47,386.00 from our current premium and a reduction of \$154,901.00 from Traveler's proposed renewal rate.

Background:

It is the goal of the HR & Risk Management Department, who oversees these programs with the assistance of CBIZ, to stay abreast of national trends for these markets while continuing quality coverage and positive customer service experiences. Although Traveler's has provided excellent coverage and customer service, it is our belief that Chubb will provide the same level of services at a lower premium cost for the City. It is our fiduciary responsibility to our citizens to honor business partnerships with insurance carriers who understand the public sector. CBIZ's experience with Chubb for other organizations is positive and stable. The City's long-term business partnership with CBIZ has proven advantageous, and we will continue to trust their knowledge and experience.

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

	Funding Source:	Amount:
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Attachments:

1. Ordinance Approving Chubb Insurance
2. Chubb 25-26 Proposal - CITYLIB - Final
3. Chubb Insurance Contract (Signed)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH CHUBB INSURANCE TO PROVIDE
GENERAL, PROPERTY AND CASUALTY LIABILITY INSURANCE COVERAGE FOR
THE CITY OF LIBERTY

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby accepts and
approves Chubb Insurance to provide general, property and casualty liability insurance for
the City of Liberty for the plan year 2025-2026.

SECTION II

The City Council authorizes the Mayor to sign any related documents more fully
described in Section I of this ordinance.

SECTION III

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

PASSED by the City Council this _____ day of _____ 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this _____ day of _____ 2025.

GREG CANUTESON, MAYOR

BUSINESS INSURANCE PROPOSAL FOR:

City of Liberty, Missouri

101 E. Kansas Street
Liberty, MO 64068

CBIZ Your Team.



NYSE: CBZ

120+

offices

6,500+

team
members

82,000+

clients



84
Workplace
Awards

in 2022

Local. Trusted. Nationwide.

Top
15

Largest Accounting
Provider Nationally¹

Top
30

Largest Broker
of U.S. Business²

Top
4

Institutional
Consulting Team³

FINANCIAL &
ACCOUNTING

CLIENT

BENEFITS &
INSURANCE

Financial & Accounting

- Accounting & Tax
- Government Health Care Consulting
- Financial Advisory
- Valuation
- Litigation Support
- Risk & Advisory Services
- Tenant Advisory Services

Benefits & Insurance

- Benefits Consulting
- Payroll Services
- Human Capital Management
- Property & Casualty
- Retirement & Investment Solutions
- Talent & Compensation Solutions
- Individual Life Insurance



Commitment to Community

including

11 Million+
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¹Accounting Today – March 2023 ²Business Insurance magazine – July 2022 ³Barron's Top Institutional Consultants – 2022. Rankings and recognition by unaffiliated third parties may not be representative of a CBIZ Investment Advisory Services' client experience and should not be construed as a guarantee of a certain level of results. Neither CBIZ IAS nor its advisors pays a fee to the third party in exchange for the rating.

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CBIZ SERVICE TEAM

INDIVIDUAL / TITLE	FUNCTIONAL POSITION
Nate Byarlay, MBA, ARM, AINS Managing Director, Public Entity 816.945.5514 nbyarlay@cbiz.com	Your primary contact and the senior person responsible for coordinating and implementing the activities of the various specialists who will provide for your service needs. This includes the coordination of technical services, program services, claims management and claim reviews.
Anna Rivas, CISR Senior Account Manager 816.841.2273 anna.rivas@CBIZ.com	Responsible for day-to-day service activities, correspondence, account file maintenance, certificates, invoicing and financial accounting.
Amanda Miller Public Entity Claims Associate 816.945.5255 AGMiller@cbiz.com	Your account representative responsible for overall delivery of excellent service.
Jason Walker Loss Control Mobile: 903.449.6968 Jason.Walker@cbiz.com	Coordinates carrier and in-house loss control services.

This is a summary of your insurance coverages. It is designed for your convenience. It does not alter or extend coverage in any way. Please consult your insurance contract for specific policy terms, conditions, or exclusions.

MARKETING EFFORTS

Carrier	Line of Business	Indication
Travelers	Package	Quoted – details on premium summary
Chubb	Property/Inland Marine	Quoted – details on premium summary
Chubb	Inland Marine	Quoted - \$23,688
Travelers	Cyber	Quoted – \$40,800
Crum & Forster (INCUMBENT)	Cyber	Quoted – \$44,000
Cowbell	Cyber	Quoted - \$41,821
Travelers	Crime	Quoted - \$2,740

FIRST NAMED INSURED

Named Insured & FEIN	Property	General Liability	Auto	Workers Comp	Umbrella	Inland Marine	Crime	Cyber
City of Liberty, MO 44-6000213	X	X	X		X	X	X	X

PREMIUM SUMMARY

Coverage	2024/2025 Annualized Premium	2025/2026 Estimated Premium
Property	\$302,470.00	\$225,000.00
Inland Marine/Equipment	\$8,998.00	\$23,688.00
General Liability	\$254,248.00	\$258,257.00
Employee Benefits Liability	\$381.00	\$381.00
Law Enforcement Liability	\$114,014.00	\$109,772.00
Public Entity Management Liability	\$58,798.00	\$61,741.00
Employment Practices Liability	\$100,226.00	\$85,197.00
Commercial Auto	\$197,588.00	\$237,370.00
Umbrella	\$36,570.00	\$39,434.00
Crime	\$4,052.00	\$2,740.00
Cyber Liability	\$51,681.00	\$44,000.00
Total Premium	\$1,129,026.00	\$1,087,580.00

Contingencies/Subjectivities:

Cyber Liability - Crum & Forster

- Applications submitted to be resigned/dated, prior to binding.
- Option #2 Only - Completion of a C&F fraudulent payments workshop with the C&F Cyber Solutions Team

PROPERTY – CHUBB

Company: Federal Insurance Company
A.M. Best Rating: A++; XV
Policy Period: July 01, 2025 – July 01, 2026

Location: See SOV for full details

Coverage	2024/2025 Limits	2025/2026 Limits	Deductible
Total Insured Value	\$147,324,352	\$152,503,527	\$50,000 AOP \$100,000 Water Damage
Buildings	\$135,330,536	\$130,287,463	\$50,000 AOP \$100,000 Water Damage
Business Personal Property	\$10,993,816	\$9,520,231	\$50,000 AOP \$100,000 Water Damage
EDP	Included	\$1,507,807	\$50,000 AOP \$100,000 Water Damage
Other Property (Ballfields, playgrounds, lighting)	Included	\$10,188,027	\$50,000
Blanket Business Income/Extra Expense	\$1,000,000	\$1,000,000	72 Hours
Earthquake - Refer to policy for locations	\$1,000,000	\$5,000,000	\$100,000 Waiting Period 72 Hours
Flood – Refer to policy for locations	\$2,500,000	\$5,000,000/\$1,000,000	\$100,000/\$500,000 Waiting Period 72 Hours

Valuation:

Subject of Insurance	Valuation	Coinsurance
Building	Replacement Cost	N/A
Business Personal Property	Replacement Cost	N/A

Perils Insured:

- Direct physical loss subject to policy exclusions
- Equipment breakdown included

Policy Extensions:

- Loss Limit of Insurance \$100,000,000
- Wind/Hail Deductible
 - \$100,000 Per Premises Per Occurrence at all locations except;
 - \$250,000 Per Premises Per Occurrence at 1600 Withers Road

- Blanket Business Income - Loss of Utilities \$100,000
- Blanket Pollutant Clean-Up or Removal \$100,000
- Discharge of Water Peril Deductible \$100,000; Waiting Period 72 hours
- Leakage Fire Prot Peril Deductible \$100,000; Waiting Period 72 hours
- Ordinance or Law or Green Standards \$500,000
- Margin Clause: 110%
- Additional Coverages
 - Dependent Business Premise - Except for Specific Dependent Business Premises \$100,000
 - Hazardous Substances \$250,000
 - Ocean Cargo
 - Goods In Transit \$50,000
 - Personal Property in Transit \$100,000
 - Prohibition of Access
 - Per Occurrence Limit \$50,000
 - Annual Aggregate Limit \$100,000
- Spoilage \$250,000

Machinery Breakdown:

- Ammonia Contamination – Combined Property Damage and Business Income including Extra Expense \$250,000 Blanket
- Hazardous Substances \$250,000
- Deductibles
 - Property Damage \$50,000
 - Business Income 72 hours
 - Ammonia Contamination \$50,000

Customarq Property Highlights:

- Valuation
 - Replacement Cost
 - Cost of Replacement at any Location
 - Brands & Labels
 - Construction Fees
 - Ordinance or Law
 - Selling Price on Finished Stock and Sold Personal Property
 - Replacement Cost on Personal Property of Others, Business Personal Property You Lease and Personal Property of Employees
 - Replacement Cost on Research and Development Property if repaired, replaced or reproduced
 - Valuation on Tenants' I & B when not replaced – ACV
 - 24 Months to Decide to Repair or Replace
- \$250,000 Blanket Limit Of Insurance
 - Accounts Receivable
 - Electronic Data Processing Property
 - Fine Arts
 - Leasehold Interest - Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest
 - Leasehold Interest - Undamaged Tenant's Improvements & Betterments
 - Non-Owned Detached Trailers

PROPERTY (CONTINUED)

- Outdoor Trees, Shrubs, Plants or Lawns
- Pair and Set
- Personal Property of Employees
- Public Safety Service Charges
- Research and Development Property
- Valuable Papers
- Additional Property Coverages
 - Any other location for:
 - Accounts Receivable \$50,000
 - Building Components \$50,000
 - EDP Property \$50,000
 - Fine Arts \$50,000
 - Personal Property \$50,000
 - R&D Property \$50,000
 - Valuable Papers \$50,000
 - Debris Removal 25% of direct damage loss, plus:
 - Premises Shown in the Declarations \$100,000
 - Any Other Location \$25,000
 - In Transit \$25,000
 - Deferred Payments \$25,000
 - Exhibition, Fair or Trade Show:
 - EDP Property \$50,000
 - Fine Arts \$50,000
 - Personal Property \$50,000
 - Extra Expense \$100,000
 - Fungus Clean-Up or Removal \$25,000
 - Installation:
 - Any Job Site \$25,000
 - In Transit \$25,000
 - In Transit for:
 - Accounts Receivable \$25,000
 - Building Components \$25,000
 - EDP Property \$50,000
 - Fine Arts \$25,000
 - Personal Property \$25,000
 - Valuable Papers \$25,000
 - Loss of Master Key \$15,000
 - Loss Prevention Expenses \$15,000
 - Mobile Communication Property \$15,000
 - Minimum Deductible \$3,500
 - Money & Securities:
 - On Premises \$15,000
 - Off Premises \$15,000
 - Pollutant Cleanup or Removal \$25,000
 - Processing Water \$10,000
 - Preparation of Loss Fees \$10,000
 - Newly Acquired Premises Or Newly Acquired Or Constructed Property for 180 days
 - Building \$2,500,000
 - Personal Property \$1,000,000

PROPERTY (CONTINUED)

- Personal Property at Existing Premises \$100,000
- EDP Equipment \$1,000,000
- Electronic Data 50,000
- Communication Property \$50,000
- Fine Arts \$25,000
- Business Income
 - Any Other Location \$25,000
 - Contractual Penalties \$10,000
 - Loss of Utilities (excludes Overhead Trans. Lines) \$15,000
 - Exhibition, Fair or Trade Show \$10,000
 - Ingress & Egress \$25,000
 - Newly Acquired Premises – Business Income \$100,000 for 180 days
 - Pollutant Clean-Up or Removal \$10,000
 - Preparation of Loss Fees \$10,000
 - Worldwide Dependent Business Premises \$100,000

Forms and Endorsements:

Common

- 80-02-0463 01-24 CONDITIONS - ADDITIONAL BENEFITS
- 80-02-9001 06-98 HOW TO REPORT A LOSS
- 80-02-9090 06-05 COMMON POLICY CONDITIONS
- 80-02-9754 08-13 MO MAND-CANCEL, WHEN WE DO NOT REWEW&GUARANTY
- 80-02-9790 03-12 COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS
- 80-02-9800 12-08 INSURING AGREEMENT
- 80-10-9145 01-01 IMPORTANT NOTICE - MISSOURI
- 99-10-0732 01-15 NOTICE TO POLICYHOLDERS-TRIPRA
- 99-10-0792 09-04 IMPORTANT NOTICE - OFAC
- 99-10-0872 06-07 AOD POLICYHOLDER NOTICE
- 99-10-0997 11-20 IMPORTANT NOTICE TO POLICYHOLDER'S

Property

- 80-02-1323 03-19 SUBSIDIARY LIMITS OF INSURANCE
- 80-02-1361 03-19 ADDITIONAL PERIL COMB EQ/EQSL LMT/DED/WP
- 80-02-1428 03-19 ADD'L PERIL-FLOOD LIMIT/DED OR WP PER OCC
- 80-02-0005 01-18 PROPERTY DECLARATIONS
- 80-02-0045 03-20 MALICIOUS PROGRAMMING EXCLUSION ADDED
- 80-02-0177 02-22 FUNGUS CLEAN UP OR REMOVAL PREM COV AMENDED
- 80-02-0210 01-15 PROPERTY SUPPLEMENTARY DECLARATIONS
- 80-02-0215 07-03 PROPERTY SUPPLEMENTARY DEC.-BUSINESS INCOME
- 80-02-0459 11-23 MALICIOUS PROGRAMMING AND SYSTEM - DEF AMEND
- 80-02-1000 03-19 BUILDING AND PERSONAL PROPERTY
- 80-02-1004 03-19 BUSINESS INCOME WITH EXTRA EXPENSE
- 80-02-1018 03-19 EXTRA EXPENSE
- 80-02-1097 03-19 PROPERTY/BI CONDITIONS & DEFINITIONS
- 80-02-1324 10-06 WINDSTORM / HAIL DEDUCTIBLE OR WAITING PERIOD
- 80-02-1341 07-03 BI ORDINARY PAYROLL LIMITATION OR EXCLU
 - Ordinary Payroll Excluded
- 80-02-1357 03-19 WATER DEDUCTIBLE OR WAITING PERIOD
- 80-02-1435 06-05 MARGIN PERCENTAGE – 110%

PROPERTY (CONTINUED)

- 80-02-1634 07-03 LIMITS OF INS. - LOSS LIMIT OF INS.
- 80-02-1658 01-15 CAP ON CERT. TERRORISM LOSSES (ALL PREMISES)
- 80-02-1879 08-13 MO MAND APPRAISAL & LEGAL ACTION AGAINST US
- 80-02-2208 07-20 VIRUS, BACTERIA OR MICROORGANISM EXCL ADDED
- 80-02-2215 07-20 AMMONIA CONTAMINATION COVERAGE EXTENSION
- 80-02-5188 06-05 VACANCY CONDITION ADDED
- 80-02-5355 01-15 SPECIAL WAITING PERIOD PROVISION ADDED
- 80-02-5407 03-19 OCEAN CARGO COVERAGE ADDED
- 80-02-5593 03-06 MO MAND - FAILURE TO NOTIFY WITHIN 180 DAYS
- 80-02-5649 01-09 MO MANDATORY - FAILURE TO GIVE PROMPT NOTICE
- 80-02-5686 08-13 MISSOURI MANDATORY-INNOCENT CO-INSURED
- 80-02-5698 09-22 ERRORS IN SYSTEMS PROGRAMMING EXCL AMENDED
- 80-02-5702 10-22 AUTO INCREASE IN LIMITS PROVISION AMENDED
- 99-10-0996 04-18 IMPORTANT NOTICE-NY LOC INSPECTIONS
- 80-02-1342 06-24 HAZARDOUS SUBSTANCES - ABRUPT AND ACCIDENTAL BREAKDOWN

INLAND MARINE – CHUBB

Company: Federal Insurance Company
A.M. Best Rating: A++; XV
Policy Period: July 01, 2025 – July 01, 2026

Coverage	Limit
Contractors Equipment	
Any One Occurrence	\$3,178,423
On Any One Item	\$500,000
Employee Tools And Clothing Any One Occurrence	\$50,000
Any One Employee	\$5,000
Flood	\$500,000
Earth Movement	\$500,000
Deductible Per Occurrence	\$2,500
Flood / Earth Movement Deductible	\$25,000
Scheduled Miscellaneous Articles	
Streetlights & Signals	\$100,000 \$10,000 any one item
Police Equipment	\$465,400 \$19,500 any one item
Sculptures	\$867,418 \$141,625 any one item
Flashers & Beacons	\$270,787 \$33,990 any one item
Storm Sirens	\$155,558 \$18,128 any one item
Other Misc. Property	\$136,300 \$73,872 any one item
Flood	\$500,000
Earth Movement	\$500,000
Deductible - Per Occurrence	\$2,500
Flood / Earth Movement Deductible	\$25,000
Wind Or Hail Deductible	\$100,000

INLAND MARINE (CONTINUED)

Valuation:

Subject of Insurance	Valuation	Coinsurance
Contractors Equipment	Actual Cash Value	N/A
Scheduled Miscellaneous Articles	Actual Cash Value	N/A

Perils Insured:

- Direct physical loss subject to policy exclusions

Policy Extensions:

- Boom & Jib \$100,000 Sublimit, \$2,500 Deductible
- Watercraft \$2,550 Sublimit, \$2,500 Deductible
- Debris Removal \$150,000
- Pollutant Clean Up (annual aggregate) \$50,000
- Fire Department Service Charges \$25,000
- Inventory or Appraisals \$25,000
- Fire Protective Equipment \$25,000

GENERAL LIABILITY

Company: The Charter Oak Fire Insurance Co
 A.M. Best Rating: A++; XV
 Policy Period: July 01, 2025 – July 01, 2026
 Coverage Form: Occurrence

Limits of Liability:

Coverage	Limits
General Aggregate (Other than products/completed operations)	\$4,000,000
Products & Completed Operations Aggregate	\$4,000,000
Each Occurrence – Bodily Injury & Property Damage	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Damage to Premises Rented to You – Any One Premises	\$500,000
Medical Expenses – Any One Person	Excluded
Sewage Back-Up Limit	\$1,000,000
Failure to Supply Limit	\$1,000,000
Abuse or Molestation – Each Offense & Aggregate Limit	\$1,000,000/\$1,000,000
Bodily Injury/Property Damage Deductible (per occurrence)	\$5,000
Employee Benefit Liability – Each Claim & Aggregate	\$1,000,000/\$3,000,000 \$1,000 Deductible

Policy Extensions:

- Who is An Insured is extended to include employees and volunteers
- Blanket Additional Insured where required by written contract
- Broad Knowledge of Occurrence
- Unintentional Errors and Omissions
- Blanket Waiver of Subrogation if agreed prior to loss
- Preservation of Governmental Immunity included
- Employee Benefits Retroactive Date – 07/01/1984

Standard Exclusions (refer to policy for full listing):

- Pollution, Care, Custody and Control, Workers Compensation, Automobile, War, Nuclear, Criminal Acts, Asbestos, Mold, Fungus, Lead, Bacteria, Subsidence, EIFS, and Silica.

Claims Made Notice:

Except to such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein

LAW ENFORCEMENT LIABILITY

Company: The Charter Oak Fire Insurance Co
 A.M. Best Rating: A++; XV
 Policy Period: July 01, 2025 – July 01, 2026
 Coverage Form: Occurrence

Limits of Liability:

Coverage	Limits
Aggregate Limit	\$3,000,000
Each Wrongful Act Limit	\$3,000,000
Each Wrongful Act Deductible – Damages and Defense Expenses	\$25,000

Policy Conditions:

- Who is an Insured Includes:
 - Public Entity
 - Employees
 - Legal Representatives
 - Volunteer Workers
 - Elected and Appointed Officials
- Physical Damage to personal property of others in possession at time of arrest and in the care, custody, or control of the insured - \$25,000
- Defense outside the limits

Rating Basis:

2024 – 2025	2025 – 2026
Full Time Officers – 49 Part-Time Officers – 2 Administrative Employees – N/A Dispatchers – 10 Animal Control – 4 Total - 65	Full Time Officers – 40 Part-Time Officers – 1 Administrative Employees – N/A Dispatchers – 17 Animal Control – 5 Total - 63

PUBLIC ENTITY LIABILITY

Company: The Charter Oak Fire Insurance Co
A.M. Best Rating: A++; XV
Policy Period: July 01, 2025 – July 01, 2026
Coverage Form: Claims Made

Management Liability:

Coverage	Limits
Aggregate Limit	\$2,000,000
Each Wrongful Act Limit	\$2,000,000
Each Wrongful Act Deductible – Damages and Defense Expenses	\$5,000
Retroactive Date	07/01/1984

Employment Practices Liability:

Coverage	Limits
Aggregate Limit	\$2,000,000
Each Wrongful Employment Practice Offense Limit	\$2,000,000
Each Wrongful Employment Practice Offense Deductible - Damages and Defense Expenses	\$10,000
Retroactive Date	07/01/1984

Terms and Conditions:

- Defense
 - Outside the limits for Management Liability
 - Inside the limits for Employment Practices Liability
- Volunteers included as insureds
- Workplace Violence Expenses Limit: \$250,000
- Third Party Sexual Harassment Included

Claims Made Notice:

Except to such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein

COMMERCIAL AUTO

Company: The Travelers Indemnity Company of Connecticut
 A.M. Best Rating: A++; XV
 Policy Period: July 01, 2025 – July 01, 2026

Coverage	Symbol	Limits
Bodily Injury & Property Damage – Combined Single Limit	1	\$3,000,000
Medical Payments – Each Person	2	\$5,000
Uninsured Motorist – Limit Per Accident	2	\$500,000
Underinsured Motorist – Limit Per Accident	2	\$500,000
Physical Damage – Comprehensive	2,8	\$2,500 Actual Cash Value \$5,000 Agreed Value
Physical Damage – Collision	2,8	\$2,500 Actual Cash Value \$5,000 Agreed Value

Rating Basis:

- Number of autos, excluding trailers: 165
- Number of trailers: 25
- Composite Rate

Policy Extensions:

- Comprehensive/Collision Deductible - \$2,500 (all other vehicles)
- Comprehensive/Collision Deductible - \$5,000 (fire trucks)
- Hired Auto Physical Damage Loss of Use - \$1,000 Deductible
- Waiver Of Deductible – Glass
- Blanket Wavier of Subrogation
- Unintentional Errors and Omissions

COMMERCIAL AUTO (CONTINUED)

	Description Of Covered Auto Designation Symbols	
1	Any Auto	
2	Owned Autos Only	Only those autos you own (for Covered Autos Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (for Covered Autos Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject to No-fault	Only those autos you own are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject to a Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist's requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (for Covered Autos Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

Standard Exclusions:

- Expected or intended injury, contractual, workers' compensation, employers liability, fellow employee, care, custody and control, handling of property, movement of property by a mechanical device, completed operations, pollution, war, racing and nuclear.

CRIME

Company: Travelers Casualty and Surety Company Of America
A.M. Best Rating: A++; XV
Policy Period: July 01, 2025 – July 01, 2026
Coverage Form: Discovery

Coverage	Limits	Deductible
Employee Theft – Per Loss Coverage	\$500,000	\$5,000
Forgery Or Alteration	\$500,000	\$5,000
Inside The Premises – Theft of Money And Securities	\$500,000	\$5,000
Inside The Premises – Robbery Or Safe Burglary Of Other Property	\$500,000	\$5,000
Outside The Premises	\$500,000	\$5,000
Computer Fraud	\$500,000	\$5,000
Computer Program & EDP Restoration Expense	\$50,000	\$5,000
Funds Transfer Fraud	\$500,000	\$5,000
Personal Accounts Forgery or Alteration	\$125,000	\$1,250
Identity Fraud Expense Reimbursement	\$25,000	\$0
Claims Expense	\$5,000	\$0
Money Orders And Counterfeit Paper Currency	\$500,000	\$5,000

Policy Extensions:

- Faithful Performance of Duty coverage included

UMBRELLA LIABILITY

Company: Travelers Property Casualty Company Of America
A.M. Best Rating: A++; XV
Policy Period: July 01, 2025 – July 01, 2026
Coverage Form: Occurrence

Coverage	Limits
General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$3,000,000
Each Occurrence	\$3,000,000
Crisis Management Service Expenses Limit	\$50,000
Self-Insured Retention	\$10,000

Underlying Policies & Limits:	
General Liability	
Carrier	The Charter Oak Fire Insurance Company
Each Occurrence	\$2,000,000
General Aggregate Limit	\$4,000,000
Products & Completed Operations Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Automobile	
Carrier	The Travelers Indemnity Company of Connecticut
Combined Single Limit	\$3,000,000
Employee Benefit Liability	
Carrier	The Charter Oak Fire Insurance Company
Each Claim	\$1,000,000
Aggregate Limit	\$3,000,000
Law Enforcement Liability	
Carrier	The Charter Oak Fire Insurance Company
Each Claim	\$3,000,000
Aggregate Limit	\$3,000,000
Public Entity Management Liability	
Carrier	The Charter Oak Fire Insurance Company
Each Claim	\$2,000,000
Aggregate Limit	\$2,000,000

UMBRELLA LIABILITY (CONTINUED)

Public Entity Employment Practices Liability	
Carrier	The Charter Oak Fire Insurance Company
Each Claim	\$2,000,000
Aggregate Limit	\$2,000,000

Claims Made Notice:

Except to such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein.

CYBER LIABILITY - CRUM & FORSTER

Company: Crum & Forster Specialty Insurance Company
 A.M. Best Rating: A; XV
 Policy Period: July 01, 2025 – July 01, 2026
 Coverage Form: Claims Made

Coverage	2024/2025	2025/2026
General Aggregate	\$3,000,000	\$3,000,000
Breach Response Limit of Liability	\$3,000,000	\$3,000,000
eCrime Loss Sublimit of Liability	\$250,000	\$250,000
Dependent Business Sublimit of Liability	\$1,500,000	\$3,000,000
Ransomware/Malware Sublimit of Liability	\$3,000,000	\$3,000,000
Ransomware/Malware Coinsurance	0%	0%
Retention - each incident or event	\$35,000	\$25,000
Continuity Date	07/01/2022	07/01/2022

Policy Extensions:

- Systemic Event: Included
- Multimedia Liability: Included
- Cyber Extortion: Included
- Network Security & Privacy Liability: Included
- PCI Fines/Assessments: Included
- Loss of Income/Extra Expense: Included
- Retroactive Date: None (Full prior unknown acts)
- Waiting Period: 8 hours
- Choice of Law Endorsement – New Jersey
- eCrime Includes social engineering, fraudulent funds transfer, telephone system fraud and invoice manipulation.

Policy Definitions:

- **Breach Costs**
 - Means the following reasonable and necessary expenses incurred by the Insured Entity with respect to a Cyber Event and with the prior written consent of the Insurer.
 - Includes for an attorney to provide necessary legal advice to the Insured Entity to evaluate the legal obligations in connection with the actual or reasonably suspected cyber event
 - Computer security experts to determine existence, cause and scope of a cyber event as well as the costs to contain an ongoing cyber event, including cost to retain PCI Forensic Investigator if required by written agreement
 - Notification costs for individuals or entities whose protected information was potentially impacted by a cyber event

CYBER LIABILITY (CONTINUED)

- Includes credit monitoring or identity monitoring to individuals or entities
- Includes public relations and crisis management costs directly related to mitigating harm to the insured entity
- **Cyber Extortion Loss**
 - Means the value of monies (including money in the form of a digital currency), marketable goods or services paid or delivered under duress by or on behalf of the Insured Entity, with the Insurer's prior written consent, solely for the purpose of terminating a Cyber Extortion Threat and significantly reduce amounts that would otherwise be covered under the Policy.
- **eCrime Event**
 - The loss of money or securities of the Insured Entity or in the custody of the Insured Entity that results directly from a wrongful transfer, payment or delivery of such money or securities by an Insured as a sole result of fraudulent electronic or telephone instructions provided by a third party, that is intended to mislead the Insured through the misrepresentation of a material fact which is relied upon in good faith by such Insured.
 - Includes: business email compromise, social engineering, spear-phishing and email spoofing
 - The loss of money or securities from an account maintained by the Insured Entity at a financial institution resulting directly from fraudulent electronic or telephone instructions issued by an institution directing such institution to transfer, pay or deliver money or securities without the Insured Entity's knowledge.
 - The act of a third-party gaining access to and using the Insured Entity's telephone system in an unauthorized manner.
 - The loss of money owed to the Insured Entity by a customer or client that cannot be collected resulting directly from an actual and documented use of the Insured Entity's computer system by an unauthorized person or organization to release or distribute a fraudulent invoice or fraudulent payment instruction to such customer or client of the Insured Entity.

Key Exclusions (refer to policy for full listing):

- **Specific Entity Exclusion**
 - Policy shall not apply to the following entities: LocationOne and William Jewel College

Claims Made Notice:

Except to such extent as may otherwise be provided herein, the coverage of this policy is limited to liability for only those claims that are first made against the insureds during the policy period and reported in writing to the insurer pursuant to the terms herein.

PAYMENT PLANS & TERMS

Payment of Premiums:

If your policies are billed by CBIZ and not directly from the carrier, payment is due the later of the effective date or 30 days after the invoice date.

For certain policies, normal credit terms are not available, and payment must be received **before** the insurance carrier will issue your policy. Your Service Team will inform you of such exceptions.

CLAIMS-MADE POLICIES

OCCURRENCE VERSUS CLAIMS MADE COVERAGE.

Insurance written on an occurrence form provides coverage for events or wrongful acts solely occurring during the policy period. The claim from the wrongful act can be brought in the future after the policy expires and still have coverage response. For example, if you buy an auto policy that is valid for one year, then it will cover an accident that happens during that one year, even if a lawsuit isn't filed until after the policy has already expired. On the other hand, **coverage is triggered for a claims-made insurance policy only when a claim is first reported during the policy period**, even if the injury occurred prior to the inception date of the insurance policy. Conversely, if the injury occurs during the policy period and a claim isn't reported until after the policy has expired, then the policy will not provide coverage. Management liability and professional liability policies are typically on claims-made forms. The common exceptions are media liability and health care professional liability, which tend to be on occurrence forms.

WHAT IS A RETROACTIVE DATE?

Claims-made policies also often contain a retroactive date that specifies the earliest point in time for which the insurance will provide coverage. The coverage applies to actual or alleged wrongful acts from the retroactive date forward. Only injuries or wrongful acts occurring after the retroactive date will be covered by a claims-made policy.

WHAT IS A CONTINUITY DATE?

This is synonymously called the prior and pending litigation date. Like a retroactive date, this feature sets a date in time for prior or active litigation but not wrongful acts. This clause will state that any litigation of any type that was initiated prior to the continuity date will not be covered, even if the allegations were not part of a potentially covered claim. Many claims can evolve from one type to another. For example, a pollution event could harm the value of a corporation and evolve into a Directors & Officers Liability claim, or a Privacy Litigation claim could evolve into a Directors & Officers Liability claim. This date is typically set as the date the named insured first bought a type of insurance policy. When moving coverage from one insurer to another, it is critical to maintain your continuity date.

WHAT IS A CLAIM?

Often a claims-made policy will define the term claim quite broadly to include much more than just a lawsuit. Many policies define claims to include written demands for damages as well as proceedings such as arbitration, administrative (such as those brought by the SEC or EEOC), regulatory, mediation and civil proceedings. The language of each policy will govern what constitutes a claim. If you receive a demand or threat of any kind, however, and are unsure what to do, then contact your insurance agent or your insurance company promptly.

CLAIMS-MADE POLICIES (CONTINUED)

DOES THE INSURANCE HAVE A CLAIM REPORTING REQUIREMENT?

Claims-made policies require that claims must be reported to the insurance company before the insurer will respond to the claim. The insurer's participation in the claim process often cannot begin until the claim is reported. Claims should be reported promptly to preserve your rights under the policy. The insurer will often reserve their rights to cover any defense expenses incurred prior to their receipt of the claim. They will need to consent to any expenses if they wish to have those expenses insured. Different policies set different time periods for claims. For example, claims normally must be reported as soon as practicable within the policy period. Other policies offer a limited grace period after the policy expiration for up to 30 or 60 days. In some instances, this grace period is only provided if coverage is discontinued. If coverage is continuous – the policy was renewed with the same insurer or a new insurer – the claim will be made on the next policy assuming you have backdated both the retroactive date and the continuity date to match the preceding policy. You should consult the specific language of your policy to verify your reporting requirements. Your insurance broker should also be able to offer assistance.

Failure to report a claim within the period set by the policy can seriously prejudice your rights under the policy, including an outright coverage denial by the insurer.

DO YOU HAVE THE RIGHT TO REPORT A CIRCUMSTANCE THAT IS NOT YET A CLAIM?

Many policies now provide you with the ability to report a circumstance that could give rise to a claim prior to receiving an actual claim. This provision enables you to report potential claims or circumstances under the policy for protection in the event such circumstances eventually evolve into claims.

We recommend reporting known circumstances anytime you are considering changing insurers so you are less likely to have complications with a new insurer. It is also recommended to send notice of potential circumstances prior to your policy expiration so you can preserve the limits of your next policy for new and unknown claims.

WHAT IS A DUTY-TO-DEFEND POLICY?

A duty-to- defend policy allows the insured to tender the defense of a claim to the insurance company. The insurance company will select counsel and control the defense of the claim. Typically a duty-to- defend policy form obligates the insurance company to provide a defense if coverage applies to any of the allegations in the claim.

A NON-DUTY-TO-DEFEND

A policy that allows the insured to select its own counsel and defense costs may be advanced or reimbursed by the insurance company. If there are matters that the insurer deems uninsurable under the terms of the policy, they will have the ability to allocate their reimbursement based upon covered and uncovered loss on an ongoing basis.

CLAIMS-MADE POLICIES (CONTINUED)

WHAT IS A HAMMER CLAUSE?

The hammer clause is also called the consent to settle clause. Many insurers have a provision that says that if the plaintiff offers to settle for a certain amount, the maximum the insurer will pay is that offered amount plus expenses paid up to the date of the settlement offer. It is their way to encourage the named insured to make a business decision to resolve the claim and move on to another business. The insured can continue to fight the claim for whatever reason, but not with the insurer's money. Many carriers now offer softened consent to settlement provisions of 50/50, 75/25 or 80/20. Such softened clauses allow the carrier to contribute to settlements and/or defense costs at the specified percentage (e.g., 50/50 = 50% allocated to the carrier, 50% at the insured's expense). Some carriers will consider deleting the provision in its entirety.

SUMMARY

For a claims-made policy to cover an otherwise covered claim (per the definitions and exclusions in your policy), the following conditions will apply:

1. The injury, damage or alleged wrongful act must occur after the retroactive date.
2. The claim for that injury, damage or wrongful act must be made against the insured during the policy period; and
3. The claim must be reported to the insurer within the time specified.

It is advisable to report all claims and potential claims during the policy period to reduce coverage limitations based upon missing the claims reporting deadline. The most common reason for denial of coverage is late or improper reporting.

COMPENSATION DISCLOSURE

The purpose of this disclosure is to explain to you how we are compensated for our work.

Compensation Disclosure – Commission Only Basis

For the placement and service of your insurance program, CBIZ will receive commission-based compensation from selected insurance companies and/or wholesale intermediaries.

CBIZ Insurance Services is committed to acting in our client's best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies' third-party vendors, in connection with the insurance-related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.

NON-ADMITTED CARRIERS (SURPLUS LINES) NOTICE

Non-admitted carriers were developed for high-risk or unique exposures that conventional companies refuse to supply. A non-admitted carrier is not supported by state guarantee funds, meaning that if they fail, your premium and your insurance are lost. Non-admitted carriers are not subject to regulation by your state insurance department, therefore the financial rating for a non-admitted carrier is of importance. A surplus lines tax will be applied according to the state of domicile.

Coverage	Carrier
Cyber Liability	Crum & Forster Specialty Insurance Company

This proposed insurance coverage is being quoted to you under your state's Surplus Lines Insurance Act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by your state.

In case of insolvency of the insurer after you purchase the proposed insurance coverage, payment of claims is not guaranteed.

For an overview of each state's provisions, go to: [NCIGF—Guaranty Fund Laws and Law Summaries](#)

This policy is not included in coverage under your state's Insurance Guaranty Association.

A.M. BEST COMPANY RATING INFORMATION

Each year the A.M. Best Company reviews the financial status of thousands of insurers, culminating in the assignment of Best's ratings. These ratings reflect their current opinion of the relative financial strength and operating performance of an insurance company in comparison to the norms of the property/casualty insurance industry. Ratings are assigned after extensive analysis measuring the performance of each company in such vital areas as: competency of underwriting, control of expenses, adequacy of reserves, soundness of investments and capital sufficiency.

Rating Guide:

A++, A+ (Superior)	A & A- (Excellent)	B++, B+ (Good)
B, B- (Fair)	C++, C+ (Marginal)	C, C- (Weak)
D (Poor)	E (Under Regulatory Supervision)	F (In Liquidation)

Financial Size Category: (In \$000 of Reported Policyholders' Surplus Conditional Reserve Funds)

I	Less than \$1,000	VIII	\$100,000 to \$250,000
II	\$1,000 to \$2,000	IX	\$250,000 to \$500,000
III	\$2,000 to \$5,000	X	\$500,000 to \$750,000
IV	\$5,000 to \$10,000	XI	\$750,000 to \$1,000,000
V	\$10,000 to \$25,000	XII	\$1,000,000 to \$1,250,000
VI	\$25,000 to \$50,000	XIII	\$1,250,000 to \$1,500,000
VII	\$50,000 to \$100,000	XIV	\$1,500,000 to \$2,000,000
		XV	\$2,000,000 or greater

TERRORISM NOTICE

On January 12, 2015, the President signed into law the Terrorism Risk Insurance Program Reauthorization Act of 2015.

This Act amends the Terrorism Risk Insurance Act of 2002 (TRIA) to extend the Terrorism Insurance Program through December 31, 2020, with modifications.

Modifications include:

- a. A change in the federal share of payments beginning on January 1, 2016, for acts of terrorism, to be reduced annually to 80% of insured losses.
- b. Specifies the aggregate industry—insured losses resulting from certified acts of terror will, beginning calendar years 2015–2019, trigger the federal share of compensation under the Program as:
 - I. \$100 million for 2015
 - II. \$120 million for 2016
 - III. \$140 million for 2017
 - IV. \$160 million for 2018
 - V. \$180 million for 2019
 - VI. \$200 million for 2020 and thereafter.
- d. Revises requirements for mandatory recoupment from insurers and the formula used to determine the insurance marketplace aggregate retention amount.
- e. Redefines an act of terrorism as one that is certified as such by the Secretary of the Treasury in consultation with the Secretary of the Department of Homeland Security (previously, in concurrence with the Secretary of State).

We encourage you to visit the following sites for a detailed summary of the reauthorization act.
[Further Consolidated Appropriations Act, 2020](#)
[Terrorism Risk Insurance Act \(TRIA\)](#)

IMPORTANT ISSUES — PLEASE READ

The property and liability limits that we illustrate in this proposal are options only. We can provide additional alternative limit options if you request. The selection of limits is solely your decision.

Our relationship with you is based on trust and we do our best to make no representation that would mislead anyone about any aspect of the products or services we offer. We value your trust. Therefore, we will continue to do all that we can to fully represent you in the insurance marketplace.

LOSS CONTROL

Loss control is a daily responsibility of your management. Our visits are not a substitute for your loss control program. Recommendations are developed from conditions observed at the time of our visit. They do not include every loss potential, code violation or exception to good practice.

Our inspections, reports and recommendations are provided to assist in your efforts to establish and maintain a safe workplace and don't warrant workplace safety or compliance with applicable laws, regulations or standards. Our observations and suggestions are not a substitute for legal advice. You are encouraged to seek appropriate legal counsel when implementing a program or process to maintain a comprehensive workplace safety program.

FEMA FLOOD ZONE

If flood coverage is included in this proposal it is based on information regarding the FEMA Flood Zone determination for your property that is currently available to the proposed insurance carrier. Such determinations are subject to change at any time and CBIZ cannot be held responsible for any changes in the flood zone determination reflected herein after the date of this proposal.

Consider buying flood and earthquake coverage. Neither flood loss nor earthquake loss is covered under standard property policies. All of us have exposure to floods, sewer backup and earthquakes.

STATE ASSESSMENTS & SURCHARGES

Your policy may be subject to state assessments and surcharges that may alter your base premium. Although we routinely try to gather this information in the quotation process, it is not always available.

CLAIM REPORTING REQUIREMENTS

Changing market conditions have had an adverse effect on many carriers' claim reporting terms and conditions. Many policy forms now include verbiage that severely restricts or negates coverage should a carrier not be immediately notified of a claim or potential claim. Refer to your policies for a more complete explanation of your carrier's reporting requirements.

IMPORTANT ISSUES (CONTINUED)

CONFIDENTIALITY

We will treat the information you provide us during our professional relationship as confidential and will use it only in performing services for you. We may share this information with third parties as may be required to provide services. We may also disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. The records you provide us will remain your property and returned to you upon request. You will treat any information we provide to you, including data, recommendations, proposals or reports as confidential, and you will not disclose it to any third parties. You may disclose this information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. We retain the sole rights to all our propriety computer programs, systems, methods and procedures and all files developed by us.

PAYMENT of PREMIUMS

If your policies are billed by CBIZ and not directly from the insurance carrier, payment is due the later of the effective date or 30 days after the invoice date.

PREMIUM FINANCING

You may choose to use a premium finance company in connection with the insurance coverages we place for you or the services we provide to you. Premium finance options are not always available. Where permitted by law, we may receive a fee for the administrative services we provide those companies. These services include processing the premium finance applications and marketing and sales support they do not have.

VACANCY RESTRICTIONS

Most property insurance policies restrict coverage on buildings that have been vacant beyond a specified period (usually 30 or 60 days). For example, a standard commercial property policy does not cover losses arising from vandalism, sprinkler leakage (unless the system has been protected from freezing), building glass breakage, theft, or attempted theft if the building where the loss occurs has been vacant for more than 60 consecutive days before the loss. Recovery for other insured losses is reduced by 15% under the same circumstances. It is also important to be aware of the policy's definition of vacancy. Under a standard commercial property policy, if the insured is a building owner or general lessee, a building is considered vacant unless at least 31% of its total square footage is used by the building owner, a lessee or a sub-lessee to conduct their customary operations. If the insured is a tenant, the vacancy provision applies only to the space leased to the insured, and this space is considered vacant when it doesn't have content for the insured to continue normal business operations.

EXPOSURE CHANGES

In evaluating your exposure to loss, we are dependent upon the information provided by you. You choose the values elected. If any areas need to be evaluated prior to binding coverage or should any of your exposures change after the coverage is bound (e.g., beginning of new operations, hiring employees in new states, buying additional property, autos, equipment), please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

IMPORTANT ISSUES (CONTINUED)

To ensure that your important changes are effectively communicated, the binding or altering of coverage must be confirmed in writing by agency personnel.

The changes in exposure that have an impact on your insurance program include, but are not limited to:

1. Changes to any operation (e.g., expansion to another state, new products).
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances that may require an increase in liability insurance limits.
5. Any changes to fire or theft protection (e.g., installation or disconnection of sprinkler system, burglar alarms). This includes alterations to the same.
6. Any changes to scheduled equipment (e.g., contractors' equipment, computer equipment).
7. Property of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises (e.g., vacancy, whether temporary or permanent, alterations, demolition). Also, any new premises purchased, constructed or occupied.
9. Any new exposures or plans for foreign travel or operations.

Please notify us throughout the year of changes to your business that may affect your risk exposure.

Failure to do so may result in uncovered losses.

ORDER TO BIND

Please bind the coverage

☐ As outlined in the quotes recommended by CBIZ Insurance Services, Inc.

or

☐ As follows:

(Insert complete instructions for binding including carrier, limits, options)

City of Liberty, Missouri

Signature:

Name:

Title:

Date:

ORDER TO BIND

To Whom it May Concern,

For the policy term beginning July 1, 2025, through July 1, 2026, the City of Liberty (the “City”) is electing to make a change in insurance carriers for its Property and Inland Marine coverages.

It is the recommendation of the City’s insurance broker, CBIZ Insurance Services, Inc. (“CBIZ”), that Property coverage be bound with Chubb (Federal Insurance Company) at an annual premium of \$225,000. This policy will provide coverage for the City’s buildings, business personal property, other property, electronic data processing equipment and business income/extra expense.

In addition, CBIZ recommends that Inland Marine coverage be bound with Chubb (Federal Insurance Company) at an annual premium of \$23,688. This policy will cover the City’s contractor’s equipment and scheduled miscellaneous property.

This change is being recommended in the best interest of the City based on market conditions, coverage considerations and pricing.

City of Liberty, Missouri

Signature

Title:

Date:

CBIZ Insurance Services, Inc.

Signature

Title: Managing Director

Date: 5/23/2025

Chubb

Signature

Title: Monoline Property Team Lead

Date: 5/23/2025



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-188

Department: Utilities

Submitted By: Jason Thomas, Assistant
Director Utilities Operations & Construction

Subject: Ordinance approving a contract for professional engineering services with Great River Engineering for the sewer aerial stream crossing repair improvements in an amount not to exceed \$16,000.00

Summary:

Great River Engineering has experience with civil and structural projects involving waterway infrastructure and has successfully completed similar projects for the City and other municipalities. Under the proposed agreement, the scope of services includes:

- Site assessment and data collection
- Structural evaluation and load analysis
- Development of repair alternatives
- Missouri Department of Natural Resources Stream Permitting
- Final design and construction drawings

Background:

The Utilities Department has identified structural concerns with a pier that supports the sewer aerial crossing over Cates Branch Creek, located near Jefferson Park Apartments. The structure is essential for maintaining sewer infrastructure integrity and uninterrupted wastewater conveyance. Preliminary assessment indicates creek bank erosion around the pier may compromise the stability of the crossing if not addressed. Due to the nature of the structure and environmental factors associated with the creek, specialized engineering expertise is required to develop a safe and effective repair solution.

Staff Recommends City Council authorize the Utilities Department to execute a contract for professional engineering services with Great River Engineering in an amount not to exceed \$16,000.00.

Previous Action (if applicable):

None

Policy/Committee Review:

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

Financial Considerations:

Budgeted:	Line Item: 593-70017-901-000000	Amount: \$16,000.00
	Line Item:	Amount:
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. GRE Ordinance Aerial Crossing
2. GRE Agreement Sewer Aerial Stream Crossing Repair Improvements
3. 5079.02 Hourly Breakdown

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR PROFESSIONAL ENGINEERING
SERVICES WITH GREAT RIVER ENGINEERING FOR THE SEWER AERIAL
STREAM CROSSING REPAIR IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED
\$16,000.00

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 an agreement for professional engineering services by and between the City of Liberty, Clay County, Missouri and Great River Engineering, 908 Broadway Blvd., Ste. 100, Kansas City, MO 64105 in an amount not to exceed SIXTEEN THOUSAND DOLLARS and 00/100 (\$16,000.00) a copy of said agreement being incorporated by reference herein and available for review as required by law.

SECTION II

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

SECTION III

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

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
LIBERTY, MISSOURI

THIS IS AN AGREEMENT made as of _____, 20____

between Mayor, City Council, and the Citizens of the City of Liberty, Missouri, a municipal corporation (OWNER) and Great River Engineering (ENGINEER) for the Sewer Aerial Stream Crossing Repair Improvements, Project Number _____

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Scope of Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written.

Notwithstanding the foregoing, this Agreement shall not become effective, nor shall ENGINEER proceed with the performance of any services hereunder until the City Council of Owner has duly approved this Agreement by Ordinance adopted as provided by law.

ENGINEER represents and warrants that ENGINEER is registered as a professional engineer and authorized to otherwise do business in accordance with the laws of the State of Missouri.

SECTION 1 GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as herein-after provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as OWNER approves in advance in writing to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties,

express or implied under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Coordination with Other Documents.

Not used.

1.3. Definitions.

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1. Additional Services. Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2. Agreement. Agreement means this Contract for Professional Engineering Services between OWNER and ENGINEER including those exhibits listed in Section 9 of this Agreement.

1.3.3. Basic Services. Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4. Construction Cost. Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement.
Construction Cost is one of the items comprising Total Project Costs.

1.3.5. Contractor. Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6. ENGINEER's Consultant. ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional associate or consultant engaged directly on the Project.

1.3.7. Defective. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable review or reference standard

1.3.8. Total Project Costs. Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges for all other professional and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties and for other services to be provided by others to the OWNER.

SECTION 2 BASIC SERVICES OF ENGINEER

Upon execution of this Agreement by OWNER, the ENGINEER shall perform for OWNER professional engineering services in all phases of the Project as provided in Exhibit A. Those services set forth in Exhibit A will comprise the "Scope of Services".

Except as otherwise provided herein, the Engineer shall not furnish any services with respect to the removal, encapsulation or containment of any hazardous waste or asbestos. Should any such material be encountered during the course of design or construction, work on that part of the project shall be suspended pending arrangements by the Owner for such removal, encapsulation, or containment.

SECTION 3 ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types described in the appropriate section of Exhibit A. These services are not included as part of Basic Services, except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

SECTION 4 OWNER'S RESPONSIBILITIES

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all available design and construction standards which OWNER will require to

be included in the Drawings and Specifications.

4.3 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

4.3.1 ENGINEER may not rely upon or make any claim against OWNER with respect to the following:

4.3.1.1 The completeness of such reports and drawings for ENGINEER'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures to be employed by ENGINEER and safety programs incident thereto, or

4.3.1.2 Data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.3.1.3 Any ENGINEER interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.4. Arrange for access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under this Agreement.

4.5. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.6. Provide, as may be required for the Project:

4.6.1 accounting, bond and financial advisory, and insurance counseling services;

4.6.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.6.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.7. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

4.7.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work.

ENGINEER does not undertake in this Agreement to perform the services referred to in 4.7.1. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.8. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

4.9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.10. Give prompt notice in writing or by electronic means that are permanently preserved to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services.

4.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

4.12. Provide Engineer with a fully executed City Ordinance awarding the Contract to the Engineer.

SECTION 5 TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.1.1 ENGINEER and OWNER shall make every effort possible to comply with the following schedule of Project milestones:

Notice-to-Proceed
Permit Applications Submitted to Agencies
Plans and Specifications to OWNER

May 1, 2025
July 1, 2025
August 1, 2025

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.3.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.3.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.4. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

SECTION 6 PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. For Basic Services. OWNER shall pay ENGINEER \$16,000 for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit B.

6.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit B.

6.2 Other Provisions Concerning Payments.

6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. Unpaid Invoices. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested together with such sums as may be necessary to correct defective work and pay liquidated damages (if applicable) may be withheld from payment, and the undisputed portion will be paid.

6.2.3. Payments Upon Termination.

6.2.3.1. Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services.

6.2.3.2. Termination by OWNER for Convenience. In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such

services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and for termination expenses under sub-paragraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination. Notwithstanding any other provision of this agreement, under no circumstances shall ENGINEER be paid on the basis of anticipated profits in the event of termination for any reason, including but not limited to termination for default which was later determined to be unjustified.

6.2.3.3. Termination By ENGINEER for Cause. In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7 OPINIONS OF COST

7.1. Opinions of Probable Construction Cost. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

7.2. Opinions of Total Project Costs. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 GENERAL CONSIDERATIONS

8.1. Termination. The obligation to provide further services under this Agreement may be terminated:

8.1.1. For cause,

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3 In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. For convenience, by OWNER effective upon the receipt of notice by ENGINEER.

8.2. Reuse of Documents. All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER'S consultants) pursuant to this Agreement are and shall remain the property of the OWNER, whether the project for which they are prepared are executed or not. The ENGINEER shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the project. The Drawings and Specifications may be used by the OWNER only for completion of this project, or if the ENGINEER is adjudged to be in default under this Agreement, for completion of this project by others without further compensation of the ENGINEER.

8.3. Insurance.

8.3.1. ENGINEER shall procure and maintain professional liability insurance to protect the ENGINEER against the negligent acts, errors or omissions of the ENGINEER and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement. The ENGINEER's insurance coverage shall not be for less than \$2,000,000, each claim and in the annual aggregate.

8.3.2. ENGINEER shall also procure and maintain the following insurance.

8.3.2.1 General Liability Insurance, with a combined single limit of \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

8.3.2.2. Automobile Liability Insurance, with a combined single limit of \$2,000,000 for each person and \$2,000,000 for each accident.

8.3.2.3. Worker's Compensation Insurance in accordance with statutory requirements

and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.

8.4. Controlling Law. This Agreement is to be governed by the law of the State of Missouri.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. Allocation of Risks--Indemnification.

8.6.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

8.7. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered mail, return receipt requested or by a nationally recognized overnight courier service, provided, however, that in the case of OWNER, a copy of such notice must also be mailed by first class mail to GEORGE E. KAPKE, KAPKE & WILLERTH, L.L.C, 3304 NE Ralph Powell Road, Lee's Summit, Missouri 64064. All notices shall be effective on the date of receipt, if given personally, and on the third day following placing of such notice in the U.S. Mail or the delivery of such notice to a nationally recognized overnight courier service.

8.8. Survival. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.9. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.10. Attorney's Fees. Should any litigation be commenced between the parties hereto concerning the subject of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

SECTION 9 EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Scope of Services", consisting of 1 page.

9.1.2. Exhibit B, "Payments to Engineer for Services", consisting of 1 page.

9.2. This Agreement and the Exhibits identified above constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

OWNER

ENGINEER

City of Liberty

Great River Engineering

By: _____
Greg Canuteson, Mayor

By: Spencer Jones
Spencer Jones (May 2, 2025 11:16 CDT)
Spencer Jones, Principal

[Corporate Seal]

Attest: _____
Deputy City Clerk

Attest: Melvinham

Address for giving notices
City Engineer
101 E. Kansas
Liberty, Missouri, 64068

Address for giving notices
908 Broadway Blvd, Ste 100

Kansas City, MO 64105

EXHIBIT A SCOPE OF SERVICES

Section 2 of the Agreement is amended and supplemented to include the following agreement of the parties. Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

1. Review existing data including plans, FEMA HEC-RAS model, and LiDAR terrain data.
2. Perform limited topographic survey of the eroded streambank to capture current conditions and supplement LiDAR data.
3. Perform hydrology & hydraulic study to verify no-rise impact utilizing existing FEMA model.
4. Prepare construction plans and specifications for the City to self-perform the repair work. Repairs assumed to include placement of fill and rock blanket along creek bank and around the exposed pier.
5. Submit Pre-construction Notification Form to the U.S. Army Corps of Engineers.
6. Submit Floodplain Development Permit and No-Rise Certificate to the City Floodplain Administrator.
7. Provide final as-built plans.

PART 2 – ADDITIONAL SERVICES

Any services requested by Client that are not specifically included in Part 1 – BASIC SERVICES shall be considered Additional Services and billed on an hourly basis.

EXHIBIT B

PAYMENTS TO ENGINEER FOR SERVICES

Section 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.1 Compensation For Basic Services – Standard Hourly Rates Method of Payment

Client shall pay Consultant for Basic Services set forth in Exhibit A on an hourly not to exceed basis as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.
2. The total compensation for services is **hourly rate charges not to exceed \$16,000**.
3. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Client.

B.2 Standard Hourly Rate Schedule

Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates will be adjusted annually (as of January 1 of each year) to reflect equitable changes in the compensation payable to Consultant. The Consultant's current Standard Hourly Rates are:

Engineer 0	\$70.00	Land Surveyor 9	\$195.00
Engineer 1	\$95.00	Land Surveyor 10	\$210.00
Engineer 2	\$105.00	Land Surveyor 11	\$225.00
Engineer 3	\$130.00	Drone Pilot 1	\$175.00
Engineer 4	\$145.00	Drone Pilot 2	\$190.00
Engineer 5	\$155.00	Drone Pilot 3	\$210.00
Engineer 6	\$165.00	Driller 1	\$125.00
Engineer 7	\$175.00	Driller 2	\$150.00
Engineer 8	\$190.00	Driller 3	\$175.00
Engineer 9	\$210.00	GIS Specialist	\$90.00
Engineer 10	\$230.00	Inspector 1	\$75.00
Engineer 11	\$250.00	Inspector 2	\$85.00
Engineer 12	\$270.00	Inspector 3	\$95.00
Engineer 13	\$290.00	Inspector 4	\$110.00
Engineer 14	\$310.00	Inspector 5	\$120.00
Engineer 15	\$330.00	Inspector 6	\$135.00
Landscape Architect 1	\$120.00	Inspector 7	\$150.00
Landscape Architect 2	\$130.00	Inspector 8	\$165.00
Landscape Architect 3	\$145.00	Inspector 9	\$180.00
Landscape Architect 4	\$160.00	Inspector 10	\$195.00
Landscape Architect 5	\$175.00	Technician 1	\$75.00
Landscape Architect 6	\$190.00	Technician 2	\$95.00
Landscape Architect 7	\$205.00	Technician 3	\$105.00
Geologist 1	\$150.00	Technician 4	\$115.00
Geologist 2	\$165.00	Technician 5	\$130.00
Geologist 3	\$180.00	Technician 6	\$145.00
Land Surveyor 0	\$50.00	Technician 7	\$155.00
Land Surveyor 1	\$60.00	Technician 8	\$170.00
Land Surveyor 2	\$85.00	Technician 9	\$185.00
Land Surveyor 3	\$100.00	Technician 10	\$200.00
Land Surveyor 4	\$110.00	Administrative 1	\$45.00
Land Surveyor 5	\$130.00	Administrative 2	\$60.00
Land Surveyor 6	\$150.00	Administrative 3	\$75.00
Land Surveyor 7	\$165.00	Administrative 4	\$90.00
Land Surveyor 8	\$180.00	Administrative 5	\$110.00

Administrative 6	\$125.00	Construction Planner 3	\$130.00
Administrative 7	\$140.00	Construction Planner 4	\$145.00
Construction Planner 1	\$120.00	Construction Planner 5	\$150.00
Construction Planner 2	\$125.00	Construction Planner 6	\$160.00

B.3 Compensation For Additional Services – Standard Hourly Rates Method of Payment

Client shall pay Consultant for Additional Services, if any, as follows:

1. For services of Consultant's employees engaged directly on the Project not specifically described as Basic Services in Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Consultant's Sub-Consultant's charges, if any.
2. For those Reimbursable Expenses that are not specifically accounted for in the compensation for Basic Services in Exhibit A and are directly related to the provision of Additional Services, Client shall pay Consultant for said reimbursable expense.

B.4 Other Provisions Concerning Payment

1. Whenever Consultant is entitled to compensation for the charges of Consultant's Sub-Consultants, those charges shall be the amounts billed by Consultant's Sub-Consultants to Consultant times a factor of 1.1.
2. Factors. The external Reimbursable Expenses and Consultant's Sub-Consultant's factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such services and costs.
3. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A; and, if authorized in advance by Client, overtime work requiring higher than regular rates. In addition, if authorized in advance by Client, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
4. The amounts payable to Consultant for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
5. For purposes of the following notice required by Missouri law, "contractor" means Consultant:

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

City of Liberty - Sewer Aerial Stream Crossing Repair Improvments

Final Audit Report

2025-05-02

Created:	2025-04-25
By:	Melissa Massar (mmassar@greatriv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfldJ5ZUj3KtJ2CvszCjHShw9M6D1gIVV

"City of Liberty - Sewer Aerial Stream Crossing Repair Improvm ents" History

-  Document created by Melissa Massar (mmassar@greatriv.com)
2025-04-25 - 4:09:32 PM GMT
-  Document emailed to Melissa Massar (mmassar@greatriv.com) for signature
2025-04-25 - 4:09:37 PM GMT
-  Document emailed to Spencer Jones (spencer@greatriv.com) for signature
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-  Document e-signed by Spencer Jones (spencer@greatriv.com)
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City of Liberty Sewer Aerial Stream Crossing Repair Improvements

Category	Hours	Rate	Cost
Engineer 5	30	\$ 155.00	\$ 4,650.00
Engineer 7	10	\$ 175.00	\$ 1,750.00
Engineer 9	18	\$ 210.00	\$ 3,780.00
Engineer 12	4	\$ 270.00	\$ 1,080.00
Land Surveyor 5	12	\$ 130.00	\$ 1,560.00
Land Surveyor 10	2	\$ 210.00	\$ 420.00
Technician 6	18	\$ 145.00	\$ 2,610.00
Total			\$ 15,850.00



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-189

Department: Utilities

Submitted By: Andy Noll, Director Utilities

Subject: Ordinance authorizing the renewal of the agreement with Sensus, USA, Inc. for automated meter software, through Core and Main, LP in an amount not to exceed \$200,651.56

Summary:

Authorization of the five (5) year renewal with Sensus USA Inc through a master agreement with Core & Main LP for the continued service of the Advanced Metering Infrastructure (AMI) system. The contract was originally approved by the Mayor and Council in April 2019 as a multi-part master agreement. This action will authorize the automatic five (5) year renewal of the Sensus USA Inc. portion for an amount not to exceed \$200,651.56.

Background:

The AMI system was a step taken by the Mayor and Council in April 2019 to modernize the water meter system used in the billing of the water and sewer system. All the system meters were replaced with meters that were able to communicate with a radio system that could collect usage logged on the meter in a set time interval and that usage information is utilized in the monthly billing process for the water and sewer system. The software that is included with the AMI system also provides alerts to customers when the usage exceeds thresholds set by the customer. The software system also allows the city to view consumption in 15-minute intervals, which has proven invaluable in diagnosing consumption issues and customer complaints. The AMI system has also allowed city staff to stay current with meter reads even during inclement winter weather and that capability has led to a minimization of estimated reads that were a common source of confusion for customers.

The AMI portion of the contract had an automatic five (5) year renewal but did not include the future fees associated with the renewal. Core & Main LP has provided the additional five years of fees to continue to provide and support the AMI system. Considering the AMI system has provided significant improvements in the collection of meter data, significant improvements in customer service, and significant improvements in efficiency, the staff recommends the approval of the five-year renewal and associated fees.

Previous Action (if applicable):

Ordinance 11087 authorizing an agreement with Sensus USA, Inc. on April 22, 2019
Ordinance 11088 authorizing an agreement with Core & Main LP on April 22, 2019

Policy/Committee Review:

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

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

Financial Considerations:

Budgeted:	Line Item: 590-57030-801	Amount: \$72,241.08
	Line Item: 591-57030-901	Amount: \$128,410.48
	Revenue Line (if applicable):	Amount:
Non-Budgeted	Line Item:	Amount:
	Line Item:	
	Funding Source:	Amount:

Attachments:

1. ORD CORE & MAIN LP AMI
2. Five Year Fee Schedule
3. C&M Liberty Master Agreement

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH
SENSUS USA, INC. FOR ADVANCED METERING INFRASTRUCTURE, THROUGH
CORE AND MAIN, LP IN AN AMOUNT NOT TO EXCEED \$200,651.56

WHEREAS, the City Council approved Ordinance No. 11087, authorizing an agreement with Sensus USA, Inc. for software and system implementation and integration for the automated meter infrastructure project, #UT-001-19, including an automatic five-year renewal, on April 22, 2019; and

WHEREAS, the City Council approved Ordinance No. 11088, authorizing an agreement with Core and Main LP for procurement, installation and management for the automated meter infrastructure project, #UT-001-19 on April 22, 2019;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an Ordinance authorizing the five (5) year renewal of the agreement for the Sensus USA, Inc. software through Core and Main, LP for the advanced metering infrastructure in and amount not to exceed TWO HUNDRED THOUSAND SIX HUNDRED FIFTY ONE DOLLARS AND 56/100 (\$200,651.56). A copy of said agreement for services being incorporated by reference herein and available for review as required by law.

SECTION II

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

PASSED by Council this _____ day of _____, 2025.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR



4/7/2025

City of Liberty, MO

2500 NW South Outer Road
Blue Springs, MO. 64015
T: 816-229-9604
F: 816-229-9607

<u>Quantity</u>	<u>Item</u>	<u>Unit</u>	<u>Extended</u>
1	Year 2025	\$ 37,793.64	\$ 37,793.64
1	Year 2026	\$ 38,927.45	\$ 38,927.45
1	Year 2027	\$ 40,095.27	\$ 40,095.27
1	Year 2028	\$ 41,298.13	\$ 41,298.13
1	Year 2029	\$ 42,537.07	\$ 42,537.07

Please feel free to call if you have any questions.

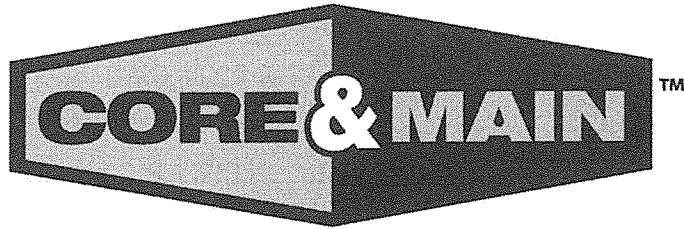
Prepared by:

Kaleb Breshears

Kaleb Breshears
AMR/AMI Product Specialist MO
Cell: 816-598-2754
kaleb.breshears@coreandmain.com

Mike Howard

Mike Howard
OSR MO



City of Liberty

Master Project Agreement

Core & Main LP
11510 Strang Line Road
Olathe, KS 66062

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Master Project Agreement

This Master Project Agreement (as hereinafter defined, this "Agreement") dated as of April 22, 2019 between Core & Main LP, a Florida limited partnership (as hereinafter defined, "Core & Main"), and The City of Liberty, MO (as hereinafter defined, "Client").

1. **Purpose and Scope.** The Agreement is a Master Project Agreement to provide certain Work to Client. Core & Main agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay Core & Main in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):

- ☒ Appendix A--Procurement, Installation and Management Contract
- ☐ Appendix B--Reserved
- ☐ Appendix C - Reserved
- ☒ Appendix D--Warranty

2. **Definitions and Terminology.** When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

"Agreement" shall mean this Master Project Agreement, to include all Appendices and Exhibits.

"AWWA" shall mean the American Water Works Association

"AMR" shall mean Automatic Meter Reading

"AMI" shall mean Advanced Metering Infrastructure

"Client" shall mean The City of Liberty, MO together with its successors.

"Factory Installation Recommendation" shall mean guidelines for installation procedures given by the manufacturer of the equipment.

"Financing Contract" shall mean any separate financing agreement that may be executed and delivered by the Parties as contemplated by Appendix C to this Agreement, but only to the extent that Section 1 of this Agreement shall indicate that Appendix C applies to this Agreement. No Financing Contract delivered pursuant to this Agreement shall constitute a part of this Agreement, and this Agreement does not constitute a part of any Financing Contract executed and delivered by the Parties.

"Force Majeure" shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

"Hazardous Materials" are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

“Core & Main” shall mean Core & Main LP., a limited partnership, together with its successors.

“Installation Contract” shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

“Manufacturer Defect” shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer’s warranty.

“Manufacturer’s Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Party” shall mean either Core & Main or Client.

“Project” shall mean the work to be performed by Core & Main or its subcontractors as described in this Agreement.

“Project Materials and Supplies” shall mean the materials and equipment specified in Appendix A.

“RF” shall be interchangeable with the term Radio Frequency.

“State” shall mean the State of Missouri in which Client is located.

“Third Party” shall mean a person or entity other than Client or Core & Main.

“Utility Service Area” shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed. This geographic area shall be specifically defined as The City of Liberty, MO and any other geographic areas including Client’s system that Core & Main, in its discretion, shall approve in writing for inclusion in the Utility Service Area.

“Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Work” shall mean all work required for the completion of Core & Main’s obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the installation Work contemplated by the Installation Contract.

3. **Term.** The Term of this Agreement shall begin on the commencement date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A. Notwithstanding the foregoing, either Party may terminate this Agreement and the Services and Work described herein by giving the other Party sixty (60) days prior written notice of its termination of this Agreement. No such termination shall have the effect of terminating any Financing Contract between the Parties if there are any amounts outstanding in respect of such Financing Contract.

4. **Core & Main’s Responsibility.** Core & Main shall provide Services, supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

5. **Client’s Responsibility.** Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Services rendered. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

6. **Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) any material failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period

specified in this Agreement. If an event of Default by Client occurs, Core & Main will exercise any and all remedies available to it under this Agreement.

7. **Default of Core & Main.** The following events shall be considered events of default on the part of Core & Main (a) failure of Core & Main to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work or Services that properly were rejected as defective or nonconforming, (c) the failure of Core & Main to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main, (d) any representation or warranty (other than a warranty as contemplated by Section 10 of this Agreement) provided by Core & Main proves to be materially false or misleading when made, (e) any material failure of Core & Main to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by Core & Main, Client may exercise any and all remedies available to it under this Agreement.

8. **Insolvency.** In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Parties equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

9. **Taxes, Permits, and Fees.** Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project; however the city must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes, when applicable. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Client shall be responsible for personal property taxes and real estate taxes on the Project. Core & Main shall be responsible for all taxes measured by Core & Main's income.

10. **Warranty.** The warranty provided by Core & Main and the manufacturer on Project Materials and Supplies, Work, and Services shall be as set forth in Appendix D.

11. **Indemnity.** Subject to Sections 13 and 14 of this Agreement:

(a) Except as otherwise expressly provided in Section 11(b) below, Client assumes all liability and risk associated with the use, operation, and storage of the Project Materials and Supplies and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project unless said damage, injury, or death is the direct result of Core & Main, its employees, and agents.

(b) Core & Main shall indemnify Client and employees against all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project. Core & Main and Client agree that Core & Main is responsible only for damages that result from the intentional misconduct or the negligent act or omission of Core & Main or its subcontractors.

(c) Each party shall be fully liable and responsible to, and shall fully indemnify and hold harmless the other party with respect to, any and all liabilities, claims, losses and/or damages arising out of and/or otherwise related to a party's intentionally wrongful actions and/or willful misconduct, and/or gross negligence, including the intentionally wrongful actions and/or willful misconduct and/or the gross negligence of its employees, affiliates, suppliers, agents, subcontractors, contractors, consultants or third party providers.

12. **Safety.** Core & Main shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main expected to do its Work are safe sites.

13. **Liability and Force Majeure.** Core & Main's liability under this Agreement shall not exceed the amounts paid to Core & Main by Client hereunder. Neither Core & Main nor Client shall be responsible to each other for any indirect, consequential, incidental, exemplary or special damages resulting in any form from the Project. Neither Core & Main nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. Core & Main shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

14. Insurance and Risk.

(a) During the Term of this Agreement Core & Main shall maintain and shall assure that its subcontractors maintain insurance as follows:

- (1) workers' compensation insurance (or self-insurance) in accordance with applicable law, in the amount of \$1 million;
- (2) Comprehensive general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate.
- (3) Motor vehicle liability insurance in the amount of \$2 million combined single limit for bodily injury and property damage per occurrence.
- (4) Employers' Liability insurance in the amount of \$1 million each employee, \$1 million each accident, and \$1 million policy limit.

Such coverage may be provided under primary and excess policies. The Client requires that the above be listed on a certificate of insurance. The certificate must note that the City of Liberty is named as an additional insured regarding the specific project. At the request of Client, Core & Main shall provide or cause its subcontractor to provide to Client a certificate of insurance with respect to such policies.

(b) Client shall assume full responsibility for any risk of loss except to the extent that (1) the damages are the result of negligence, failure to act, or willful or intentional act of Core & Main or its subcontractors as provided in Section 11(b) above, or (2) the loss is covered by the insurance contemplated by Section 14(a) above.

15. Hazardous Materials. The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of Hazardous Materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.

16. Cleanup. Core & Main will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, Core & Main will remove all waste materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project.

17. Delays and Access. If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents Core & Main or its agents from performing work, then Core & Main will notify Client in writing of the existence of delay and the nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, disbursement terms, and payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

18. Quality of Materials. Core & Main will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified Core & Main will use the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance Core & Main will work with Client to choose a substitute. Where brand names are not specified, Core & Main will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. Core & Main can use Client-furnished or Client-specific materials; however, Client will need to provide them or pay the difference in price and labor should any exist. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.

19. **Financing.** If the Parties so agree and have so indicated in Section 1 of this Agreement, Core & Main shall provide financing for the Project pursuant to any separate Financing Contract executed and delivered by the Parties as contemplated by Appendix C. The Financing Contract is not part of this Agreement, and this Agreement is not part of the Financing Contract.

20. **Legal Governance.** The laws of the State shall govern this Agreement and the relationship of the Parties contemplated hereby.

21. **Dispute Resolution.**

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be remedied in accordance with Section 21(b) below.

(b) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 21(a) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived. In the event of a breach or threatened breach by Client of this Agreement, Core & Main in its sole discretion may, in addition to other rights and remedies existing in its favor and without being required to post a bond or other security, apply to any court for specific performance and/or injunctive or other relief in order to enforce, or prevent the violation of, this Agreement. BOTH CLIENT AND CORE & MAIN HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

(c) All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.

22. **Attorney's Fees.** In the event of any litigation between Parties hereto arising from or with respect to this Master Project Agreement, the Parties will each bear their own attorneys' fees and costs of the action.

23. **Assignability.** Client may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without Core & Main's prior written consent.

24. **Notices.** All notices and communications related to this Agreement shall be made in following address:

If to Client: The City of Liberty, MO
101 E. Kansas St.
Liberty, MO 64068
Attn: Brian Hess

If to Core & Main: Core & Main LP
11510 Strang Line Road
Olathe, KS 66062

With a copy to: Legal Department
Core & Main LP
1830 Craig Park Court
St. Louis, MO 63146

25. **Binding Effect.** Each of Client and Core & Main represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms.

26. **Modifications.** This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both Core & Main and Client.

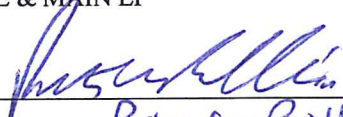
27. **Severability.** Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

28. **Privacy.** The Privacy Policy of Core & Main may be accessed at the following URL:
<https://coreandmain.com/WebAssets/Privacy/CoreMain-PrivacyPolicyPrivacyCompliance.pdf>.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“CORE & MAIN”

CORE & MAIN LP

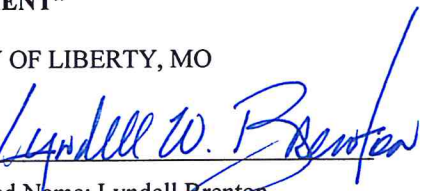
By: 

Printed Name: Robert Bollin

Printed Title: District Manager

“CLIENT”

CITY OF LIBERTY, MO

By: 

Printed Name: Lyndell Brenton

Printed Title: Mayor



Appendix A

Procurement, Installation, and Management Contract

Provider: Core & Main LP ("Core & Main")
Client: The City of Liberty, MO

This Procurement, Installation, and Management Contract (the "Installation Contract") is an Appendix to the Master Project Agreement of even date herewith (the "Master Agreement") concerning the Project referenced in the Master Agreement.

1. **Summary of Work.** The Summary of Work for the Project contemplated by the Master Agreement consists of application design of the AMI system, providing and installing all Project Materials and Supplies as listed in Exhibit A-1, and management of the installation process. The purpose of this Work is to upgrade the existing system in order to provide an AMI-capable system that will meet or exceed the Factory Installation Recommendations.

2. **Project Implementation Period.** The Project is projected to commence on April 25, 2019, and will be implemented over an approximate 12 month period of time. Item (1) as stated in the "Work Description and Pricing" of Exhibit A-1 will be completed in six (6) months from the Project Start Date. Item (2) in the "Work Description and Pricing" of Exhibit A-1 is anticipated to be implemented over 12 months with the meters and radios delivered incrementally over the first 8 months from Project Start Date. Below is an estimated construction Schedule:

Estimated Construction Schedule:	
Project Start Date	04/25/2019

3. **Compensation.** Client agrees to pay Core & Main an estimated \$2,719,750.00 as detailed in Exhibit A-1 from Infrastructure Pricing for the Project Materials and Supplies, inclusive of Year 1 and Meter and Radio expenses, and work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. In addition, Client agrees to pay Core & Main for the Work and Services contemplated by this Installation Contract as set forth in the Master Agreement. Year 2 through Year 5 costs as detailed in Exhibit A-1 will be allocated by Client in the corresponding year of service upon approval by Council. Payment terms shall be as follows:

(a) **Payment for Project Materials and Supplies.** Client will make payment to Core & Main for Project Materials and Supplies and work described in Exhibit A-1 within 30 days of the receipt of an invoice for such Project Materials and Supplies and such work (which will be invoiced no more frequently than monthly). No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies and such work.

(b) **Financing Contract.** Where the Parties have agreed to a separate Financing Contract (which is not part of this Contract, and this Contract is not part of the Financing Contract), payment shall be made as monies are advanced under the Financing Contract.

4. **Installation Responsibilities of Core & Main.**

(a) **Project Installation.** Core & Main agrees to do the Work, provide the Services, and furnish the Project Materials and Supplies in accordance with Client's specifications, the Material Procurement Summary, and the Statement of Work that are attached to this Installation Contract during the estimated construction period listed above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto as are described as follows: Core & Main LP will be responsible for the installation of two base stations

as well as providing the material (Meters and Smartpoints (MXUs) to the city to be installed by another vendor. Core & Main LP will oversee the training and the integration of the Sensus FlexNet system to the City of Liberty's billing software.

Core & Main will warrant the Project Materials and Supplies, the Work, and any other Services as provided in Section 10 of the Master Agreement. Client may elect to execute a Service Contract with Core & Main for additional maintenance provisions.

(b) AMI Infrastructure Work. Core & Main has developed a *Statement of Work* specific to the design, deployment, and execution of any AMI infrastructure work as per the project needs. This *Statement of Work* has been tailored to the project, as well as any site specific conditions and is attached hereto as Exhibit A-4.

(c) Disposal. The Installation contractor will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data in Client's possession, including previous reports, maps, surveys, and all other information in Client's possession that Core & Main informs Client's representative is necessary as it relates to Project.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and affiliates.

(c) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by Core & Main in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement, reserves the right to delay further work without penalty until such time as payments are made. Core & Main further reserves all rights and options available to it under the Master Project Agreement.

IN WITNESS WHEREOF, the Parties have executed this Installation Contract as of April 22, 2019.

"CORE & MAIN"

CORE & MAIN LP

By: [Signature]

Printed Name: Robert Bollin

Printed Title: District Manager

"CLIENT"

CITY OF LIBERTY, MISSOURI

By: [Signature]

Printed Name: Lyndell Brenton

Printed Title: Mayor



Exhibit A-1

Material Procurement Summary
For Installation Contract

Provider: Core & Main LP ("Core & Main")
Client: The City of Liberty, MO

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the "Master Agreement"), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by Core & Main and attached to each Acceptance Certificate (Exhibit A-2) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

<u>Work Description and Pricing</u>
1) Provide and manage the installation of two (2) Base Stations, manage the RNI Set up and implementation, and manage the Sensus Analytics Set up and implementation. 2) Provide meters and radios, as listed below, on an as-needed basis for water meter installation contractor (separate contract). See below for the complete list to be provided by Core & Main.

				Page 2
11510 Strang Line Rd.				
Olathe, KS. 66062				
T: 913-469-5820				
F: 913-469-5825				
<u>Year 3</u>				
1	RNI-SaaS Annual Fee - Year 3	\$ 13,765.00	\$ 13,765.00	
1	Sensus Analytics Annual Fee - Year 3	\$ 11,535.00	\$ 11,535.00	
1	SaaS Text Message Fee - Year 3	\$ 1,065.00	\$ 1,065.00	
2	M400B Extended Warranty - Year 3	\$ 1,560.00	\$ 3,120.00	
			Year 3 Total:	\$ 29,485.00
<u>Year 4</u>				
1	RNI-SaaS Annual Fee - Year 4	\$ 16,745.00	\$ 16,745.00	
1	Sensus Analytics Annual Fee - Year 4	\$ 13,675.00	\$ 13,675.00	
1	SaaS Text Message Fee - Year 4	\$ 1,462.50	\$ 1,462.50	
1 *	Sensus Analytics Data Storage - Year 4	\$ 2,195.00	\$ 2,195.00	
2	M400B Extended Warranty - Year 4	\$ 1,610.00	\$ 3,220.00	
			Year 4 Total:	\$ 37,297.50
<u>Year 5</u>				
1				
1	RNI-SaaS Annual Fee - Year 5	\$ 18,105.00	\$ 18,105.00	
1	Sensus Analytics Annual Fee - Year 5	\$ 16,435.00	\$ 16,435.00	
1 *	Sensus Analytics Data Storage - Year 5	\$ 5,250.00	\$ 5,250.00	
2	SaaS Text Message Fee - Year 5	\$ 1,885.00	\$ 1,885.00	
	M400B Extended Warranty - Year 5	\$ 1,660.00	\$ 4,420.00	
			Year 5 Total:	\$ 46,095.00



5/30/2018

11510 Strang Line Rd.
Olathe, KS. 66062
T: 913-469-5820
F: 913-469-5825

City of Liberty
101 E. Kansas
Liberty, MO. 64069

RE: AMI System Meter and Radio Costs

<u>Quantity</u>	<u>Item</u>	<u>Unit</u>	<u>Extended</u>
<u>Water Meters</u>			
9,992	5/8"X 1/2" iPerl Meter	\$ 105.00	\$1,049,160.00
335	1" iPerl Meter	\$ 155.00	\$ 51,925.00
127	1.5" Omni C2 Meter	\$ 985.00	\$ 125,095.00
136	2" Omni C2 Meter	\$ 1,150.00	\$ 156,400.00
27	3" Omni C2 Meter	\$ 1,515.00	\$ 40,905.00
21	4" Omni C2 Meter	\$ 2,650.00	\$ 55,650.00
3	6" Omni C2 Meter	\$ 4,310.00	\$ 12,930.00
Total:			\$1,492,065.00
<u>Radios</u>			
10,434	#520M Pit Mount Radio	\$ 105.00	\$1,095,570.00
207	#510M Wall Mount Radio	\$ 105.00	\$ 21,735.00
Total:			\$1,117,305.00

Prepared by:

Bob Westmoreland

Bob Westmoreland
AMR/AMI Product Specialist KS/MO
Cell: 913-660-8800
bob.westmoreland@coreandmain.com

Exhibit A-2

Acceptance Certificate

Client under the Master Project Agreement (the "Master Agreement") with Core & Main LP hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the "Installation Contract") to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of the Installation Contract, subject, however, to the warranty provided in Section 10 of the Master Agreement.

3. Based on and the acceptance set forth herein, Client agrees that the Manufacturer's Warranty Period on all water equipment shall be deemed to have begun on the date when the Client receives such equipment and that the Manufacturer's Warranty Period shall end in accordance to the referenced warranties in Appendix D, Exhibit D-1.

4. Client has examined all Work and Services performed by Core & Main and covered by the related invoice or draw requests and finds such Work and Services to have been performed in a workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work and Services. Based on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end on _____, 20__ (i.e. one year from the date Client received such equipment).

5. The following is a punch list of items left to be completed for current phase or final phase (Circle one) of the Project:

Insert Punch list

Agreed to and Accepted as of _____, 20__ by:

"CLIENT"

CITY OF LIBERTY, MO

By: _____

Printed Name: _____

Printed Title _____

Exhibit A-3

Sensus Advanced Metering Infrastructure (AMI) Agreement

Advanced Metering Infrastructure (AMI) Agreement

between

City of Liberty
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

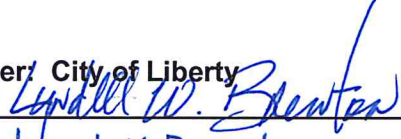
This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc. 
By: Tim Harriger (Apr 18, 2019)

Name: Tim Harriger

Title: VP Sales NA Water

Date: Apr 18, 2019

Customer: City of Liberty
By: 

Name: Lyndell Brenton

Title: Mayor

Date: April 22, 2019

Contents of this Agreement:

AMI Agreement

Exhibit A Software

Exhibit B Technical Support

Exhibit C Security Controls

AMI Agreement

1. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
 - B. **THERE ARE NO WARRANTIES IN THIS Agreement, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
2. **Services.**
 - A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
 - B. **Software Implementation.** Sensus shall install and configure the Software on the Server Hardware.
 - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
 - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - E. **Project Management.** Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.
 - F. **Training.** Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.
3. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
4. **Spectrum.**
 - A. **Spectrum Lease.** The parties previously entered into a Spectrum Manager Lease on 8/18/2015 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
5. **General Terms and Conditions.**
 - A. **Intentionally Omitted**
 - B. **Limitation of Liability.**
 - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
 - C. **Professional (E&O) Liability/Cyber Liability.** Sensus shall maintain Professional Liability, Technology Errors & Omissions Liability and Network Security & Privacy Liability insurance with limits of two million (\$2,000,000) per claim and in the aggregate. Sensus will list Customer as an additional insured party under this insurance policy. Coverage shall include: (i) Failure to prevent unauthorized access to, use of or tampering with computer systems/networks, including denial of service, unless directly caused by a mechanical or electrical failure, (ii) Unauthorized disclosure of personal or confidential information, (iii) liability arising out of Xylem' professional errors and/or omissions resulting in the introduction of a computer virus or other malicious code causing damage to Customer's computer system, network or similar related property and the data, software and programs thereon, (iv) liability for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of copyright, or trade mark, brought against Customer for the FlexNet System, (v) government investigations and associated fines/penalties, if insurable by law, resulting from the alleged or actual disclosure of personal or confidential information or security breach, (vi) liability for Customer's non-physical business interruption due to a security failure of a Sensus computer system, network, hardware or software or Sensus' professional services. The policy will have a retroactive date of no later than the effective date of this Agreement and coverage shall be maintained for an additional period of three (3) years following termination of the Agreement.
 - D. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
 - E. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
 - F. **Intellectual Property.**
 - i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or

- derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or AMI System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus or affiliate equipment, software, or service; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Copy of Customer Data.** Upon Customer's written request, Sensus will provide Customer a quote to deliver a CMEP file consisting of the most recent 60 days of CMEP interval file data. Sensus will deliver the CMEP file in accordance with the quote upon Customer's acceptance of the quote. Sensus shall perform termination assistance with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it is or was required to provide the same or similar services in accordance with this Agreement.
- G. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- H. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- I. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- J. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- K. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent. Sensus will endeavor to ensure that any subcontractors that may be used to perform obligations under this Agreement will be subject to applicable obligations that are no less restrictive than the terms and conditions of this Agreement.
- L. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- M. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- N. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
- O. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- P. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- Q. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no

implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

- R. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
 - D. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - E. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - F. **"Field Devices"** means the meters and SmartPoint Modules.
 - G. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - H. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
 - I. **"Hosted Software"** means those items listed as an Application in Exhibit A.
 - J. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
 - K. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
 - L. **"LCM"** identifies the load control modules.
 - M. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
 - N. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
 - O. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
 - P. **"Release"** means both Updates and Upgrades.
 - Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
 - R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
 - S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
 - T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
 - U. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
 - V. **"Server Hardware"** means the RNI hardware.
 - W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
 - X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
 - Y. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
 - Z. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
 - AA. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
 - BB. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Essential Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Usage License. Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of: (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

C. Termination of Software as a Service. Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. "Software as a Service" means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), facility to be FedRamp Moderate or higher certified, that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Define data retention plan and policy.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software upgrades and patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - b. Respond to incidents and problems that may occur to the Application(s).
 - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - d. Correlate incidents and problems where applicable.
 - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
 - f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
 - g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.

- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
 - b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - c. Conduct period penetration testing of the network and data center facilities.
 - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - e. Perform Anti-Virus and Malware patch management on all systems.
 - f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
 - h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
 - i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
 - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - a. Perform daily backups of data providing five (5) years of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate, encrypted backups AES256) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
 - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
 - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. "Software as a Service" does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- i. Calculations

- a. "Targeted Minutes of Operation" or "TMO" means total minutes cumulative across all Applications in the applicable month ("Month") minus the Scheduled Downtime in the Month.

- b. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - ii. **Exceptions.** **"Exceptions"** mean the following events:
 - a. Force Majeure;
 - b. Emergency Work, as defined below; and
 - c. Lack of Internet Availability, as described below.
 - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) (**"Emergency Work"**). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the **"Managed Systems"**). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software (**"Customer's Systems"**) is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet with Customer defining the security requirements.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (**"Authorized Users"**). Such usernames and passwords will allow Authorized Users to access the Application(s). Provisioning of user accounts or administrative accounts will be authorized through the Customer IT services department. Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. Customer will provide administrator access to all Sensus equipment on the City's (Customer) network and the IT services department will provide system management accounts as needed to coordinate with Sensus for support or maintenance related tasks. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

III. Sensus Analytics

A. **Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. **Device Access**
 - a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.

- f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
 - ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with high threshold exceptions with drill down to the list of meters.
 - h. # of unknown radios with drill down to the list of meters.
 - iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" (2) The number of days when daily thresholds are exceeded are greater than the entered "exception per day threshold."
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI.
 - n. Users need to enter which billing request file prior to running the report.
 - o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
 - iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually send to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
 - v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
 - vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- D. **Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
 - i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus Secure FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
 - a. In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
 - b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
 - ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
 - iii. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- E. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from: (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- F. **Customer Acknowledgements.**
 - i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.



IV. Third Party Software.

A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1: Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

Sev2: Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3: The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4: Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into the Support Knowledge Base. - Fix incorporated into future release.
4	2 Business Days	12 months	- Answer to question is provided. - Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

- 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
- 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

Exhibit C Security Controls

This Security Controls Exhibit ("Exhibit") defines the minimum requirements for the protection of City Confidential Information and other information technology assets utilized in the provision of services by Sensus to the City. Such services are provided pursuant to the AMI Agreement between the Parties ("Agreement") and Sensus hereby agrees to provide them in compliance with this Exhibit. Capitalized terms used but not defined herein have the same meanings ascribed to them in the Agreement. All terms and conditions of the Agreement remain in full force and effect.

1. Data Protection Program

- 1.1. Program. Sensus will maintain a comprehensive information security program ("Program") designed and implemented with administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and availability of City Confidential Information. The Program shall have documented policies, standards, and procedures designed to ensure that all such safeguards, including the manner in which City Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, are clearly defined, developed, and implemented to manage risks to information assets. The Program shall include, but not be limited to: (i) information security policies, standards and procedures that have been approved by Sensus's management and that are published and communicated to Sensus Personnel, (ii) the implementation of security controls, (iii) clearly defined roles and responsibilities, and (iv) accurate maintenance of records that demonstrate Sensus's compliance with the Program.
- 1.2. Policies. The policy framework of the Program shall include, but not be limited to, policies and standards that address: (i) access control, (ii) information classification and handling, (iii) incident response, (iv) business continuity, (v) disaster recovery, (vi) acceptable use, (vii) third-party management, (viii) communications and operations management, (ix) physical and environment security, (x) vulnerability management, (xi) application security, (xii) mobile device security, and (xiv) cryptography. Sensus shall review the policies periodically or if significant changes occur to ensure their continuing suitability, adequacy, and effectiveness.

2. Human Resource Security

- 2.1. Security Awareness and Training. Sensus Personnel shall: (i) receive awareness education and training that includes periodic updates to Sensus organizational policies and procedures throughout employment and upon a change in role, (ii) be informed of relevant information security threats and concerns, and (iii) be educated on their role and responsibilities related to the Program, including any sanctions for non-compliance with the Program

3. Asset Management

- 3.1. Inventory. Sensus shall maintain an inventory of current information system assets that includes: (i) the business function of the asset, (ii) asset accountability, and (iii) sufficient detail to facilitate tracking and reporting of assets. Sensus shall update information system asset inventories periodically as information system assets are connected, updated, and/or removed, and after major infrastructure changes. The information system asset inventory shall also include sufficient detail to identify the: (i) make and model or version number of the asset, (ii) location of the asset, and (iii) asset serial number or other method of unique identification.
- 3.2. Media Handling. The Program must address the secure use, storage, transportation, destruction, and/or sanitization of Physical Media containing City Confidential Information. Physical Media that must be transported outside of Sensus facilities shall be: (i) secured in transit, (ii) contained in packaging that is non-transparent and securely-sealed, and (ii) sent via secured courier or other delivery method that can be accurately tracked.
- 3.3. Data Segregation. Sensus will use reasonable efforts to keep City Confidential Information isolated and separated.

4. Access Control

- 4.1. Access Management. Sensus shall configure access to information systems that process, transmit, or store City Confidential Information. Access shall be configured utilizing the principle of least privilege, allowing only authorized access for Sensus Personnel or utility programs that are capable of overriding system and application controls as necessary to facilitate the Services.
- 4.2. User Access Management. Sensus shall utilize a formal user access management and review process to provision and de-provision user accounts and assign or revoke access rights for all Sensus Personnel to all systems and services that process, transmit, or store City Confidential Information. All Sensus Personnel using such systems shall be uniquely identified and authenticated. The allocation and use of privileged access rights (i.e., administrative accounts) shall be documented, restricted, and controlled, and Sensus Personnel with privileged access rights shall be authenticated via multi-factor authentication. The access rights of all Sensus Personnel to information and information processing facilities shall be removed upon termination of employment or aligned to a change in role. Sensus shall perform quarterly access reviews.
- 4.3. Account Management. Sensus shall utilize a formal account management process to manage system and shared accounts. System accounts (i) are any accounts that are not intended to be directly accessed by users, but are required for systems and applications to function properly, and (ii) should not be used by humans to log into systems or applications. Shared accounts are any accounts that are intended to be shared among multiple users using a single set of authentication credentials. Sensus shall manage shared accounts by a process that requires approval and limits the time the shared account credentials may be used. Actions performed by users utilizing shared accounts shall be logged and attributable to an individual. Sensus shall include system and shared accounts in access reviews.
- 4.4. Authentication Information. Sensus shall control the allocation of authentication information (e.g., passwords, keys, PINs, and tokens) through a formal management

process. Sensus shall maintain policies and/or procedures for the proper use and protection of authentication information. Sensus authentication mechanisms must be configured to: (i) enforce strong passwords that are complex and configured to be at least ten (10) characters in length, case sensitive, and utilize letters, numbers and special characters, (ii) require users to change passwords at least every ninety (90) days, (iii) restrict users from reusing previously used passwords to the maximum extent allowed by the system, (iv) lock user accounts after more than six (6) invalid logon attempts, (v) cause locked user accounts to remain locked until a system administrator resets the account or another secure mechanism is utilized, and (vi) require users to change initial passwords and reset passwords immediately upon first use. Default authentication mechanisms must be changed or removed prior to utilizing the computer or communications system in support of the Services. Authentication credentials that are transmitted over public networks (i.e., the Internet) shall be encrypted.

5. Cryptography

5.1. Encryption of Data at Rest. Sensus shall secure City Confidential Information at rest, including backup media, using Advanced Encryption Standard (AES) with at least 256 key bit key strength unless otherwise agreed to by the Parties.

5.2. Encryption of Data in Transit. City Confidential Information shall be secured in transit over any wireless connection or across any untrusted connection including, but not limited to, the public Internet using current industry-standard non-proprietary encryption mechanisms.

5.3. Encryption Key Management. Sensus' Program shall include policies and procedures on the use, protection, and lifetime of encryption keys, including key generation, storage, distribution, access, and destruction. Encryption keys must only be accessible to Sensus Personnel with a legitimate business purpose. Encryption keys must be unique to where the Sensus stores City Confidential Information. Sensus shall immediately rotate encryption keys used to protect City Confidential Information when there is a suspected or confirmed compromise of the keys, and Sensus shall have mechanisms in place to trigger an incident response notification to the City in such case in accordance with the notification requirements set forth in the Agreement.

6. Physical and Environmental Security

6.1. Data Center Security. Sensus shall utilize data centers that have safety and physical security procedures that are at least equivalent to current industry standards for such facilities, and provide appropriate technical and operational safeguards against accidental, unauthorized, or unlawful destruction, loss, alteration, or unauthorized disclosure or access of City Confidential Information.

6.2. Supporting Utilities and Infrastructure. Sensus shall establish alternate and/or backup telecommunication and power capabilities to permit the resumption of information system operations for Services and business functions within the recovery time objective(s) or Service Levels defined in the Agreement. Power and telecommunications cabling carrying data or supporting information services shall be protected from interception, interference, or damage.

6.3. Supporting Facility. If Sensus owns or leases a supporting facility from which network access to production data center facilities exist, such supporting facility shall: (i) be physically protected from unauthorized access, damage, and interference, (ii) require logged access, which logs shall be securely maintained, (iii) require visitors to be escorted/supervised at all time while on the premises, and (iv) utilize appropriate restrictions of physical access to systems through which City Confidential Information may be accessed by the implementation of layered security controls and role based access controls.

7. Operations and Network Security

7.1. Procedures and Responsibilities. Sensus shall maintain documented procedures for operational activities associated with information processing and communication facilities and equipment that process, transmit, or store City Confidential Information. Sensus shall maintain separate development, testing, and production environments. Sensus shall utilize a change management process for changes to the Sensus systems and applications where City Confidential Information is stored and/or processed.

7.2. Network Controls. Sensus networks shall be managed, monitored, and controlled to protect City Confidential Information. Sensus shall implement multi-layered network security infrastructure that provides continuous monitoring, restricts unauthorized network traffic, and detects and limits the impact of attacks, including: (i) firewalls or other filtering devices, and (ii) intrusion detection systems (IDS) and/or intrusion prevention systems (IPS) configured and maintained to ensure optimal protection, log suspicious, or unauthorized network traffic patterns, and to alert Sensus Personnel of actual or suspected compromises. Network traffic shall be appropriately segregated with routing and access controls separating traffic on internal networks from public or other untrusted networks. High-risk administrative ports (i.e., Telnet) and ports on externally facing systems that are not required for business functions should not be accessible from the Internet. Information systems, network devices, and applications shall be configured and deployed using a secure baseline (hardened), maintained to address known vulnerabilities, and with extraneous ports/services disabled. Sensus shall restrict the connection times of idle/inactive sessions on information systems, applications, and network devices, and terminate inactive sessions.

7.3. Anti-virus and Malware Protection. Sensus shall utilize industry best practices to: (i) protect information systems from malware, (ii) deploy anti-virus software on servers and workstations, (iii) keep anti-virus software versions and virus signature files up-to-date, (iv) enable anti-virus software for periodic scans and automatic updates from a centralized management server, (v) deploy anti-malware utilities to scan incoming traffic from the Internet and files transferred/uploaded from external sources before the files are introduced into systems, (vi) disable automatic execution features (i.e., autorun) when Physical Media is attached to the system, and (vii) restrict users from accessing sites that may be used to spread malware.

7.4. Information Backup. City Confidential Information and software and systems that process, transmit, or store City Confidential Information must be backed up, and Sensus shall retain backups in accordance with the terms of the Agreement and test them regularly in accordance with Sensus's backup policy and the terms of the Agreement.

7.5. Logging and Monitoring. Sensus must maintain logs from information systems, network devices, and applications that process, store, or transmit City Confidential

Information. Where applicable and technically possible, logs shall: (i) capture system and network security event information, alerts, failures, and errors, (ii) be sufficiently detailed in order to assist in the identification of the source of a security event and enable a sequence of events to be recreated, (iii) record date, time, description of the event, success or failure indication, and source information (Internet Protocol (IP) address/hostname) for all access attempts, (iv) record all system administrator and system operator activities, (v) be reviewed periodically for anomalies, (vi) be stored on a centralized log server or media that is difficult to alter, and (vii) be maintained and protected from tampering by restricting access to systems that store log information. System clocks must be synchronized to a trusted time server source so that time/time zone is accurately maintained on all information systems and network devices to ensure logs files have consistent time stamp information recorded. An automated log analytical tool must be deployed for real-time event correlation and behavior anomaly detection across the network to identify threats. Audit logs must be retained by Sensus for at least ninety (90) days from creation.

7.6. Vulnerability Management. Sensus shall maintain a centralized vulnerability management program to (i) prioritize assets by risk, (ii) test for vulnerabilities of operating systems and applications, (iii) analyze and classify the criticality of vulnerabilities, and (iv) report, remediate, and verify remediation. The vulnerability management program shall include procedures to (i) validate the updates are from an authorized source, (ii) ensure Sensus's management approval prior to patch deployment, (iii) apply software and firmware updates, such as patches, service packs, and hot fixes supporting systems, and infrastructure in a consistent, standardized and prioritized manner based on risk level, which includes patching high and critical vulnerabilities within thirty (30) days of release, (iv) implement risk mitigation controls if a security patch cannot be promptly applied until such time as patches can be applied, (v) address the notification of zero-day vulnerabilities and the application of advised work-arounds promptly, and (vi) deploy patches and updates to systems from a centralized service that manages and distributes updates. Sensus shall maintain a change log containing details of the most recent patch or maintenance level of operating systems.

7.6.1 Vulnerability Management Scans. Sensus shall authorize the City to conduct Vulnerability Management Scans on systems that maintain City of Liberty data. These Vulnerability Management Scans will be conducted utilizing commercial available 3rd party services and results of scans will be shared with a designated named Sensus party, specified by the Sensus. The scope, timing, communication, and impact of such testing shall be clearly defined and agreed upon by the Parties in writing, minimum of monthly testing required.

7.7. Denial of Service. Sensus shall have measures in place to detect and mitigate denial-of-service and distributed denial-of-service attacks from the Internet.

7.8. Security Testing. At Sensus's sole expense, Sensus or Sensus's chosen qualified independent third-party shall perform an external penetration test at least annually on its public Internet accessible assets and an internal penetration test at least annually or after a major upgrade or modification in the infrastructure using industry standard threat assessment tools and methods. Sensus will perform continuous automated vulnerability scans on all systems on the network. Upon request by City, Sensus shall provide City with a written summary report that describes the (i) vulnerabilities discovered, (ii) relative risk of any vulnerability, and (iii) steps taken by Sensus to remediate the vulnerabilities. If Sensus does not perform its own penetration testing, Sensus will facilitate City performing vulnerability or penetration tests on a weekly basis. The scope, timing, communication, and impact of such testing shall be clearly defined and agreed upon by the Parties in writing.

7.9. Data File Transmission. Unless otherwise specified in the Agreement, data files that must be exchanged between City and Sensus that: (i) require any type of batch processing, (ii) need to be sent or received automatically (with minimal to no human interaction), or (iii) need to be exchanged from point-to-point on a consistent schedule, shall be routed through City centralized enterprise data file transmission services.

7.10. Remote Access. Only authorized Sensus Personnel shall have remote access to any environment that processes, transmits, or stores City Confidential Information. Remote access must be controlled by secure access control protocols, encryption, and authentication. Approved remote connectivity, shall be approved by the City of Liberty's Information Security Officer or IT Director and shall be accomplished via multi-factor authentication and encrypted transmissions with a remote access solution.

7.11. Wireless Access. Only approved wireless access points shall exist on Sensus's network. Sensus shall implement and maintain network security policies and processes that identify, track, manage, and control approved wireless access points. Sensus's process shall ensure that: (i) industry standard encryption methods based on 802.1x standards are used for communication, (ii) wireless devices used by Sensus Personnel contain an authorized configuration, (iii) guest access occurs on a separate network (not Sensus's network) in accordance with Sensus remote access procedures/requirements, (iv) quarterly scans for rogue access points are performed, and (v) identified rogue access points are disconnected from the network.

7.12. Electronic Communications. If Sensus sends e-mail on behalf of City, Sensus shall provide spoofing protection, integrity protection, encryption, and authentication by deploying (i) Sender Policy Framework (SPF), (ii) Domain Keys Identified Mail (DKIM), (iii) Domain-Based Message Authentication, Reporting, and Conformance (DMARC), (iv) TLS, and (v) Secure/Multipurpose Internet Mail Extensions (S/MIME) protocols. Unless specifically provided for in the Agreement, Sensus shall not use SMS messages or voice calls to perform out-of-band authentication, or include links or hypertext in e-mail communications, directing City clients to City websites.

7.13. Data Loss Prevention. Sensus shall deploy measures to detect and prevent unauthorized data leakage and breaches of City Confidential Information.

7.14. Oversight and Audit. Sensus conducts an external independent third party audit at least annually and in accordance with applicable regulatory and industry standards. SOC II or equivalent report will be provide to customer annually.

8. Intentionally Omitted.

9. Incident Management

9.1. Incident Response Program. Sensus must have documented information security incident procedures that enable effective and orderly management of security incidents. The procedures must cover the reporting, analysis, monitoring, and resolution of security incidents. Reported security incidents shall be verified and then analyzed to determine their impact. Sensus shall classify, prioritize, and document all confirmed incidents.

9.2. Incident Response Team. Security incidents shall be handled by a dedicated security incident response team or Sensus Personnel who are trained in handling and assessing security incidents in order to ensure appropriate procedures are followed for the identification, collection, acquisition, and preservation of information related to the incident.

9.3. Incident Response Program Testing. Sensus shall conduct periodic incident response scenario sessions to ensure the incident response meets program response guidelines. Sensus Personnel associated with the incident response team shall understand current threats and risks, as well as their responsibilities in supporting the incident response activities.

9.4. Incident Management Notification. Sensus shall notify the City of any unauthorized data disclosure or security incidents, within 48 hours of disclosure or incident, that may have impacted the unauthorized access or disclosure of City data.

10. Business Continuity and Disaster Recovery

10.1. Business Continuity and Disaster Recovery Program. Sensus must maintain a documented organizational Business Continuity Plan (BCP) and have a Disaster Recovery (DR) program designed to ensure that Sensus can continue to function through operational interruption and continue to provide services, as specified in the Agreement.

10.2. Business Impact Analysis. Sensus shall perform a business impact analysis periodically to identify critical business processes and technologies that should be recovered first in the event of an operational interruption.

11. Compliance

11.1. Technical Compliance Review. Sensus shall periodically review information systems that process, transmit, or store City Confidential Information or conduct such review when significant changes occur for compliance with Sensus's information security policies and standards.

12. Application Security

12.1. Access Control. Sensus must use a role-based access control model and differentiate access levels for end-users and privileged access (i.e., systems administrators). Utility programs capable of overriding system and application access controls shall only be utilized by authorized Sensus Personnel and only to the extent there is a valid business reason to do so. Applications shall be configured to require users to change temporary passwords immediately upon initial log-in. Digital authentication information shall be encrypted. Sensus shall provide a means through which City can: (i) periodically obtain credentials (not including passwords) and entitlements of City Personnel, and (ii) request and remove City user access and change City user entitlements.

12.2. Secure Development Environment. Sensus shall secure development environments for system development and integration efforts that cover the entire system development lifecycle. Sensus shall ensure that applications are developed such that system error messages are not displayed to end-users, any testing configurations are removed prior to production deployment, and City Confidential Information is not used for testing and development, or is stripped of all personally identifiable information and is completely scrubbed and anonymized rendering the subject(s) of the City Confidential Information non-identifiable before use. Sensus must enforce separation of duties between Sensus Personnel assigned to development/test environment and those assigned to the production environment.

12.3. Application Security Testing. Sensus shall conduct testing of information security functionality during application development. Sensus shall: (i) test the application at least annually or after major changes for security vulnerabilities, and (ii) ensure vulnerabilities are remediated in a timely manner. Vulnerability assessments shall be based on industry standards and Sensus shall test all software products, applications, firmware, web services, and application interfaces to identify and correct security vulnerabilities including but not limited to (i) cross-site scripting, (ii) buffer overflows, (iii) information leakage, and (iv) SQL injection. Upon request by City, Sensus will provide (i) reasonable cooperation to City to permit City to perform security testing of any Internet-facing applications, or (ii) security testing results to ensure that medium and critical vulnerabilities were remediated.

12.4. Source Code. Access to source code for applications that process, store, or transmit City Confidential Information must be restricted to authorized Sensus Personnel. Sensus shall: (i) utilize industry-standard secure coding best practices, (ii) have documented change management and version control procedures for source code changes, and (iii) log and monitor access and changes to source code. Sensus shall ensure any open source software is free of malware and defects.

12.5. Authentication. Applications that process, transmit, or store City Confidential Information shall support single sign-on using federated identity management to authenticate access by City users. For all other users, and unless otherwise agreed to by the Parties, Sensus shall design and implement the application to use a unique user ID and password in order to access and use the application. The application configuration shall: (i) require users to re-enter their password to reactivate their session after fifteen (15) minutes of inactivity, (ii) utilize HTTPS with valid server certification, and (iii) use authentication and authorization mechanisms, including the use of access control lists, to ensure that City Confidential Information can only be accessed by authorized users. Applications that process, transmit, or store City Confidential Information or are involved in the movement of funds as part of the provision of Sensus's Services, are required to support multi-factor authentication and layered security controls as defined in the Agreement.

12.6. Application Logging. Application logs shall capture the following activities: (i) user account management, success, and failure for creation and deletion of users, changes in access or authorizations, and changes to permissions, (ii) authentication and access control, success and failures, (iii) security related administrative functions, including changes to the security configuration settings, (iv) money movement transactional events, and (v) significant actions as may be required by the terms of the Agreement.

12.7. Privacy Policy. Public facing websites shall include an active link to Sensus' Privacy Policy.

12.8. Web services. Web services shall support industry-standard protocols to maintain message integrity, encryption, and token-based authentication.

13. Security

13.1. Sensus-Managed Mobile Devices. Configuration and security settings for Mobile Devices that access City Confidential Information shall include, but not be limited to: (i) device passwords, (ii), and (iii) installation of and updates to firewall and anti-malware utilities as appropriate. For Effective Mobile Devices that are smartphones, tablets, or other personal data assistants, and have access to City Confidential Information, the controls shall also include: (i) the ability to remotely wipe all data and applications on the Mobile Device in the event of loss or theft, (ii) factory reset of device after a Sensus specified number of incorrect consecutive login attempts, and (iii) the ability to block access from such Mobile Devices that have been compromised.

13.2. Mobile Application Security. Where a mobile application is used to access City Confidential Information, data will reside on server-side storage or be containerized and stored apart from other files and the operating system.

14. Human Resources Security

14.1. Sensus acknowledges security policies during new employee on-boarding process.

14.2. Sensus conducts background verification check for Sensus personnel in accordance with relevant laws and CJIS regulations. The background checks are commensurate to an individual's job duty and include at minimum social security verification and a criminal history check.

14.3. Sensus maintains a disciplinary process to take action against personnel that do not comply with Sensus policies, including but not limited to, those put in place to meet its security, availability and confidentiality commitments and requirements.

15. Definitions

Capitalized terms not defined elsewhere in this Exhibit or in the Agreement have the meanings below:

15.1. "Intrusion Detection System (IDS)" means a security inspection system for computers and networks that allows for the inspection of systems activity and inbound/outbound network activity. The IDS key function identifies suspicious activity or patterns that may indicate a network or system attack.

15.2. "Intrusion Prevention System (IPS)" means a more sophisticated Intrusion Detection System (IDS) that allows administrators to configure predefined actions that should be taken if suspicious activity is detected.

15.3. "Mobile Device" means a piece of equipment that can be carried off the City or Sensus premises. Mobile Devices include laptops, netbooks, personal digital assistants, cellular telephones, smartphones, tablets, and other handheld devices used to store or communicate data.

15.4. "Physical Media" means any portable media used to store data including, but not limited to, (i) magnetic tapes and disks, (ii) cartridges, including 9-track, DAT, and VHS, (iii) optical disks, (iv) microfilm/fiche, (v) paper, and (vi) static memory devices (i.e., USB "memory sticks").

15.5. "Privacy Policy" means an official statement (located on a public-facing website addressing the type of information an entity collects, how the information is used, how the individual may access this data, and the steps for removing data. A privacy statement usually includes information about how the entity protects the information it collects and uses.

15.6. "Sensus Personnel" means any Sensus employee or authorized agent working on behalf of Sensus.

Exhibit A-4

**Statement of Work
(Sale through VAR)**

This document is designed to assist the Client with the planning the installation of a Sensus AMI System. For illustrative purposes, an architectural diagram is provided below that depicts equipment to be installed at the BASESTATION site and the Client site which will typically house the RNI. In addition, the following pages provide details pertaining to responsibilities of Core & Main LP and Client during the planning, installation and commissioning of the FlexNet AMI System.

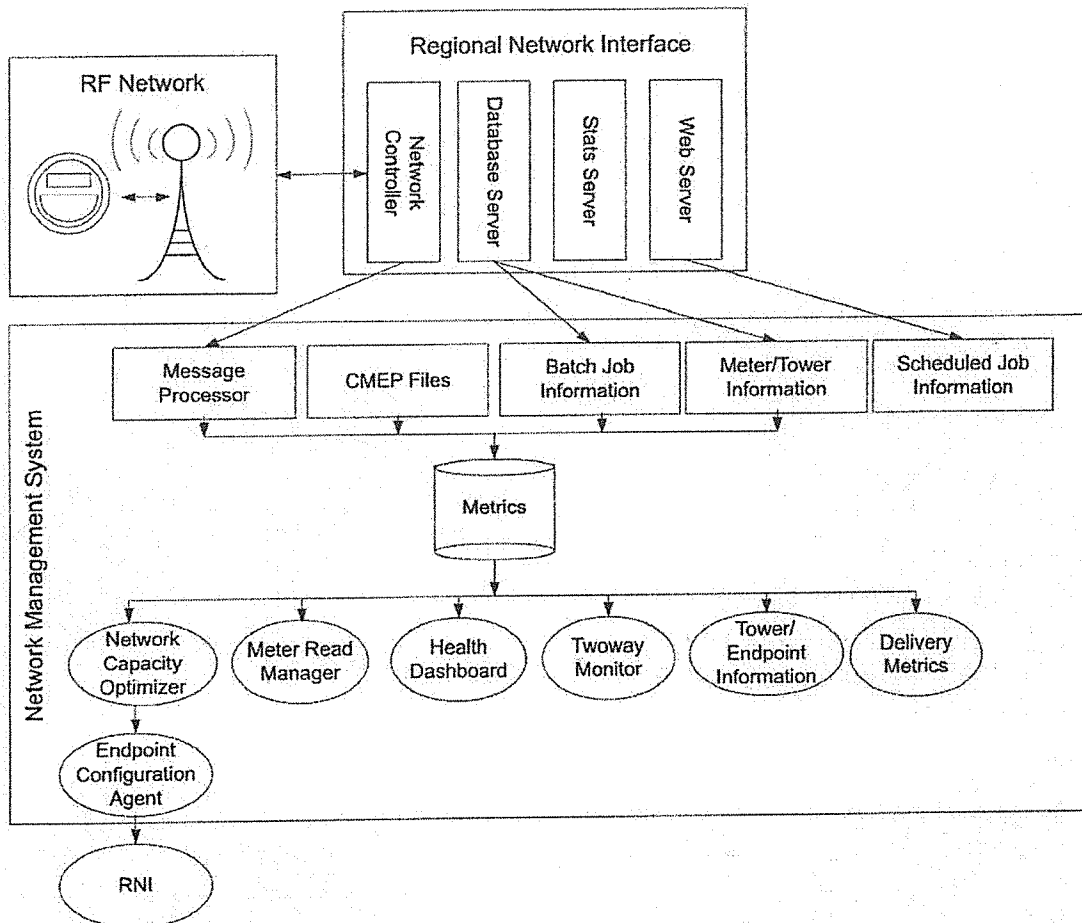


Diagram 1 – FlexNet AMI Diagram

General Responsibilities:

Core & Main will:

1. Provide a project manager to coordinate all FlexNet installation activities with the Client and be the main contact point between the Client and Sensus during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by Client.
2. Provide Client a Sensus certified propagation study that determines the locations best suited for installation of the BASESTATIONS and to ensure proper communications with end point transmitters and the RNI.
3. Work with Sensus to commission the RNI hardware and software remotely.
4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices
5. Schedule training familiarization / operators training for head end software to Client identified personnel at the Client's location.
6. Hire a qualified installation contractor to install the antennae and cable that runs between the basestation and the antenna.

Client will:

1. Provide a verified, clean laptop system for any on-site work performed by Core & Main or subcontractor associated with any BASESTATION or RNI infrastructure. All files installed on City's AMI or RNI platform must be verified and security scanned by the City's IT Department prior to uploading on the City's infrastructure. Failure to comply will result in non-compliance of security protocol and removal from site. Any fees or damages due to a violation of this policy will be a direct liability to Core & Main and subcontractors where applicable.
2. Provide a key point of contact, contact information, for project management activities to work with the Core & Main project manager to help facilitate a timely installation of the FlexNet system.
3. Perform all site preparation work for the RNI and BASESTATION's. Previously conducted Sensus certified propagation study indicated BASESTATION locations at City owned water towers for adequate coverage of Client's service area. Any additional BASESTATION or Echo Transceiver/Remote Transceiver infrastructure will require negotiation of additional costs by Core & Main and Client.
4. Be responsible to provide the network infrastructure in the Power and RNI Location areas in Diagram 1, including network cabling and power identified in blue in Diagram 1.
5. Be responsible for monthly and annual fees associated with the network access for all sites where network access is needed.
6. Be responsible to provide communications link between the Regional Network Interface (RNI) and BASESTATION.
7. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Client's internal network.
8. Be responsible for the installation of Meters, SmartPoint Modules, Load Control, Home Area Network, and Automation Devices.

RNI Responsibilities:

The RNI will be a SAAS model that will be stored at one of Sensus secure data sites. If Owned Model is available Client will be required to purchase the servers through Sensus and provide adequate power and room to house the servers.

Core & Main will:

1. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
2. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network, including interface for data to be imported for billing purposes.

3. Work with Sensus to Test, and verify proper network connectivity to access the BASESTATION.

Client will:

1. Purchase all needed FlexNet (RNI) computer equipment.
2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the BASESTATION sites.
3. Provide the necessary static IP addresses for the FlexNet system components.
4. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.
5. Provide remote network access to the FlexNet BASESTATION network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

Infrastructure Site Responsibilities

BASESTATION:

Core & Main will:

1. Instruct Client concerning infrastructure site preparation work, and verify work is done correctly.
2. Coordinate the installation and commissioning of FlexNet Infrastructure for proper operation.
3. Hire a competent contractor to install the antenna and related components.
4. Provide the necessary antennas, mounts, cable and other antenna components for the BASESTATIONS.
5. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.

Client will:

1. Purchase the required number of BASESTATIONS.
2. Be responsible to provide an area at the BASESTATION site for installation of the BASESTATION at a Client provided site.
3. Be responsible to provide a 120 VAC power source to the BASESTATION. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be at the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
4. Hire a certified electrician to connect all power to the BASESTATION.
5. Be responsible to provide network access at the site where the BASESTATION is located. Client should consult with Core & Main about the available options for network connections between BASESTATION and RNI.
6. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to the BASESTATION installation.
7. Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
8. Be responsible to provide any conduit or trenching needed to run the data cable to the BASESTATION. Client is responsible to assure that data cable is located to final location of the BASESTATION.
9. Be responsible to provide security at BASESTATION location.

10. Be responsible to provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the BASESTATION. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs per square inch.
11. Be responsible to provide 240 VAC of power to the BASESTATION unit should an outdoor cabinet be required. Receptacles to be located within 1 foot of the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes. 1
12. Be responsible for installing grounding material at the location of the BASESTATION installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the BASESTATION.
13. Be responsible for proper ground field at the BASESTATION site.
14. Be responsible for getting access/permission to any structure that is not owned by the Client.
15. Prepare the site for the BASESTATION by completing the below tasks:
 - a. Site must have a network connection available for the BASESTATION to communicate with RNI. The Ethernet connector on the BASESTATION unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the BASESTATION such as Juniper router / firewall, switches, etc. will be Client provided.
 - b. Client will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.)
 - c. Provide suitable antenna mounting structure such as a tower, mono-pole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
 - d. Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
 - e. Outdoor site installation single phase 240 VAC 30 amp circuit from Meter bank to disconnect panel on BASESTATION
 - f. Outdoor site shall have installation of BASESTATION concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb. Sq.ft.
 - g. Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.
 - h. Site must have all RF, and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended

Echo Transceiver / Remote Transceiver Responsibilities

Core & Main will:

1. Provide mounting brackets for installation.
2. Identify the optimum location to install the Echo Transceiver/Remote Transceiver and communicate those locations to Client.
3. Echo Transceiver/Remote Transceiver locations will be identified only after sufficient FlexNet Base Stations and endpoints have been installed and it is apparent that additional infrastructure in the form of Echo Transceivers/Remote Transceivers is required to optimize system performance.
4. Install the Echo Transceiver/Remote Transceiver units and ancillary equipment necessary to a structure.

Client will:

1. Provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Echo Transceiver/Remote Transceiver will be installed to supply all necessary power requirements. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.

3. Initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Echo Transceivers/Remote Transceivers.
4. Provide adequate electricity to the Echo Transceiver/Remote Transceiver locations and be responsible for any and all recurring electricity charges for Echo Transceiver/Remote Transceiver operations.
5. Be responsible for on-going maintenance and support of the equipment after installation.

SmartPoint Module Installation Responsibilities

Core & Main will:

1. Train the installation team (Installation subcontractor included) on how to properly program / activate SmartPoint Modules on to the FlexNet system.
2. Train the installer (Installation subcontractor included) to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting SmartPoint Modules and installation errors.
3. Work with Sensus to investigate any SmartPoint Modules that have not registered on the network once the installer has completed SmartPoint Module installation.

Client will:

1. Be responsible to purchase end points and transmitters.
2. Be responsible to install or hire an installation contractor to install all end points transmitters to be used in the system.
3. Be responsible to assign an internal employee and/or installation contractor as a SmartPoint Module auditor to ensure installation work is correct.
4. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper SmartPoint Module installation.
5. On an ongoing basis, be responsible to visit and troubleshoot SmartPoint Modules that are not reporting into the system. Investigate any non-reporting SmartPoint Modules to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
6. Coordinate with the Core & Main to establish a SmartPoint Module installation schedule, shipment quantities, and overall project timeline.

Miscellaneous Responsibilities

Client will:

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

Appendix B

(Reserved)

APPENDIX C

(Reserved)

Appendix D

WARRANTY

The warranties on water meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment included in Project Materials and Supplies that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each meter manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit D-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of meters occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date when the Client receives manufacturer's shipment of such equipment as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS and EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a water meter noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meters or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work and Services provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed or such Services were provided (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work or Services during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work or Services necessary to bring Core & Main's installation Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Exhibit D-1

Manufacturers' Warranties

Attached to this Exhibit D-1 are the manufacturers' warranties for each of the manufacturers of Project Materials.

Sensus Limited Warranty

1. General Product Coverage. Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").

2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

3. ally® Meters that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at sensus.com/ally/datasheet for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

4. iPERL® Meters that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at sensus.com/iperl/datasheet or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

5. Maincase of the SR II in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

6. Sensus OMNI™ Meters and Propeller Meters are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

7. Sensus accuMAG™ Meters are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

8. Sensus Registers are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI Register with Battery	10 years

9. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at sensus.com/TC.

10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years ¹
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
FlexNet Base Station (including the R100NA and M400 products)	1 year
iPERL System Battery and iPERL System Components	20 years ²
Sensus® Electronic Register+™	20 years ¹
Sensus® Smart Gateway Sensor Interface	1 year
SmartPoint® 510M/520M Modules and Batteries	20 years ²

Footnote 1: Sensus will repair or replace non-performing:

- Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries;
- Sensus Electronic Register+ with hourly reads

for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Footnote 2: Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads
- SmartPoint 510M/520M Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years ³
Sensors	5 years
Valve & Gear Motor	5 years ⁴
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ³

Footnote 3: If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

Footnote 4: Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

12. iPERL and ally Connectors and Cables are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

15. Return. Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. Warranty Exceptions and No Implied Warranties. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE

BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

DELEGATION OF AUTHORITY

I, Richard B. Schaefer, Regional Vice President of Core & Main LP, a Florida limited partnership (the "Company"), hereby delegate authority to Robert W. Bollin, District Manager (the "Delegate"), to execute and deliver the response to the Master Project Agreement (the "Document") to the City of Liberty, Missouri, and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand this April 18, 2019.

CORE & MAIN LP, a Florida limited partnership

By: Richard B. Schaefer
Richard B. Schaefer, Regional Vice President



**CITY COUNCIL
ACTION REPORT**
Meeting Date: June 2, 2025
A/R No.: 2025-161

Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

Subject: Resolution approving the updated regional multi-jurisdictional natural hazard mitigation plan in order to accept current and future updates pertaining to the natural hazard mitigation plan and to continue work towards becoming a safer community

Summary:

- The Disaster Mitigation Act of 2000 requires that all communities have a FEMA-approved natural hazard mitigation plan.
- All local governments must have an approved hazard mitigation plan to be eligible to apply for and receive certain funds or grant opportunities.
- The City of Liberty approved its first plan in November 2004.
- The purpose of hazard mitigation is to reduce loss of life and property by lessening the impact of natural, man-made and technological disasters.
- The updated plan is a continuation of the mitigation planning that was approved in 2004.
- The plan provides a framework for hazard mitigation planning, both regionally and locally.
- The plan will be reviewed and updated at five-year intervals.

Background:

Since its beginnings in the early 1800s, the Kansas City Metropolitan Area has experienced the adverse affects of natural disasters. Historical records indicate that natural hazards, particularly floods and tornadoes, have had a profound effect on the region. Unfortunately, there is no way to prevent disasters from occurring. The impact of disasters, however, can be mitigated. Their effects can be lessened and losses reduced through the development and application of prudent hazard mitigation strategies and actions. In doing so, the Kansas City Metropolitan Area can be made to be a safer place to live, work and play.

As of November 2004, all local governments must have an approved hazard mitigation plan to be eligible to apply for and receive certain funds under this program. This FEMA program provides funds to communities to mitigate the impact of natural disasters, such as floods and tornadoes. MARC, at the request of SEMA and in partnership with the Missouri Association of Councils of Government (MACOG), has developed this Regional Multi-Hazard Mitigation Plan to assist the local governments, school districts, businesses, community groups and citizens of Cass, Clay, Jackson, Platte and Ray counties with hazard mitigation planning, implementation and evaluation. This plan addresses both the natural and technological hazards that may affect the Kansas City region, including tornadoes, floods, severe winter weather, drought, heat waves,

earthquakes, dam failures, wildland fires, hazardous materials incidents, emerging infectious disease, civil discord and mass transportation accidents.

Hazard mitigation is a dynamic and ongoing process. This plan is a continuation of the mitigation planning work that was initially approved by the Council in November 2004. It provides a framework for hazard mitigation planning, both regionally and locally. This plan will be reviewed and updated at least annually to determine the effectiveness of mitigation actions; reflect changes in laws or regulations and/or policies; re-prioritize mitigation actions, if necessary; and consider other issues affecting hazard mitigation in the Kansas City metropolitan area.

This resolution will give the Mayor the authority to approve current and future resolutions pertaining specifically to updates of the Regional Natural Hazards Mitigation Plan.

Previous Action (if applicable):

Approved Updated HMP Resolution 2020

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Resolution approving an updated 2025 Hazard Mitigation Plan
2. City of Liberty, MO HMP Community Goals and Mitigation Actions 2025

RESOLUTION NO. _____

A RESOLUTION APPROVING THE UPDATED REGIONAL MULTI-JURISDICTIONAL
NATURAL HAZARD MITIGATION PLAN IN ORDER TO ACCEPT CURRENT AND
FUTURE UPDATES PERTAINING TO THE NATURAL HAZARD MITIGATION PLAN
AND CONTINUE WORK TOWARDS BECOMING A SAFER COMMUNITY

WHEREAS the City of Liberty, Clay County, Missouri recognizes that no community is immune from natural hazards whether it be tornado/severe thunderstorm, flood, severe winter weather, drought, heat wave, earthquake, dam failure or wildfire; and recognizes the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, the City of Liberty, Clay County, Missouri continues to pursue measures such as building codes, fire codes, floodplain management regulations, zoning ordinances, and storm water management regulations to minimize the impact of natural hazards: and

WHEREAS, the Federal Emergency Management Agency and the Missouri State Emergency Management Agency have developed a natural hazard mitigation program that assists communities in their efforts to become Disaster-Resistant Communities that focus, not just on disaster relief, but also on recovery and reconstruction that brings the community to at least pre-disaster conditions in an accelerated, orderly and preplanned manner; and

WHEREAS, by participating in the Natural Hazards Mitigation Plan program, the City of Liberty, Clay County, Missouri will be eligible to apply for post-disaster mitigation funds; and

WHEREAS, the City of Liberty will implement pertinent precepts of the mitigation plan in cooperation with community partners and by incorporation of relevant information into other community plans and mechanisms where appropriate; and

WHEREAS, the City of Liberty will participate in the evaluation and review of the Plan after a disaster, as well as complete a mandated five-year update submitted to the State Emergency Management Agency and the Federal Emergency Management Agency for review and approval; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty, Clay County, Missouri, approves the updated Regional Multi-Jurisdiction Natural Hazard Mitigation Plan for the purpose of building a safer community by reducing natural hazard vulnerability; and

RESOLUTION NO. _____ (CONT.)

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

2025 Liberty Mitigation Strategy					
Mitigation Goals and Action Steps	Plan Year	Status of Project	Status Explanation	Type of Mitigation Activity	Priority
Tornadoes					
Continue to educate the public about the importance of having a weather radio in their home					
Outreach at local events	2020	Ongoing	Community outreach using CERT volunteers to distribute information to the public at local events.	Education and Awareness Programs	High
Encourage building practices and the use of materials that reduce the damaging effects of tornadoes.					
Work w/ trade orgs to inform builders/ developers of construction techniques and materials that may minimize tornado/ high wind damage to residential/ commercial structures.	2020	Ongoing	Ensure building codes pertaining to wind damage mitigation requirements are being followed	Education and Awareness Programs	High
Encourage construction of community tornado shelters in office complexes, factories, apt complexes, schools mobile home parks, stadiums, and other large population					
Consider adopting ordinances or regs requiring the construction of tornado shelters in new buildings where people live, work or congregate.	2015	Deferred		Local Plans and Regulations	Medium
Offer residential/ commercial builders/developers tax incentives to construct safe rooms/community shelters in new public facilities.	2015	Deferred		Local Plans and Regulations	Medium
Work with chambers of commerce, school districts, corporations, etc. to promote benefits of safe rooms.	2020	Ongoing		Education of stakeholders in meetings such as our Safe Schools Task Force.	Medium
Encourage electric and telecommunications utilities to protect their existing infrastructure from the effects of tornadoes and high winds.					
Adopt ordinances or regulations requiring the underground placement of new electric and telecommunications transmission lines.	2020	Ongoing	All new residential and commercial construction has buried electrical service lines.	Plan reviews are completed for all building projects within the city to ensure compliance	High

Anchor or strengthen above-ground transmission lines, poles and similar structures.	2015	Deferred	Lack of resources and funding	Infrastructure Projects	Medium
Ensure public facilities have shelters to accommodate staff and visitors during tornadoes/ nat. hazards.					
Consider adopting policies requiring incorporation of safe rooms/shelters in new public facility construction.	2020	Ongoing	While a low cost item we lack resources and funding to incorporate into public structures	The city will follow its own building and fire codes that require this	Low
Retrofit or add shelters to existing public facilities with inadequate protection from tornadoes and high wind.	2015	Deferred	Lack of resources and funding	Infrastructure Projects	Medium
Improve storm warning capabilities.					
Continue to hold monthly siren tests	2020	Ongoing		Local Plans and Regulations	High
Continue to upgrade outdoor warning sirens as funding allows	2020	Ongoing	Lack the necessary funding. Will have to seek grant opportunities in order to replace aging outdoor sirens as well as adding sirens to areas that have recently opened for development.	Structure and Infrastructure Projects	Medium
Continue to work with cable providers to ensure protocols and policies in place to allow for emergency interruption warnings and messages.	2015	Deferred	Lack the resources and funding for cable interrupt services.	Education and Awareness Programs	Medium
Increase public awareness and understanding the benefits of "safe rooms."					
Develop, distribute informational materials on safe rooms.	2020	Ongoing	Lack the resources and funding for development.	Education and Awareness Programs	Low

Partner w/ trade orgs. to conduct safe room workshops.	2015	Deferred	Lack of resources	Unspecified	Medium
Floods					
Develop plans and adopt policies to address sound stormwater and flooding challenges					
Adopt new stormwater engineering design and management standards and stream setback development standards to reduce the risk of stream and flash flooding	2025	New	Metro KC APWA Section is working with consultants to complete the new standards in 2025	Local Plans and Regulations	High
Discourage new development in floodplains and flood-prone areas.					
Levy fees on new residential, commercial and infrastructure development in floodplains or flood-prone areas to finance flood mitigation, preparedness, response and recovery actions.	2015	Deferred	The city does not allow development in flood plains or flood prone areas	Local Plans and Regulations	Medium
Enhance public awareness and education efforts related to flooding.					
Encourage home owners and businesses to purchase flood insurance.	2015	Deferred		Education and Awareness Programs	Medium
Obtain brochures and related publications on flood mitigation, preparedness, response and recovery from FEMA, SEMA, the American Red Cross and other organizations and provide them to home owners and businesses in flood-prone areas.	2020	Ongoing	Community outreach using CERT volunteers to distribute information to the public at local events.	Education and Awareness Programs	Low
Partner with emergency services, public health, human services organizations, appropriate state and federal agencies and the business community to conduct special public education events, such as a Flood Mitigation and Preparedness Workshop.	2020	Ongoing	Community outreach using CERT volunteers to distribute information to the public at local events.	Education and Awareness Programs	Medium
Examine repetitive flood loss properties in each county and determine feasible and practical mitigation options.					
As funding allows, repetitive flood loss properties and structures will be targeted for buyout.	2015	Deferred	Lack of funding and the city currently does not have any repetitive flood loss properties	Structure and Infrastructure Projects	low
Identify potential funding opportunities to implement mitigation options for repetitive flood loss properties.	2015	Deferred	Lack of resources	Infrastructure Projects	Medium

With stakeholders, explore incentive options to encourage property owners to take action to prevent or reduce future flood losses	2015	Deferred	Lack of resources	Structure and Infrastructure Projects	Medium
**Work with owners of repetitive flood loss properties to identify feasible mitigation strategies and potential opportunities; determine property owners' interest in specific mitigation options.	2020	Ongoing	The city currently does not have any repetitive flood loss properties.	Structure and Infrastructure Projects	Low
Implement or improve flood warning systems.					
Determine the need for stream gauges in waterways without flood warning systems or additional stream gauges in waterways with flood warning systems already in-place.	2015	Deferred		Structure and Infrastructure Projects	Medium
Develop and implement procedures to quickly analyze and disseminate information from flood warning systems to the public.	2015	Deferred		Structure and Infrastructure Projects	Medium
Work with local governments and other stakeholders to share data from flood warning systems in multiple jurisdictions.	2015	Deferred		Structure and Infrastructure Projects	Medium
Improve flood hazard assessments and flood mapping.					
**Conduct an in-depth flood risk analysis utilizing HAZUS data and create detailed maps based on GIS technology to identify areas at risk from flooding.	2020	Ongoing	The city utilizes GIS data from FEMA and the Army Corp of Engineers.	Have used the data to identify potential risks to the community	High
**Coordinate the collection of demographic, economic, watershed, land use and other data required by the HAZUS-Flood software program and/or GIS systems.	2020	Ongoing		Local Plans and Regulations	Low
**Obtain parcel data (assessed valuation and other information) for flood boundary areas and enhance vulnerability assessments for these areas.	2020	Ongoing		Local Plans and Regulations	Low

**Partner with FEMA in the Cooperating Technical Partners (CTP) Program to increase local involvement in, and ownership of, the flood mapping process.	2020	Ongoing		Local Plans and Regulations	Low
Purchase HAZUS-Flood software from FEMA, possibly in conjunction with other local or regional stakeholders.	2015	Deferred	The city utilizes GIS data from FEMA and the Army Corp of Engineers.	Local Plans and Regulations	Medium
Integrate flood mitigation strategies with projects and activities designed to (1) protect, restore or enhance ecosystems and the environment and/or (2) create recreational areas, such as sports fields, parks, wildlife habitats, etc.					
	2020	Ongoing		Infrastructure Projects	Low
Consider the construction of detention basins, small lakes and greenways or riparian corridors in areas of new development to channel and catch storm water, thereby reducing the likelihood of flooding.	2020	Ongoing	The city follows regional stormwater guidelines issued by the MARC	Structure and Infrastructure Projects	High
Develop partnerships between regional emergency management, floodplain management and environmental groups to educate one another and the public of the benefits of collaboration and identify specific programs and activities that can be developed and implemented	2020	Ongoing	The city continues to participate in regional stormwater management practices	Local Plans and Regulations	Low
Identify funding sources for the acquisition of flood-prone land for environmental, recreational and flood mitigation uses.	2015	Deferred	Lack of resources	Local Plans and Regulations	Medium
In concert with existing comprehensive and land use plans, develop a strategy for acquiring flood-prone property for use as open space or park land.	2015	Deferred	funding. The city currently does not have any flood prone properties	Structure and Infrastructure Projects	Medium
Work with area environmental groups, property owners and other stakeholders to develop and implement flood mitigation strategies that also promote the restoration and/or sustainability of fish and wildlife habitats	2015	Deferred	Lack of resources and the city currently does not have any flood prone properties	Structure and Infrastructure Projects	Medium
Participate in, and ensure compliance with, flood mitigation and floodplain management programs.					

Obtain the latest copies of flood insurance rate maps (FIRMs), floodplain maps and similar documents.	2020	Ongoing		Local Plans and Regulations	Low
Participate in the National Flood Insurance Program (NFIP) and consider participation in the Community Rating System (CRS).	2025	Ongoing		Local Plans and Regulations	Low
Reduce flood-related damage to public, residential and commercial property in flood-prone areas through structural and nonstructural retrofits or removal of property					
As funding allows, repetitive flood loss properties and structures will be targeted for buyout.	2015	Deferred	funding. The city currently does not have any flood prone properties	Structure and Infrastructure Projects	Medium
Elevate public facilities in flood-prone areas. Encourage home owners and businesses to elevate their structures.	2015	Deferred	funding. The city currently does not have any flood prone properties	Structure and Infrastructure Projects	Medium
Encourage homeowners and businesses in flood-prone areas to elevate mechanical systems (i.e., furnaces, hot water heaters, electrical panels, etc.).	2015	Deferred	funding. The city currently does not have any flood prone properties	Structure and Infrastructure Projects	Medium
Encourage utility providers to assess their facilities, distribution systems, etc. for vulnerability to flooding and, if necessary, retrofit or modify them to decrease vulnerability.	2015	Deferred	funding. The city currently does not have any flood prone properties	Structure and Infrastructure Projects	Medium
Encourage water and wastewater districts to elevate vulnerable equipment, electrical controls and other equipment at wastewater treatment plants, potable water treatment plants and pumping stations.	2015	Deferred	funding. The city currently does not have any flood prone properties	Structure and Infrastructure Projects	Medium
Severe Thunderstorms					

Description Continue to monitor weather situation and provide warnings through Public relations department					
Provide warning through public relations	2020	Ongoing	PR department is active in providing mass text and social media alerts.	Education and Awareness Programs	High

		Primary Agency Responsible for Implementation/ Administration	Estimate of Cost (\$)	Funding Source
Date of Completion	Cost/Benefit Review			
Ongoing	Low cost mechanism to increase public safety and avoid loss of life.	emergency management	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	building code official	Low	Local Budgeted Funds and Staff Time
congregation centers.				
Ongoing	Medium	planning, building code	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	emergency management	Low	Local Budgeted Funds and Staff Time
Ongoing	Low/no cost mechanism to increase public safety.	emergency management	Low	School district
Ongoing	Medium	building code official	Low	Local Budgeted Funds and Staff Time

Ongoing	Medium	planning, building code	High	HMGP, BRIC
Ongoing	Low/no cost mechanism to increase public safety.	planning, building code	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	emergency management	High	HMGP, BRIC
March-Oct	No cost mechanism to ensure sirens operate effectively.	emergency management	Low	Local Budgeted Funds and Staff Time
Will have to seek out and apply for grants to complete	Medium	emergency management	\$175,000	Local Budgeted Funds and Staff Time
Ongoing	Low cost mechanism to increase public safety and avoid loss of life.	emergency management	Low	Local Budgeted Funds and Staff Time
Ongoing	Distribution of materials is a low/no cost mechanism to increase public safety.	emergency management	Low	Local Budgeted Funds and Staff Time

Ongoing	Medium	emergency management	Low	Local Budgeted Funds and Staff Time
12/31/2026	Medium	City Council	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	floodplain manager	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	floodplain manager	Low	Local Budgeted Funds and Staff Time
Ongoing	Low cost mechanism to increase flood preparedness	emergency management	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	emergency management	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	floodplain manager	High	HMGP, BRIC
Ongoing	Medium	floodplain manager	High	HMGP, BRIC

Ongoing	Medium	floodplain manager	Low	Local Budgeted Funds and Staff Time
Ongoing	No/ or low cost to implement and require little staff support.	floodplain manager	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	emergency management	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	emergency management	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	emergency management	Low	Local Budgeted Funds and Staff Time
Ongoing	low	planning, public works	Low	Local Budgeted Funds and Staff Time
Ongoing, updating as needed	most data readily available and can be easily imported to identify potential areas for increased mitigation efforts.	planning, public works	Low	Local Budgeted Funds and Staff Time
Ongoing, updating as needed	most data readily available and can be easily imported to identify potential areas for increased mitigation efforts.	planning, public works	Low	Local Budgeted Funds and Staff Time

Ongoing	Free technical assistance to improve floodplain management	planning, public works	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	emergency management	Low	Local Budgeted Funds and Staff Time
reational opportunities for the community.				
Ongoing	Medium	recreation, public works	High	HMGP, BRIC
Developers are required to follow regional stormwater management guidelines	Medium	planning, parks and recreation, public works	High	HMGP, BRIC
Ongoing	Low cost mechanism to improve floodplain management on local and regional levels.	public works, emergency management	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	floodplain manager	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	floodplain manager	Low	Local Budgeted Funds and Staff Time
Ongoing	Medium	floodplain manager	Low	Local Budgeted Funds and Staff Time

Ongoing, updating as needed	having and maintaining most current FIRM map editions will allow for most accurate review of floodplain management.	floodplain manager	Low	Local Budgeted Funds and Staff Time
Ongoing	Will ensure reduced insurance rates for homeowners and businesses while controlling recovery costs.	floodplain manager	Low	Local Budgeted Funds and Staff Time

y.				
Ongoing	Medium	floodplain manager	High	HMGP, BRIC
Ongoing	Medium	floodplain manager	High	HMGP, BRIC
Ongoing	Medium	floodplain manager	High	HMGP, BRIC
Ongoing	Medium	floodplain manager	High	HMGP, BRIC
Ongoing	Medium	floodplain manager	High	HMGP, BRIC

Ongoing	Medium	emergency management	Low	Local Budgeted Funds and Staff Time