



Agenda

City Council Regular Session

Monday, March 9, 2026 - 7:00 PM
Council Chambers

I. Call to Order

II. Invocation and Pledge of Allegiance

- A. Council Member Shelton Ponder

III. Roll Call

IV. Proclamations

V. Approve Minutes and Summaries

VI. Meeting Schedule

VII. Consent Agenda

- A. Motion to approve the purchase of a Mueller 12" ball valve from Mid America Valve & Equipment Co. in an amount not to exceed \$35,036.00
- B. Motion to authorize a blanket purchase order for sending biosolids to the Courtney Ridge Landfill in an amount not to exceed \$270,000.00
- C. Motion to approve the emergency repair of the west lift station Flygt dry weather pump with JCI Industries, Inc. in an amount not to exceed \$54,790.19
- D. Motion to approve the purchase of replacement bulk hypochlorite storage tanks from Indelco in an amount not to exceed \$40,509.60
- E. Motion to authorize payment to First Due Holdings, Inc., for renewal of a cloud-based platform for EPCR, NFIRS/NERIS, planning and prevention, community connect, ITM, invoicing, inventory and training for the Fire Department in an amount not to exceed \$65,854.00
- F. Motion to approve the purchase of datacenter 'scale' server hardware from Logicalis, Inc. in an amount not to exceed \$106,899.07
- G. Boards and Commissions Appointment
 - 1. Tree Board
 - A. Appoint Morgan Conom to a term expiring 12/15/2028

VIII. Public Hearings

- A. Ordinance approving a plan for an Industrial Development Project authorizing the issuance of taxable industrial development revenue bonds in a maximum aggregate principal amount not to exceed \$41,052,000 and authorizing certain documents and actions in connection therewith
- B. Adoption of the 2026 Utility Rates

1. Ordinance amending Section 29-25(a) "Water Rates" of the Code of the City of Liberty, Missouri
2. Ordinance amending Section 29-49.1 "Sanitary Sewer Rates" of the Code of the City of Liberty, Missouri
3. Resolution adopting Solid Waste (Sanitation) Service Charges

IX. Ordinances, Contracts and Resolutions

- A. Ordinance acknowledging vendor payments for the period of February 13, 2026 to February 27, 2026
 1. Ordinance excluding Screen Vision Media payments
 2. Ordinance including Screen Vision Media payments
- B. Ordinance approving an agreement for services with Teklabs, Inc. for laboratory services for the Wastewater Treatment Plant in an amount not to exceed \$28,000.00
- C. 2025 Encumbrances
 1. Ordinance amending Ordinance No. 12215 Adoption of the FY2026 Budget for the City of Liberty, Missouri
 2. Ordinance amending Ordinance No. 12214 Adopting the Annual Park and Parks Sales Tax Budgets for the City of Liberty, Clay County, Missouri for the FY2026
- D. Ordinance approving an agreement for service for manhole rehabilitation for the sanitary sewer truck line with HK Solutions Group/Hydro-Klean in an amount not to exceed \$183,400.00
- E. Ordinance approving a contract for professional engineering services with Veenstra & Kimm Engineering for the Liberty Drive and Conistor Street water line replacement in an amount not to exceed \$114,700.00
- F. Ordinance approving an agreement with WithersRavenel for professional engineering services to develop a Waterline Capital Investment Model in an amount not to exceed \$44,717.00
- G. Resolution authorizing the purchase of 250 trees utilizing Fee In Lieu Tree funding which will be planted within the City of Liberty, Clay County, Missouri in celebration of the 250th anniversary of the signing of the Declaration of Independence
- H. Resolution authorizing the filing of a grant application for intersection improvements at MO-291 and Leonard Street with the Mid-America Regional Council
- I. Resolution authorizing the filing of a grant application for sidewalk improvements east along MO-291 Highway from City Park with the Mid-America Regional Council

X. Other Business

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



Department: Utilities

Submitted By: Micah Hollingsworth, Water Plant Crew Leader

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

Summary:

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

Background:

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

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: 592-70001-802-000000 | Amount: \$35,036.00 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | |
| | Funding Source: | Amount: |

Attachments:

1. Q-025-47054 Pratt Quote Jan 08 2026 (1)



a **MUELLER** brand

2048 INDUSTRIAL BLVD, KIMBALL, TN 37347
TEL: (360) 605-6641 FAX: 630-844-4191

Please reference project name and quote number on all purchase orders related to this quotation.

Date: January 8, 2026

Quote #: Q-025-47054 **Rev:** 0

Project Name: 12" DS Ball Valve Replacement
412094HP

Project Location: Liberty, MO

TO: Micha Hollingsworth
City of Liberty, MO
MID AMERICA VALVE EQUIPMENT CO
6520 W. 110TH STREET
SUITE 100
OVERLAND PARK, KS 66211
United States
Phone: 913-6422442
Fax:913-6422878

This quotation reflects our policy of sourcing materials in the most cost effective manner and is based on the attached Conditions of Sale. Any requirement for a specific US content or revision to the Conditions of Sale may require a revised quotation.

We are pleased to submit the following quote for your consideration:

The price may be subject to change to account for any unexpected cost increases, such as tariffs which will be passed through.

| <u>ITEM</u> | <u>QTY</u> | <u>LEAD-TIME</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> | <u>EXTENDED</u> |
|-------------|------------|------------------|--|-------------------|-----------------|
| 1 | 1 | 32-34 Weeks | 12" Flanged 300# with 250# drilling Rubber Seated Ball Valve, Ductile Iron Body, Ductile Iron Rotor with 316 Stainless Steel Edge, 304 Stainless Steel Shaft and Pins, EPDM Seat, Teflon Lined Fiberglass Bearings, 8 Mils Amercoat 370 Epoxy Interior, 8 Mils Amercoat 370 Epoxy Exterior, to replace valve supplied on Henry Pratt order no. 412094HP item 12, existing actuator and controls to be reused and mounted in field by others. | \$ 35,036.00 | \$ 35,036.00 |

Quote Total: \$ 35,036.00

Sincerely,
Johnathan Elliott
wellriott@muellerwp.com

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CONDITIONS OF SALE

Pricing quoted is based upon Buyer's acceptance of Seller's Standard Terms and Conditions and Limited Warranty which are attached as Attachment A. Buyer must reference Project Name and quote number on all purchase orders related to this quotation. Requested changes to Seller's Standard Terms and Conditions or Limited Warranty may result in a change of price quoted.

Commercial Terms:

FOB Point : Origin
Freight Terms : PPC Pre-Pay & Charge
Payment Terms : Net 30 Days
Price Validity : 30 Days
Warranty¹¹ : 24 Months
Packaging : Standard

Extended Warranty

ADD 2% FOR 36 MONTH WARRANTY
ADD 3% FOR 48 MONTH WARRANTY
ADD 5% FOR 60 MONTH WARRANTY

1. Quoted Prices Exclude:

1.1 All Taxes

2. Clarifications

2.1 None

3. Prices are firm and quote is valid providing:

- 3.1 Pricing quoted assumes shipment of complete quoted material within 365 days from date of a received purchase order.
- 3.2 Payment terms are extended to customers who have completed a credit application, including credit agreement, and have been approved by our Credit Department. Payment must be made in advance of shipment for all other accounts. Prices are firm for acceptance within 30 days of the bid date and apply to this quotation only. The quoted price may be adjusted within the 30 days Quote period for any unexpected cost increase, such as import tariffs. If this quote is not accepted within 30 days after bid, Seller reserves the right to re-quote and adjust price.
- 3.3 Approved drawings, if specifically required by purchase order, are returned within thirty (30) days of submittal date, with full release to manufacturing. If approved drawings are not received within 30 days, Seller reserves the right to re-quote and adjust price and/or delivery lead time.
- 3.4 Quoted shipping dates are estimates only based on shop loads and lead times of materials from outside vendors. Seller will provide updated schedules or reflect current schedules upon order acknowledgement. Lead time shall be mutually agreed to at the time of product release to manufacture and credit package approval by Seller. Seller shall not be responsible for delay in deliveries due to any cause beyond Seller's reasonable control, regardless of theory of liability.
- 3.5 If awarded any contract or Purchase Order pursuant to this Quotation, please be advised Seller may not begin production or scheduling of your Order until the above terms and conditions have been affirmed.

ATTACHMENT A

MUELLER

TERMS AND CONDITIONS OF SALE

- 1. General.** These Terms & Conditions of Sale (these "Terms") apply to all sales of products, including products, equipment and parts, or services (together, "Products") sold by Henry Pratt Company, LLC ("Seller") to any buyer (the "Buyer") order, unless otherwise governed by a superseding executed agreement ("Agreement"), to the extent such Agreement conflicts with these Terms. Seller may change these Terms at any time and any such change will be effective when posted to Seller's website. These Terms may not be amended, supplemented, changed or modified, except by an authorized Seller representative. Seller's Order acknowledgement of Buyer's purchase order will not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described. These Terms supersede any prior written or oral agreement, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, or similar document.
- 2. Orders.** Buyer's order (each, an "Order") takes place when Seller communicates its acceptance of such Order through Seller's website, facsimile, email, Order acknowledgement, or as provided in the Agreement. Once accepted by Seller, Buyer may cancel or change an Order only upon Seller's prior written consent, which may require a reasonable cancellation fee. Orders for Products that involve special material, special manufacture, engineering, or which are not normally inventoried by Seller ("Non-Catalog Products") will require payment of a reasonable cancellation charge payable by Buyer. The determination of Products considered to be Non-Catalog Products, along with the amount of the cancellation charge, shall be determined in Seller's sole discretion and will be provided to Buyer prior to the accepted cancellation of the Order. Certain third-party products, such as actuation, cannot be cancelled. Buyer may request modifications to its Order by a written change request. Seller may, in its sole discretion, accept or deny a written change request to an Order whereupon if it accepts, Seller will advise Buyer of any change to Product pricing or schedule, after which Buyer may issue a revised Order.
- 3. Standard Prices.** The Product price is the then-current price in effect at the time of the Order. Seller reserves the right to change Product pricing at any time, even during the quote period, due to any costs incurred beyond its control, such as tariffs or other sub-tier cost changes. In addition, Seller may increase Product pricing if a shipment is delayed beyond the scheduled shipping date due to Purchaser's delay, and Seller may add to the Product pricing any applicable taxes or excises imposed by any governmental authority. Seller's Product pricing, unless otherwise agreed, does not include, and Seller is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes.
- 4. Non-Catalog Product Specialty Prices:** Section 3 is hereby qualified in that the Pratt® and Hydro Gate® specialty valve and gate Non-Catalog Product pricing is valid for Product shipped within one (1) year from the date of Order. If the Order does not have a scheduled release and shipment date within one (1) year from date of Order issuance, or the Product receives a release date beyond one (1) year, Seller will apply a price adjustment made in accordance with the percentage change in the Producer Price Index by Industry: Metal Valve Manufacturing (PCU33291-33291-Not Seasonally Adjusted). The primary official source of PPI data is the BLS Website. Price adjustments shall always use the latest version of the PPI data published at the time of shipment and will be determined by comparing base rate from the index at the time of Order to the rate on the date of the shipment and determining the positive percentage change between those two dates. This percentage change will be applied to increase the Product purchase price. In addition, Seller reserves the right to apply a storage price increase against the Product price if shipment is delayed beyond the scheduled shipping date due to Buyer's delay as follows: 2% per month for Product delayed 60 days from ship date, and 4% per month for Product delayed more than 60 days. If an Order does not ship after 120 days from the ship date, Seller may invoice Buyer for the full amount due including all storage fees.
- 5. Delivery.** With the exception of Pratt® and Hydro Gate® specialty valve and gate Non-Catalog Products, which include uniquely quoted freight terms, all continental domestic U.S. Orders are shipped FOB Seller's premises, full freight allowed, for any net Product minimum Order value of \$15,000 or greater for all other Products; a 3% fee will be applied to any net Order value below these minimums at the time of invoicing. Buyer has 48 hours to add more Product to any accepted Order for the purpose of meeting the minimum value for full freight allowance. Delivery terms for international or non-contiguous U.S. Orders are Ex Works (EXW) Seller's premises unless it meets or exceeds the foregoing domestic net Order values necessary for full freight allowed, in which case international Buyers will receive delivery terms of EXW Buyer's U.S. port or designated freight forwarder. An Order that specifies a future shipping date will be shipped on or near the date specified. Any requested change to the shipping date must be made at least 30 days prior to the specified shipping date. In the event Buyer requests a delay or suspension in completion and/or shipment of the Products or any part thereof for any reason, any cost and/or scheduling impact of such delay and all such costs will be assessed to Buyer's account. Any delay period beyond 30 days after the original scheduled shipment date will require Buyer to take title and risk of loss of Products and make arrangements for storage at its cost.
- 6. Payment.** All invoices are due and payable net thirty (30) days from date of invoice. The invoice will be issued the date of Product shipment. Payment is not contingent on payment from or approval of any third party, and no retainage or portion of the amount due may be withheld. Failure to pay a valid invoice shall cause Buyer to pay all collection costs, attorney fees and expenses incurred in collecting payment, including interest on the amount due at the maximum legal rate. Any taxes and excises levied by any governmental or municipal authority involving the sale of transportation of Products must be borne by the Buyer. Depending on the value of the order, Seller may, at its sole discretion, require progress payments. If Buyer's financial condition is or becomes unsatisfactory to Seller in Seller's sole discretion, Seller reserves the right to: (a) require payment from Buyer on a cash-in-advance basis; (b) require a letter of credit or other acceptable security before shipment; or (c) cancel shipment at any time prior to delivery of Products without further obligation or liability. All amounts that Buyer owes Seller under an Order will be due and payable according to the terms of the Order. Buyer may not set-off such amounts or any portion thereof, whether or not liquidated, against sums that Buyer asserts are due it or any of its affiliates under other transactions with Seller or any of its affiliates.
- 7. Returns.** No Product returns will be accepted by Seller without Buyer first obtaining Seller's written consent. Unused standard catalog items, delivered as ordered, may be returned, with proper authorization, for credit. Non-Catalog Products or specially manufactured Products, delivered as ordered, may not be returned, unless Seller can reasonably locate an alternative purchaser. All authorized returns are subject to inspection to verify merchantability and will be assessed a minimum 20% restocking charge.

8. Limited License. For certain technology Products that include software embedded in the Product ("Firmware") Seller grants to Buyer a limited, non-exclusive, non-sublicensable, nontransferable, perpetual, irrevocable license to use and execute the Firmware for its internal business purposes in connection with such Product. Buyer shall not (and shall not permit a third party) to copy, in whole or in part, any Firmware, make error corrections or otherwise modify, decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of any Firmware to human-readable form, or transfer, sublicense, rent, lease, distribute, sell, or create derivative works of any Firmware. Certain technology products are subject to Seller's Software as a Service Agreement, provided separately from these Terms. All rights not expressly provided to Buyer herein are expressly reserved by Seller.
9. Force Majeure. Seller will not be liable for delay in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of government, acts of Buyer, fires, labor disputes, boycotts, floods, pandemics, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of a delay, the date of delivery will be extended for a length of time equal to the period of the delay.
10. Insurance and Indemnity. Buyer shall look exclusively to Buyer's insurer to recover for injuries or damage in the event of any loss or injury and Buyer releases and waives all right of recovery against Seller arising by way of subrogation. Buyer agrees to indemnify, hold harmless and defend Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers and representatives, against any and all judgments, losses, damages, expenses, costs, including defense costs and legal fees, arising from any and all lawsuits, demands, or claims for personal injury, death, property damage, or other liability arising or claimed to arise from any act or omission of the Buyer or Seller in any way related to this Order or the purchased Products, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability, failure to comply with any applicable law, or other allegation of fault. To the extent the aforesaid obligation is prohibited by law, such obligation will automatically, to extent of such prohibition, be null and void and the remainder of such obligation will remain fully enforceable.
11. Limitation of Liability. The remedies set forth herein are exclusive, and the total liability of Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers and representatives with respect to this Order or any breach thereof, whether based on contract warranty, tort, indemnity, strict liability or otherwise, will not exceed the Order price of the specific Products which gives rise to the claim. In all cases where Buyer claims damages allegedly arising out of defective or nonconforming Products, Buyer's exclusive remedies and Seller's sole liability will be those specifically provided for under the Warranty section of these Terms. IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, WILL SELLER BE LIABLE FOR SPECIAL INDIRECT, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL OR CLAIMS OF CUSTOMERS) INCURRED BY BUYER OR ANY THIRD PARTY.
12. Warranty. Subject to the Limitation of Liability section in these Terms, Seller warrants that for the duration of the Warranty Period each Product will be free from defects in materials and workmanship under normal use, installation and service conditions, and that the media on which any software is furnished will be free of defects in materials and workmanship under normal use. Additional limitations and the "Warranty Period" for any Product will be as specified in the then-current applicable Limited Warranty statement available on Seller's website at <https://www.muellerwaterproducts.com/terms-conditions>.
13. Non-Disclosure and Non-Use of Information. Buyer and Seller agree that in connection with this Order and their relationship, each may share Confidential Information. The receiving party shall at all times keep in trust and confidence all such Confidential Information and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Order, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Seller shall be authorized to disclose Buyer's Confidential Information to contractors or employees of Seller who have a business need to have access to such information.
14. Trade Compliance. Buyer must comply with all applicable import and export control laws and/or regulations, including without limitation those of the United States and/or other jurisdictions from which Products may be supplied or to which Products may be shipped. In no event will Buyer use, transfer, release, import, export or re-export Products in violation of such laws and/or regulations.
15. Governing Law, Jurisdiction and Venue. The laws of the State of Georgia (without giving effect to conflict of law rules) will govern the construction and enforcement of these Terms and any dispute between the parties. The United Nations Convention on Contracts for the International Sales of Goods will not apply to any Order. The parties agree to submit any disputes arising hereunder to the United States District Court for the Northern District of Georgia or any court of general jurisdiction in the State of Georgia and each party hereby submits to the jurisdiction of such courts and waives any objection that any such court is an inconvenient forum.
16. Compliance with Laws/Ethical Practices. Seller and Buyer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business. Additionally, Buyer has not and will not offer, promise authorize or make, directly or indirectly, any payments (in money or any other item of value), contributions or gifts to any non-U.S. government agency, department official or government owned or controlled entity in order to obtain or retain business, or secure any other Improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws. In the event Seller has reason to believe that a breach of any of the covenants listed above has occurred or will occur, (a) Seller may withhold further delivery of Products to Buyer until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur, and Seller will not be liable to the undersigned for any claim, losses or damages whatsoever related to its decision to withhold delivery under this provision, and (b) Seller will have the right to audit Buyer in order to satisfy itself that no breach has occurred, and Buyer will cooperate in such audit.
17. Miscellaneous. Buyer will not assign an Order or any portion thereof without Seller's written consent. No suit or cause of action or other proceeding will be brought against either party more than 1 year after accrual of the cause of action or 1 year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory. Failure by Seller to assert all or any of its rights upon any breach of an Order will not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor will any waiver be implied from the acceptance of any payment of Product or service. No waiver of any right will extend to or affect any other right Seller may possess, nor will such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms is determined to be illegal, invalid or unenforceable for any reason, then such provision will be deemed stricken for purposes of the dispute in question and all other provisions will remain in full force and effect.

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LIMITED WARRANTY

2-Year Warranty

Henry Pratt Company, LLC (“Seller”) warrants that each of its products branded PRATT or HYDRO GATE supplied hereunder is free from defects in materials and workmanship (the “Warranty”) for a period of twenty-four (24) months from the date of shipment from Seller to Buyer (the “Warranty Period”). Seller agrees, at its sole option, and at Buyer’s sole and exclusive remedy, to repair, replace, or refund the unit purchase price of any product which is non-conforming to the Warranty due to Seller’s defective workmanship or defective material of which Warranty non-conformance Buyer notifies Seller in writing during the Warranty Period. Buyer shall give written notice within fifteen (15) calendar days of the discovery of any alleged Warranty non-conformance to Seller’s Field Service Supervisor, and prior to any repair or replacement work being performed on the non-conforming product, in order to maintain this product Warranty (i.e., otherwise Buyer voids the Warranty). Seller shall have the right to inspect the product for which a Warranty claim is made. Buyer shall return the product to Seller upon Seller’s request for such inspection. Buyer shall assume all responsibility and expense for removal, reinstallation, and shipping charges in connection with this Warranty. Seller’s obligations hereunder are conditioned upon prompt written notice of the alleged defect from the Buyer.

This Warranty does not apply to products that have defects or failures resulting from (a) Buyer’s design; (b) accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation by any party other than Seller; (c) external forces, such as, but not limited to, acts of God or the elements, vandalism, accident, vehicular or other impact, societal disruption (for example, war, terrorism, riot, civil unrest), application of excessive torque to the operating mechanism, presence of foreign matter, or frost heave; (d) the products not being installed or maintained as required by Seller’s instructions, common practice, and/or applicable laws; (e) the defect arises, in whole or part, because Buyer failed to follow Seller’s instructions or local codes as to the storage, installation, commissioning, use or maintenance of the products; (f) Buyer makes any further use of such products after giving such notice and (g) unauthorized alterations, modifications or repairs by any party other than Seller. Seller does not warrant water-operated metallic cylinders against damage caused by corrosion, electrolysis or mineral deposits.

Seller will not be responsible for the Warranty unless: (i) Buyer gives prompt written notice of the alleged defect, reasonably described, to Seller from when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such products, and Buyer (if requested to do so by Seller) returns such products to Seller’s place of business at Seller’s cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer’s claim that the products are defective.

THE REMEDIES SET FORTH IN THIS WARRANTY SHALL CONSTITUTE BUYER’S SOLE AND EXCLUSIVE REMEDY, AND SELLER’S SOLE AND EXCLUSIVE OBLIGATIONS, FOR A NON-CONFORMING PRODUCT UNDER THIS WARRANTY. THE WARRANTY IS IN LIEU OF, AND SELLER EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ALL OTHER WARRANTIES WHATSOEVER WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT OR MISAPPROPRIATION OF ANY RIGHT, TITLE OR INTEREST OF BUYER OR ANY THIRD PARTY, OR OTHERWISE. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY SELLER, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY HEREUNDER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR TO ANY OTHER PERSON UNDER ANY CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL, OR INDIRECT DAMAGES, OR FOR ANY AND ALL OTHER DAMAGES, LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES WHETHER SUCH PARTY WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING OR ANY OTHER CLAIM OR OBLIGATION, SELLER’S MAXIMUM AGGREGATE OBLIGATION TO BUYER SHALL NOT EXCEED THE UNIT PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE WARRANTY CLAIM.

Products manufactured by a third party (“Third-Party Product”) may constitute, contain, be contained in, be incorporated into, be attached to or packaged together with, the products. Third-Party Products are not covered by the Warranty. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY, AND SELLER EXPRESSLY DISCLAIMS ANY, WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER ANY OF THE FOREGOING ARE (OR ARE BELIEVED TO BE) EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

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Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

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

Summary:

- Approve the expense of sending biosolids to the Courtney Ridge Landfill.
- The total amount not to exceed is \$270,000.00.
- The total per unit cost is \$57.83 per ton (last year's rate).
- The total cost per unit will increase to \$64.18 per ton on September 1, 2026.

Background:

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

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

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

Staff currently send biosolids to the Courtney Ridge landfill at a cost of \$57.83 per ton (last year's rate). This rate will increase to \$64.18 per ton effective September 1, 2026. Based on historical biosolid weights and with these rates, the annual cost would not exceed \$270,000.00. Courtney Ridge is only accepting biosolids and not providing any other services. Hauling/disposal is done by a contracted hauler, which is currently CMT Trucking and is on an hourly rate, but is not included in this action.

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

Biosolids handling process:

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

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

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

Previous Action (if applicable):

2025 Council Action Item ID 2025-51

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: x | Line Item: 591-55026-902-000000 | Amount:\$270,000.00 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | |
| | Funding Source: | Amount: |

Attachments:

1. Bid-Cost sheet



Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

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

Summary:

Emergency Repair of Flygt Pump for West Lift Station

Background:

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

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

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

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

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: 593-70005-902-000000 | Amount:\$54,790.19 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | |
| | Funding Source: | Amount: |

Attachments:

1. OrdAck1266377

ORDER ACKNOWLEDGEMENT

JCI INDUSTRIES, INC.
 1161 SE HAMBLEN ROAD
 LEES SUMMIT, MO 64081
 816-525-3320



| | |
|--------------|--------|
| Order Number | |
| 1266377 | |
| Order Date | Page |
| 01/12/2026 | 1 of 1 |

Bill To:

LIBERTY MO, CITY OF
 email invoices to:
 wmattson@libertymo.gov

Ship To:

LIBERTY MO, CITY OF
 2800 RIVERVIEW RD
 LIBERTY, MO 64068
 USA

816-439-4400

Customer ID: 4007703

| | | |
|---------------------------|-------------------|--------------|
| PO Number | Ship Route | Taker |
| MIKE MCCLURE EMAIL 2.4.26 | | LIZ.MAYER |

| Quantities | | | | | Item ID | Item Description | Pricing UOM | Unit Price | Extended Price |
|-------------------|------------------|------------------|----------------------|--------------|----------------|-------------------------|--------------------|-------------------|-----------------------|
| Ordered | Allocated | Remaining | UOM Unit Size | Disp. | | | | | |

Order Note: WWTP

| | | | | | | | | |
|------|------|------|-----|---|------------------------------|-----|-----------|-----------|
| 1.00 | 0.00 | 1.00 | EA | P | R FLYGT 3231.605-5227 011226 | EA | 54,790.19 | 54,790.19 |
| | | | 1.0 | | S/N: 1621077, 90HP, 1180RPM | 1.0 | | |

Total Lines: 1

SUB-TOTAL: 54,790.19
TAX: 0.00
AMOUNT TENDERED : 0.00
AMOUNT DUE: 54,790.19

U.S. Dollars

Due to the ongoing uncertainty surrounding tariffs, supply chain volatility, and other market conditions beyond our control, all pricing is subject to change without notice. Final pricing will be determined at the time of order acknowledgement. We appreciate your understanding in this dynamic environment.



Department: Utilities

Submitted By: Micah Hollingsworth, Water Plant Crew Leader

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

Summary:

- Sodium Hypochlorite is stored on site at the water treatment plant using two 6,000 gallon plastic tanks.
- Sodium Hypochlorite is used for disinfection and for maintaining a chlorine residual throughout the water treatment plant and the distribution system.
- These tanks are necessary to ensure the water treatment plant has enough Sodium Hypochlorite delivered and on hand to keep up with the water demand.
- The two tanks currently in use are nearing the end of their useful life and need to be replaced.

Background:

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

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

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

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: 592-70001-802-000000 | Amount: \$40,509.60 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | |
| | Funding Source: | Amount: |

Attachments:

1. Indelco-Hypo tank bid - 2026
2. tank depot - hypo tank bid - 2026



Sales Quote

414 East 16th Ave
N Kansas City, MO 64116

Phone: 816/842-5050

Bill To: CITY OF LIBERTY MO
1920 CLAY BROOKE DR
LIBERTY, MO 64068

Ship To: CITY OF LIBERTY MO
MICAH HOLLINGSWORTH
1920 CLAY BROOKE DR
LIBERTY, MO 64068

Quote

SQ0287336

Quote Date: 9/12/2025
Customer #: 7LIB02
Terms: CREDIT CARD

REF #:

| FOB | Ship Via | SalesPerson | Requested Ship Date | Entered By |
|-----|----------|--------------|---------------------|--------------|
| | | Harry Manley | 9/12/2025 | Harry Manley |

| Item No. Your Item No | Description | Qty | U of M | Unit Price | Total Price |
|--------------------------|--|-----|--------|------------|-------------|
| 7430000N45 | 6000 GAL VST, 1.9SG HDLPE, 102"x 188" FOR SODIUM HYPOCHLORITE | 2 | EACH | 14,431.90 | 28,863.80 |
| 34700089 | 24" VENTLESS MANWAY (SNYDER) | 2 | EACH | 185.50 | 371.00 |
| 34700781 | 2" UNITIZED MOLDED BOTTOM OUTLET DRAIN, Ti-VITON (SNYDER) | 2 | EACH | 800.10 | 1,600.20 |
| 34700689 | 3" DBL FLG FTG, Ti FILL PIPE, PVC-VITON FOR FILL | 2 | EACH | 920.50 | 1,841.00 |
| 34701162 | INTERNAL WELDED SUPPORT FOR INTERIOR DOWN PIPE | 4 | EACH | 193.90 | 775.60 |
| SNYDER | 34200205 3" PVC PIPE SCH 80 PER FOOT (SNYDER) INTERIOR DOWN PIPE | 20 | EACH | 16.80 | 336.00 |
| SNYDER | 34700689 3" DBL FLG FTG, ENCAPS Ti BOLTS, PVC-VITON FOR OVERFLOW | 2 | EACH | 920.50 | 1,841.00 |
| 34701166 | 6" SxT BULKHEAD FITTING, PVC-VITON FOR VENT TO OUTSIDE | 2 | EACH | 843.50 | 1,687.00 |
| 34700238 | 2" SxT BULKHEAD FITTING, PVC-VITON FOR LEVEL SENSOR | 2 | EACH | 137.20 | 274.40 |
| SNYDER | SEISMIC RESTRAINTS SINGLE WALL GALVANIZED STEEL (SNYDER) | 2 | EACH | 1,228.50 | 2,457.00 |
| 00000174 | PROTECTIVE WRAP (4000-7500 GAL TANKS, 90", 120") (SNYDER) | 2 | EACH | 231.30 | 462.60 |
| SHIP-F-DIRECT | SHIP BEST WAY CHARGES ADDED | 1 | EACH | | |

All orders are subject to the terms and conditions available @ www.indelco.com/terms-service. All pipe and fabricated items are non-cancelable and non-returnable. Returned goods will not be accepted without an authorization # and are subject to a restock charge. Claims for shortages must be made within 5 days after receipt of goods. Pipe prices quoted are valid through end of current business day, all other items quoted are valid for 5 days.

Non-Taxable Subtotal: 40,509.60
Taxable Subtotal: 0.00
Total Sales Tax: 0.00

9/12/2025 2:54 PM

Page: 1 of 1

Total: 40,509.60



Sales Quotation

Tank-Depot.com

1611 Edgewood Ct

Cleburne, TX 76031

P: 817-953-8558

gmireles@tank-depot.com

NUMBER 2126

DATE February 1, 2026

QUOTE EXPIRATION March 3, 2026

Billing: City of Liberty
Chris Schuele
1920 Clay Brooke Dr
Liberty, MO 64068

Shipping: City of Liberty
Chris Schuele
1920 Clay Brooke Dr
Liberty, MO 64068

| SALESPERSON | SHIPPING METHOD |
|-------------|-----------------|
| Gerry M. | OVS |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|------|----------------------|---|-------------|--------------|
| 2.00 | SII-7430000N45 | 6000 Gallon HDPE Single Wall Tank, 1.9 S.G. | \$13,745.00 | \$ 27,490.00 |
| 2.00 | SII-34700781 | 2" SUMO Fitting, Titanium, VITON | \$762.00 | \$ 1,524.00 |
| 2.00 | SII-34700861 | 2" PVC 150# Flange Adapter | \$44.00 | \$ 88.00 |
| 2.00 | SII-347-ExternalFill | 3" External Fill Assembly with FRP Strut | \$903.00 | \$ 1,806.00 |
| 2.00 | SII-34701761 | 3" Valve/Elbow Assembly For External Fill Assembly | \$386.00 | \$ 772.00 |
| 2.00 | SII-34700239 | 3" PVC Threaded Fitting, VITON (For External Fill Assy) | \$178.00 | \$ 356.00 |
| 2.00 | SII-1035000N97803 | 18" Pneumatic Vent w/Mesh Screen | \$314.00 | \$ 628.00 |
| 2.00 | SII-34700687 | 2" PVC DBL Flanged Bolted Fitting with VITON Gasket and Encapsulated Titanium Bolts | \$764.00 | \$ 1,528.00 |
| 2.00 | SII-1070000N--2V | 2" UFO Transition Fitting for 2" Bolted Fitting, VITON | \$630.00 | \$ 1,260.00 |
| 4.00 | SII-5390100N95401 | 2" HDLPE Flange Connector Assembly, Flexmaster | \$514.00 | \$ 2,056.00 |
| 8.00 | SII-33100021 | 2" Bolted Gasket for Flexmaster | \$115.00 | \$ 920.00 |
| 2.00 | SII-00000290 | Hydrotest (Required for ASTM Documentation) | \$365.00 | \$ 730.00 |
| 2.00 | SII-00000285 | ASTM Documentation | \$45.00 | \$ 90.00 |
| 2.00 | SII-00000174 | Protective Wrapping for Transit | \$172.00 | \$ 344.00 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |

This order may have a lead time. All lead times are estimates.
 It is your responsibility to review Tank-Depot.com's Standard Terms & Conditions of Sale and Shipping Policy, which are to be considered part of this order. All information is located at Tank-Depot.com.

| | |
|--------------|---------------------|
| SUBTOTAL | \$ 39,592.00 |
| SHIPPING | \$ 706.00 |
| SALES TAX | TBD |
| TOTAL | \$ 40,298.00 |

Contact Gerardo Mireles directly to place this order at 817-953-8558 or you may send a Purchase Order to gmireles@tank-depot.com



Thank you for your business!



Department: Fire

Submitted By: Chris Young, Fire Division
Chief Support Services

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

Summary:

The Liberty Fire Department is requesting approval of the renewal payment for the annual subscription agreement with First Due Holdings, Inc. for the department's all-in-one records management and operational software platform.

The original agreement was approved by City Council in 2025 and included a prorated implementation period through December 31, 2025, after which the contract renews annually. The system became operational on January 1, 2026.

Background:

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

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

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

Staff recommends authorizing payment to maintain continuity of operations and ensure uninterrupted access to the First Due platform in an amount not to exceed \$65,854.00.

Previous Action (if applicable):

The original agreement was approved by City Council in 2025 (Ordinance No. 12174) and included a prorated implementation period through December 31, 2025, after which

the contract renews annually.

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: 100-53034-304 | Amount: \$10,000.00 |
| | Line Item: 100-57013-301 | Amount: \$10,000.00 |
| | Line Item: 100-55014-300 | Amount: \$10,000.00 |
| | Line Item: 100-57014-300 | Amount: \$35,854.00 |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | |
| | Funding Source: | Amount: |

Attachments:

1. Invoice_7343
2. Invoice_7589
3. First Due Signed Contract



INVOICE

Bill To

Liberty Fire Department (MO)
 200 W. Mississippi St.
 Liberty MO 64068
 United States

Ship To

Liberty Fire Department (MO)
 200 W. Mississippi St.
 Liberty MO 64068
 United States

Invoice #

7343

Date

01/01/2026

Due Date

01/31/2026

Terms

Net 30

Term (Months)

12.0

P.O. Number

| Qty | Date | Item |
|-----|------------|--|
| 1 | 01/01/2026 | Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts. |
| 1 | 01/01/2026 | Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing. |
| 1 | 01/01/2026 | Command Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated Incident log. |
| 1 | 01/01/2026 | Hydrant Management - Basic Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup |
| 1 | 01/01/2026 | Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning. |
| 1 | 01/01/2026 | Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees. |
| 1 | 01/01/2026 | Investigations Organize, analyze and document investigations, keeping case information secure and separated from, but integrated with other modules. |
| 1 | 01/01/2026 | ITM Reporting Allows AHJs to track, manage, and report on fire and life safety system inspections, testing, and maintenance. This includes a portal for service providers to upload ITM reports, automated reminders, configurable notifications and native interoperability with First Due Response and Fire Prevention modules. The service provider uploading the report will be charged \$30.00 per report submission. |
| 1 | 01/01/2026 | Incident Reporting - Fire Incident Documentation NFIRS Incident Documentation, State and Federal Compliance with automated submission. |
| 1 | 01/01/2026 | Incident Reporting - ePCR ePCR Incident Documentation, State Compliance with automated submission. |
| 1 | 01/01/2026 | AI Enhanced Documentation: ePCR AI powered transcription and documentation solution to assist with completing EMS patient care reports. |
| 1 | 01/01/2026 | Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades. |

Payment Instructions

USD Wire/ACH - Bank: Wells Fargo Bank - Account Number: 4192384907 - Routing Number: 121000248

CAD Wire - Bank: Wells Fargo Bank - Account Number: 3330004515 - Wells Fargo SWIFT BIC: WFBIUS6A - Intermediary SWIFT BIC: BOFMCAM2

Check - Check Payable To: Locality Media LLC dba First Due - Remit to: PO Box 782840 Philadelphia, PA 19178-2840

accounting@firstdue.com

| Qty | Date | Item |
|-----|------------|--|
| 1 | 01/01/2026 | Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information. |
| 1 | 01/01/2026 | Advanced Training Records with Content Assign Training, Record Completions, View Training Logs, and Manage Certifications. Enables the administration, assignment, and delivery of online training course content. This module also allows users to upload SCORM files to deliver online training to end users. Advanced Training Records Content Packages included with this purchase are listed below separately. |
| 1 | 01/01/2026 | Fire & EMS Training Bundle Content Package - Fire Engineering Includes access to First Due's Interactive Fire & EMS Training Bundle for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content. This Training Content is subject to the Fire Engineering Training™ Subscription Services Terms and Conditions (the "FET Terms"), which are attached to and made part of the Agreement. The Customer understands and agrees that Clarion Events, Inc. is responsible solely for the obligations contained within the FET Terms, and First Due is responsible for all other obligations contained in your agreement. Qty/ Licenses: 66 |
| 1 | 01/01/2026 | Events & Activities Create Events, View Global Activity Log, and Access Global Calendar. |
| 1 | 01/01/2026 | Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management. |
| 1 | 01/01/2026 | Medications Tracking Track all medications, including DEA Scheduled Medications. Tracking a medication's lifecycle (receipt, usage, waste or removal) by expiration date, lot number or serial number. Ensure compliance with internal and external signatures, as well as advanced role security and authentication. |
| 1 | 01/01/2026 | Central Square Pro/Zuercher CAD Integration Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP or API connection utilizing the CST Pro Standard Export Interface or CS Pro API |
| 1 | 01/01/2026 | HDE Connection w/ ESO Subscription Enables ePCRs to be sent securely to ESO's HDE |
| 1 | 01/01/2026 | First Arriving Integration First Arriving Integration |
| 1 | 01/01/2026 | SSO Integration Connection to supported SSO platform (Microsoft Azure, Microsoft Active Directory Federated Services, Okta or IAMS). |

| | |
|--------------------|------------------------|
| Subtotal | USD \$52,954.00 |
| Tax | USD \$0.00 |
| Total | USD \$52,954.00 |
| Balance Due | USD \$52,954.00 |

[Payment Instructions](#)

USD Wire/ACH - Bank: Wells Fargo Bank - Account Number: 4192384907 - Routing Number: 121000248

CAD Wire - Bank: Wells Fargo Bank - Account Number: 3330004515 - Wells Fargo SWIFT BIC: WFBIUS6A - Intermediary SWIFT BIC: BOFMCAM2

Check - Check Payable To: Locality Media LLC dba First Due - Remit to: PO Box 782840 Philadelphia, PA 19178-2840

accounting@firstdue.com



INVOICE

Bill To

Liberty Fire Department (MO)
 200 W Mississippi St
 Liberty MO 64068
 United States

Ship To

Liberty Fire Department (MO)
 200 W Mississippi St
 Liberty MO 64068
 United States

Invoice #

7589

Date

12/31/2025

Due Date

01/30/2026

Terms

Net 30

Term (Months)

12.0

P.O. Number

| Qty | Date | Item |
|-----|------------|---|
| 1 | 12/31/2025 | Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules. |
| 1 | 12/31/2025 | First Due Payments Seamless payment processing solution that allows for sending of invoices to customers and payments completely online using credit card, debit card, ACH, and other electronic payment methods, as well as payment reconciliation with First Due invoices module. Note, the cost for the service is 4.9% + \$ 0.30 per transaction. This is an integrated service provided by www.stripe.com. |
| 1 | 12/31/2025 | Health and Wellness First Due's Health and Wellness module allows for the proactive monitoring of responder health and safety including Exposure History along with Incident, Training or Event correlation, exposure trends to support compliance with organizational health and safety initiatives. |
| 1 | 12/31/2025 | Community Connect Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident. |
| 1 | 12/31/2025 | Essentials Online Training Package Up to 4 Hours Online Training with certified First Due Instructor |
| 1 | 12/31/2025 | Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work. |

For the period 12/31/25 to 12/31/26.

Subtotal USD \$12,900.00

Tax USD \$0.00

Total USD \$12,900.00

Balance Due **USD \$12,900.00**

[Payment Instructions](#)

USD Wire/ACH - Bank: Wells Fargo Bank - Account Number: 4192384907 - Routing Number: 121000248

CAD Wire - Bank: Wells Fargo Bank - Account Number: 3330004515 - Wells Fargo SWIFT BIC: WFBIUS6A - Intermediary SWIFT BIC: BOFMCAM2

Check - Check Payable To: Locality Media LLC dba First Due - Remit to: PO Box 782840 Philadelphia, PA 19178-2840

accounting@firstdue.com



Agreement for Services

22

This Agreement for Services (this "Agreement") dated as of ~~September 15, 2025~~ (the "Effective Date") is made by and between First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due"), and the **Liberty Fire Department** located at **200 W. Mississippi St., Liberty, MO 64068** (the "Customer").

1. **Service Access and Use Agreement.** First Due maintains a website through which Customer members may access First Due's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. First Due agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. **Credential Management, Data Submission, and License Rights.** First Due may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes First Due to act on any instructions First Due receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). First Due also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". First Due may acquire Data from third party public and/or private sources in First Due's discretion. In addition, the Customer will upload to the Service or otherwise provide to First Due in such form and using such methods as First Due reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by First Due. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to First Due a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to First Due by the Customer in connection with the development, operation, and performance of First Due's business, including but not limited to the Service.
3. **Data Use, Disclaimers, and Limitations of Liability.** As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that First Due, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which First Due has no control and for which First Due assumes no responsibility. First Due makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does First Due make any representation or warranty regarding the accuracy or reliability of the Data received by First Due. First Due provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
4. **Customer Equipment and Technical Requirements.** The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for

the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). First Due shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to First Due ("Technical Problems").

5. **Term and Termination.** This Agreement will be effective for an initial term of **3.5 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. First Due reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. **Effects of Termination and Reservation of Rights.** Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 15 and 19 through 23 hereof shall survive any termination or expiration of this Agreement.
7. **Fees, Additional Services, and Taxes.** The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). First Due may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on First Due's income).
8. **Intellectual Property and Data Rights.**
 - a. **First Due IP.** First Due owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by First Due to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by First Due, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
 - b. **Customer Data.** Customer shall own all Customer data and upon termination or written request, First Due shall provide Customer data to Customer.
 - c. **De-identification.** Customer acknowledges and agrees that First Due may use Customer data to generate a de-identified data set (a "Data Set") in accordance with the then-current HIPPA de-identification standards set forth in 45 CFR § 164.514(b). Once de-identified, the Data Set will no longer constitute identifiable Customer data or "Protected Health Information", as defined under HIPAA at 45 CFR 160.103. Subject to applicable laws, First Due may, in its sole discretion, transform, analyze, distribute, redistribute, create derivative works of, license, disclose to third party researchers, or otherwise use such Data Set.
9. **Confidentiality.**
 - a. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the

Service and associated software and the terms of this Agreement shall be deemed First Due's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

- b. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with this Section 9 or otherwise are bound under substantially similar confidentiality restrictions.
- c. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9(a) or 9(b) by the other party, any of its employees, agents or consultants.

10. Limited Warranty. FIRST DUE REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, FIRST DUE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES. NOR DOES FIRST DUE WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.

11. Service Levels and Support Obligations. First Due will provide the Service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. First Due will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

| Severity Level: | Vendor's Initial Response will be provided within: | Vendor's Temporary Resolution will be provided within: | Vendor's Final Resolution will be provided within: |
|---|---|---|---|
| 1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given | 60 minutes from receipt of initial notice from the Customer, or discovery, of the error | 24 hours from receipt of initial notice from the Customer, or discovery, of the error | 2 days from receipt of initial notice from the Customer, or error discovery |
| 2: Critical Issue – Software is not down, but operations are negatively impacted | 2 hours from receipt of initial notice from the Customer, or discovery, of the error | 48 hours from receipt of initial notice from the Customer, or discovery, of the error | 2 days from receipt of initial notice from the Customer, or error discovery |
| 3: Non-Critical Issue | 4 hours from receipt of initial notice from the | 3 days from receipt of initial notice from the | 15 days from receipt of initial notice from |

| | | | | | |
|--|---|----|---|----|-------------------------------------|
| | Customer, or discovery, of the error | or | Customer, or discovery, of the error | or | the Customer, or error discovery |
|--|---|----|---|----|-------------------------------------|

12. Warranty Limitations and Disclaimers. EXCEPT AS SET FORTH ABOVE IN SECTION 10, FIRST DUE MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. FIRST DUE SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

13. Customer Representations, Data Rights, and Use Restrictions. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to First Due, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

14. Indemnification.

- a. First Due will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by First Due of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
- b. The Customer will indemnify, defend and hold First Due harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 13(a) or result from the gross negligence or willful misconduct of First Due.
- c. Such indemnification under Sections 14(a) and 14(b) will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

15. Limitation of Liability. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER

TO FIRST DUE WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

16. **Notices.** All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
17. **Assignment.** Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. First Due may assign this Agreement or any rights or obligations hereunder to any First Due affiliate or in connection with the merger or acquisition of First Due or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
19. **Modifications.** Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
20. **Third Party Beneficiary.** The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
21. **Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
22. **Training Content Disclaimer.** As related to First Due's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, First Due's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. First Due makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. First Due disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.
23. **Entire Agreement and Severability.** This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
24. **Headings.** The headings and titles in this Agreement are for convenience of reference only and shall not affect the meaning, interpretation, or construction of any provision of this Agreement. They are not intended to be part of the substantive terms and shall not be used to interpret the intent of the parties.
25. **Agreement Billing Information.**
 - a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____
 - b. **Tax Exempt** _____ (Yes/No)
If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

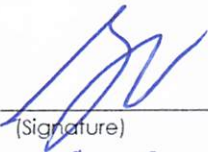
- c. **Purchase Order Required** _____ (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above. The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

**FIRST DUE HOLDINGS, INC.,
THROUGH ITS WHOLLY-OWNED SUBSIDIARY
LOCALITY MEDIA, LLC DBA FIRST DUE**

By: Toby Ritt
(Signature)
Name: Toby Ritt
Title: VP Sales
Date: Sep 03 2025 13:09 EDT

LIBERTY FIRE DEPARTMENT

By: 
(Signature)
Name: Greg Carutson
Title: Mayor
Date: 9-22-2025



Department: Technology & Logistics

Submitted By: Wade Thomas, Director
Technology & Logistics

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

Summary:

- This project authorizes the procurement and implementation of next-generation Scale server hardware from Logicalis to replace the existing Community Center Dell VxRail cluster.
- The current cluster is five years old and will reach End of Support later this year. Continued use poses a risk of un-patchable security vulnerabilities and potential hardware failure without a safety net.
- Proposed solution (Scale cluster) provides us 5-year coverage through 2031 at \$106,899.07

Background:

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

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

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

Cost savings:

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

Cost-saving measures taken:

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

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: 100-70002-170-000000 | Amount: \$106,899.07 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | |
| | Funding Source: | Amount: |

Attachments:

1. City of Liberty- Scale Datacenter refresh quote_3.2.26

Scale infrastructure: Datacenter refresh
 Quotation # 2026-230159v2

| Customer Name & Address | Logicalis Account Executive |
|--|---|
| City of Liberty 101 E Kansas St Liberty, MO 64068-2313 | Megan Rains Logicalis +1 3178531939 megan.rains@us.logicalis.com |
| Bill To Address | Ship to Address |
| City of Liberty 101 E Kansas St Liberty, MO 64068-2313 | City of Liberty 101 E Kansas St Liberty, MO 64068-2313 |

Quotation expiration date: March 13, 2026

This Quotation adheres to the pricing requirements of the OMNIA Partners Contract #R200803 contract.

| Group1 | | | | | |
|--------------------------|-----|-----------------|--|-------------|----------------|
| Item | Qty | Part Number | Description | Unit Price | Extended Price |
| Products | | | | | |
| 1 | 3 | CHA-1-29 | HC1450 Chassis | \$14,892.27 | \$44,676.81 |
| 2 | 3 | CPU-1-1E | Intel Xeon Gold 6426Y | \$0.00 | \$0.00 |
| 3 | 24 | RAM-1-16 | 16GB DDR5 RDIMM | \$0.00 | \$0.00 |
| 4 | 3 | SSD-1-05 | 3.84TB 3.5in SATA SSD | \$0.00 | \$0.00 |
| 5 | 9 | HDD-1-04 | 8TB 3.5in SAS HDD | \$0.00 | \$0.00 |
| 6 | 3 | NIC-1-0E | 4-port 10/25Gb SFP28 | \$0.00 | \$0.00 |
| 7 | 1 | HW-5 | 4/30/2026 - 4/29/2031 - 5 Year HW Support for Scale Computing HCI Appliance | \$4,467.68 | \$4,467.68 |
| 8 | 3 | HCOS-S-5-16C-PS | 4/30/2026 - 4/29/2031 - SC HyperCore - 16 core 60 Month license and support software License Tier: Professional Support Level: ScaleCare | \$18,265.33 | \$54,795.99 |
| 9 | 1 | QSPI | ScaleCare Quickstart Installation Services | \$2,958.59 | \$2,958.59 |
| <i>Products Subtotal</i> | | | | | \$106,899.07 |
| <i>Group1 Total</i> | | | | | \$106,899.07 |

| Group2 | | | | | |
|-----------------|-----|---------------|---|------------|----------------|
| Item | Qty | Part Number | Description | Unit Price | Extended Price |
| Products | | | | | |
| 10 | 1 | MPVRR | VMware Rip & Replace Partner Promo | \$0.00 | \$0.00 |
| 11 | 1 | ADTM-PROMO-20 | PROMO Scale Computing Move powered by Carbonite Migrate | \$0.00 | \$0.00 |

| Group2 | | | | | |
|--------------------------|-----|----------------------|---|------------|----------------|
| Item | Qty | Part Number | Description | Unit Price | Extended Price |
| 12 | 1 | QHAT | SC Platform Foundations Training | \$0.00 | \$0.00 |
| 13 | 1 | PLTFRM-REG/QHAT-2026 | Admission to Scale Computing Platform 2026 Summit with SC Platform Advanced Training Service Included | \$0.00 | \$0.00 |
| <i>Products Subtotal</i> | | | | | \$0.00 |
| <i>Group2 Total</i> | | | | | \$0.00 |

| Grand Total | |
|---------------------|---------------------|
| Products Subtotal: | \$106,899.07 |
| Grand Total: | \$106,899.07 |

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Pricing set forth in this Quotation is based on current pricing from the manufacturer and/or authorized distributor and is subject to change without notice in the event Products' manufacturer/distributor changes the price to Logicalis. Notwithstanding the acceptance of this Quotation by Customer, if any time prior to shipment of the Products, the manufacturer and/or authorized distributor changes its price to Logicalis due to supply chain disruptions, component shortages, currency fluctuations/tariffs, or any other circumstance beyond Logicalis' reasonable control, then Logicalis reserves the right to (a) adjust the price to Customer to reflect the price change; or (b) immediately cancel all or part of an order placed by Customer under this Quotation upon written notice, without penalty or liability. Logicalis will promptly notify Customer upon receiving notice of any manufacturer/distributor price change affecting any Products in this Quotation. If Logicalis adjusts the pricing for the affected Product(s), Customer may choose to proceed at the adjusted price or cancel the order for the affected Product(s) without penalty.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. For Cisco Products being resold by Logicalis pursuant to this Quotation, Customer hereby agrees to be bound by the applicable Cisco General Terms (including applicable Offer Descriptions), Buying Programs, Supplemental Terms, and other terms and conditions terms governing the access and use of such Products, which are located at the following link(s) as applicable ("Cisco Terms"): (a) www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html for all Product offerings stated therein; and (b) for Products that are packaged Cisco services, https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/Services-Guide.pdf. The Cisco Terms are incorporated herein by reference. For any Cisco Products purchased on a subscription basis, the subscription shall automatically renew for subsequent terms equal in duration to the initial term at Logicalis' then-current prevailing rates in effect at the time of renewal unless Customer, no less than forty-five (45) days prior to the end of the then-current subscription term, either: (a) issues a new purchase order to Logicalis; (b) accepts a Logicalis Quotation for renewal of such Products; or (c) provides written notice of non-renewal to Logicalis.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:
City of Liberty

Accepted By:
Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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The City of



To: City Council Members
From: Greg Canuteson, Mayor
Subject: Boards and Commissions Appointments
Date: 3/9/2026

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

1. Tree Board

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

Morgan Conom is a William Jewell graduate and has volunteered at the farmer's market and other Liberty events. Her experience as a professional has strengthened her ability to listen carefully, ask the right questions and contribute constructively to discussions that balance short-term needs with long-term outcomes.



Department: Administration

Submitted By: Brandon Smith, Economic & Business Development Manager

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

Summary:

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

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

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

Background:

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

Previous Action (if applicable):

LMV was approved for a tax abatement on their initial \$67M; 213,000 square foot project back in 2012 which totaled 10 years at 100% and an additional 5 years at 50% abatement. This same incentive was granted again with their expansion in 2014, which totaled \$49M and 256,600 square feet.

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 Approving Plan & Bonds v1 (2)
2. Plan v2 - Final - As Sent (Revised Hearing Date)
3. Supporting Documents

DOCUMENT NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AUTHORIZING THE ISSUANCE OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$41,052,000 AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Liberty, Missouri, a special charter city and political subdivision of the State of Missouri (the "City") is authorized pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and the Charter of the City (collectively, the "Act"), to issue its revenue bonds for the purpose of carrying out a project or projects under the Act, such revenue bonds to be paid solely from revenue received from such project, and to enter into a lease of the facilities financed with the proceeds of such revenue bonds with any person, firm or corporation; and

WHEREAS, the City has received a proposal for a project consisting of the acquisition and installation of manufacturing machinery and assembly equipment (the "Equipment") to be located at 3251 E. Heartland Drive, Liberty, Missouri 64068; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the "Plan"), gave notice of the Plan to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on March 9, 2026; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to provide tax abatement for the Equipment through the proceeds of a series of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City issue the Bonds for the Equipment, which Equipment shall be leased by the City to Dieomatic Incorporated, or an affiliate designated by such entity (the "Company"), with an option to purchase; and

WHEREAS, simultaneously with the issuance of the Bonds, the City will lease the Equipment to the Company, and enter into a Performance Agreement with the Company under which the Company will agree to certain terms relating to property tax abatement on the Equipment; and

ORDINANCE NO. _____ (CONT.)

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the Plan, the Equipment and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

SECTION I

Approval of Plan; Authorization for the Equipment. The City hereby approves the Plan attached hereto as Exhibit A in accordance with Section 100.050 of the Act. The City is hereby authorized to provide for the acquisition and installation of the Equipment, to take title to the Equipment and to lease the Equipment to the Company, all in the manner and as more particularly described in the Indenture and the Lease hereinafter defined and authorized.

SECTION II

Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds in a maximum aggregate principal amount of not to exceed \$41,052,000, for the purpose of providing funds to pay the costs of the Equipment. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture.

SECTION III

Sale and Terms of Bonds; Authorization and Execution of Purchase Agreement. The Bonds will be sold to the Company under the terms of a Bond Purchase Agreement dated as of the date set forth therein (the "Bond Purchase Agreement"), between the City and the Company. The maximum aggregate principal amount of the Bonds shall be \$41,052,000, the interest rate on the Bonds shall not exceed 7.00%, principal shall be payable at maturity, the Bonds shall be purchased at 100% of the principal amount thereof and the Bonds may be redeemed at a redemption price equal to the principal amount thereof plus accrued interest.

SECTION IV

Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain payments, revenues and receipts derived by the City from the Lease described below, and such payments, revenues and receipts shall be pledged and assigned to the Trustee named below as security for the

ORDINANCE NO. _____ (CONT.)

payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri, and neither the City nor said State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

SECTION V

Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms on file in the records of the City, with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Indenture"), between the City and the trustee named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Equipment and assign certain of the payments, revenues and receipts received pursuant to the Lease to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease"), between the City and the Company, under which the City will acquire the Equipment and lease the Equipment to the Company pursuant to the terms and conditions in said Lease, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement; and

(d) Performance Agreement dated as of the date set forth therein, between the City and the Company.

SECTION VI

Execution of Documents. The Mayor is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor, City Administrator or Assistant City Administrator is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The Deputy City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments

ORDINANCE NO. _____ (CONT.)

as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION VII

Further Authority. The Mayor, City Administrator, Assistant City Administrator and other officials, agents and employees of the City as required are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including any Financing Documents or related documents described under the City Documents.

SECTION VIII

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

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

EXHIBIT A
PLAN FOR INDUSTRIAL DEVELOPMENT



BEFORE THE
CITY COUNCIL
OF
CITY OF LIBERTY, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

FOR THE
LMV EQUIPMENT EXPANSION PROJECT

Sent: February 10, 2026



**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR THE
LMV EQUIPMENT EXPANSION PROJECT**

TO: CITY COUNCIL OF THE CITY OF LIBERTY, MISSOURI

Diomatic Incorporated (the “Company”), which does business as LMV Automotive Systems, has proposed this plan for an industrial development project as described herein to City of Liberty, Missouri (the “City”), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application submits the following:

1. **Description of the Project.** The Project consists of acquiring and installing equipment (the “Equipment”) in an industrial space located at 3251 E. Heartland Drive, Liberty, Missouri 64068.
2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be \$40,984,865, consisting entirely of costs related to the personal property comprising the Equipment.
3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of \$41,052,000 estimated aggregate principal amount of taxable industrial revenue bonds (the “Bonds”) to be issued by the City for the Project and to pay costs of issuance of the Bonds.
4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** The Project will be leased (with an option to purchase) to the Company or its designee. The lease payments collectively will equal the principal and interest on the Bonds plus certain payments in lieu of taxes. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.
5. **General Information Concerning the Company and the Project.** The Company is a precision metal stamping, tool and die, and assembly manufacturer. The Equipment to be acquired and installed includes manufacturing machinery and assembly equipment.
6. **Bond Purchase Arrangements.** It is expected that the Company or an affiliate will purchase the Bonds of the City in the estimated aggregate principal amount of \$41,052,000.
7. **Affected Taxing Jurisdictions.** The Liberty School District, the Junior College District of Metropolitan Kansas City, Missouri, the City and Clay County, Missouri will be affected by the Project. No ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 is affected by the Project. Other taxing jurisdictions affected by the Project are set out in the Cost Benefit Analysis attached hereto.

8. **Equalized Assessed Valuation.** The most recent equalized assessed valuation of the personal property to be included in the Project is \$-0-. The estimated total equalized assessed valuation after installation of the Project is \$11,611,217.
9. **Cost Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis on each affected taxing jurisdiction, which assumes a 10-year tax abatement program for the Equipment. The rate of abatement is 75%. The Equipment is assumed to be depreciated as shown in the Cost Benefit Analysis. The 2025 tax levy rates were utilized for all jurisdictions.

The Equipment is assumed to be acquired in calendar year 2027 for purposes of the abatement period shown in the Cost Benefit Analysis, but the abatement period may occur at a different time than shown in the Cost Benefit Analysis depending on actual implementation of the Project.

10. **Payments in Lieu of Taxes.** It is anticipated that the Company will make payments in lieu of taxes during the 10-year abatement period at a rate of 25% of the taxes that would be due were it not for the City's ownership of the Equipment in accordance with this plan. The amounts shown as payments in lieu of tax in **Exhibit A** attached hereto are estimates and may change depending on the actual implementation of the Project.

* * *

EXHIBIT A
COST BENEFIT ANALYSIS

**City of Liberty, Missouri
(LMV Equipment Expansion Project)**

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



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

Assumptions

- ♦ Initial year taxes assessed 2028
- ♦ Annual investments of project equipment
(cost without freight, installation or sales tax)

| | |
|------|------------|
| | 5-Year |
| 2027 | 40,984,865 |
- ♦ Assessed value as a percentage of appraised value (personal) 33.33%
- ♦ Terms of abatement:

| | |
|---------------|-------|
| Years 1 to 10 | 75.0% |
|---------------|-------|

♦ Personal Property is depreciated using the following 5- year recovery period schedule:

| Year | Recovery Period in Years | | | | | |
|-----------|--------------------------|---------|---------|---------|---------|---------|
| | 3 | 5 | 7 | 10 | 15 | 20 |
| 0 | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% |
| 1 | 75.00% | 85.00% | 89.29% | 92.50% | 95.00% | 96.25% |
| 2 | 37.50% | 59.50% | 70.16% | 78.62% | 85.50% | 89.03% |
| 3 | 12.50% | 41.65% | 55.13% | 66.83% | 76.95% | 82.35% |
| 4 | 5.00% | 24.99% | 42.88% | 56.81% | 69.25% | 76.18% |
| 5 | 5.00% | 10.00% | 30.63% | 48.07% | 62.32% | 70.46% |
| 6 | 5.00% | 10.00% | 18.38% | 39.33% | 56.09% | 65.18% |
| 7 | 5.00% | 10.00% | 10.00% | 30.59% | 50.19% | 60.29% |
| 8 | 5.00% | 10.00% | 10.00% | 21.85% | 44.29% | 55.77% |
| 9 | 5.00% | 10.00% | 10.00% | 15.00% | 38.38% | 51.31% |
| 10 | 5.00% | 10.00% | 10.00% | 15.00% | 32.48% | 46.85% |
| 11 | 5.00% | 10.00% | 10.00% | 15.00% | 26.57% | 42.38% |
| 12 | 5.00% | 10.00% | 10.00% | 15.00% | 20.67% | 37.92% |
| 13 | 5.00% | 10.00% | 10.00% | 15.00% | 15.00% | 33.46% |
| 14 | 5.00% | 10.00% | 10.00% | 15.00% | 15.00% | 29.00% |
| 15 | 5.00% | 10.00% | 10.00% | 15.00% | 15.00% | 24.54% |
| 16 | 5.00% | 10.00% | 10.00% | 15.00% | 15.00% | 20.08% |
| 17 and on | 5.00% | 10.00% | 10.00% | 15.00% | 15.00% | 20.00% |

Summary of Cost Benefit Analysis

| Taxing Jurisdiction | Tax Rate | Projected Taxes on Equipment without Abatement | Projected PILOTS | Projected Abatement |
|--------------------------------|-----------|--|------------------|---------------------|
| Clay County | 0.0179 \$ | 6,630 \$ | 1,657 | 4,972 |
| Clay County Road and Bridge | 0.0617 | 22,853 | 5,713 | 17,140 |
| Clay County Senior Services | 0.0378 | 14,001 | 3,500 | 10,500 |
| Clay County Health Center | 0.0758 | 28,075 | 7,019 | 21,056 |
| Liberty Hospital District | - | - | - | - |
| Liberty School District | 5.5375 | 2,051,002 | 512,751 | 1,538,252 |
| Mid Continent Public Library | 0.3119 | 115,523 | 28,881 | 86,642 |
| Tri-County Mental Health | 0.0758 | 28,075 | 7,019 | 21,056 |
| City of Liberty, Missouri | 0.7699 | 285,159 | 71,290 | 213,869 |
| Developmental Disability Board | 0.0909 | 33,668 | 8,417 | 25,251 |
| Metropolitan Community College | 0.1767 | 65,447 | 16,362 | 49,085 |
| State of Missouri | 0.0300 | 11,112 | 2,778 | 8,334 |
| | 7.1859 \$ | 2,661,544 \$ | 665,386 | 1,996,158 |

Projected Taxes on Equipment without Project

| Estimated Assessed Value of Project Equipment | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | Total | |
|---|--------------------|------|------|------|------|------|------|------|------|------|-------|---|
| Taxing Jurisdiction | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | |
| | Tax Rate per \$100 | | | | | | | | | | | |
| Clay County | 0.0179 | - | - | - | - | - | - | - | - | - | - | - |
| Clay County Road and Bridge | 0.0617 | - | - | - | - | - | - | - | - | - | - | |
| Clay County Senior Services | 0.0378 | - | - | - | - | - | - | - | - | - | - | |
| Clay County Health Center | 0.0758 | - | - | - | - | - | - | - | - | - | - | |
| Liberty Hospital District | - | - | - | - | - | - | - | - | - | - | - | |
| Liberty School District | 5.5375 | - | - | - | - | - | - | - | - | - | - | |
| Mid Continent Public Library | 0.3119 | - | - | - | - | - | - | - | - | - | - | |
| Tri-County Mental Health | 0.0758 | - | - | - | - | - | - | - | - | - | - | |
| City of Liberty, Missouri | 0.7699 | - | - | - | - | - | - | - | - | - | - | |
| Developmental Disability Board | 0.0909 | - | - | - | - | - | - | - | - | - | - | |
| Metropolitan Community College | 0.1767 | - | - | - | - | - | - | - | - | - | - | |
| State of Missouri | 0.0300 | - | - | - | - | - | - | - | - | - | - | |
| | 7.1859 | - | - | - | - | - | - | - | - | - | - | |

Projected Abatement

| Estimated Assessed Value of Project Equipment Acquired in 2027 | | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | Total |
|---|-----------------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|
| Abatement Percentage | | 75.00% | 75.00% | 75.00% | 75.00% | 75.00% | 75.00% | 75.00% | 75.00% | 75.00% | 75.00% | 75.00% |
| Taxing Jurisdiction | Tax Rate per \$100 | | | | | | | | | | | |
| Clay County | 0.0179 | \$ 1,559 | \$ 1,091 | \$ 764 | \$ 458 | \$ 183 | \$ 183 | \$ 183 | \$ 183 | \$ 183 | \$ 183 | \$ 4,972 |
| Clay County Road and Bridge | 0.0617 | 5,373 | 3,761 | 2,633 | 1,580 | 632 | 632 | 632 | 632 | 632 | 632 | 17,140 |
| Clay County Senior Services | 0.0378 | 3,292 | 2,304 | 1,613 | 968 | 387 | 387 | 387 | 387 | 387 | 387 | 10,500 |
| Clay County Health Center | 0.0758 | 6,601 | 4,621 | 3,234 | 1,941 | 777 | 777 | 777 | 777 | 777 | 777 | 21,056 |
| Liberty Hospital District | - | - | - | - | - | - | - | - | - | - | - | - |
| Liberty School District | 5.5375 | 482,228 | 337,560 | 236,292 | 141,775 | 56,733 | 56,733 | 56,733 | 56,733 | 56,733 | 56,733 | 1,538,252 |
| Mid Continent Public Library | 0.3119 | 27,162 | 19,013 | 13,309 | 7,985 | 3,195 | 3,195 | 3,195 | 3,195 | 3,195 | 3,195 | 86,642 |
| Tri-County Mental Health | 0.0758 | 6,601 | 4,621 | 3,234 | 1,941 | 777 | 777 | 777 | 777 | 777 | 777 | 21,056 |
| City of Liberty, Missouri | 0.7699 | 67,046 | 46,932 | 32,853 | 19,712 | 7,888 | 7,888 | 7,888 | 7,888 | 7,888 | 7,888 | 213,869 |
| Developmental Disability Board | 0.0909 | 7,916 | 5,541 | 3,879 | 2,327 | 931 | 931 | 931 | 931 | 931 | 931 | 25,251 |
| Metropolitan Community College | 0.1767 | 15,388 | 10,771 | 7,540 | 4,524 | 1,810 | 1,810 | 1,810 | 1,810 | 1,810 | 1,810 | 49,085 |
| State of Missouri | 0.0300 | 2,613 | 1,829 | 1,280 | 768 | 307 | 307 | 307 | 307 | 307 | 307 | 8,334 |
| | 7.1859 | \$ 625,778 | \$ 438,044 | \$ 306,631 | \$ 183,979 | \$ 73,621 | \$ 73,621 | \$ 73,621 | \$ 73,621 | \$ 73,621 | \$ 73,621 | \$ 1,996,158 |

TRUST INDENTURE

Dated as of March 1, 2026

between the

CITY OF LIBERTY, MISSOURI,

AND

**UMB BANK, N.A.,
as Trustee**

Relating to:

**\$41,052,000
(Aggregate Maximum Principal Amount)
City of Liberty, Missouri
Taxable Industrial Development Revenue Bonds
(LMV Equipment Expansion Project)
Series 2026**

TRUST INDENTURE

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| Exhibit E – Abatement Period | | |

TRUST INDENTURE

THIS TRUST INDENTURE dated as of March 1, 2026, between the **CITY OF LIBERTY, MISSOURI**, a special charter city organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”);

RECITALS:

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

2. Pursuant to the Act, the governing body of the City passed an ordinance (the “Ordinance”) on March ___, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (LMV Equipment Expansion Project), Series 2026, in the maximum principal amount of \$41,052,000 (the “Bonds”), for the purpose of purchasing and installing certain equipment (the “Project Equipment,” as more fully described on **Exhibit B** hereto) to be used by Dieomatic Incorporated, an Iowa corporation (the “Company”) at the site described on **Exhibit A** (the “Project Site”), and authorizing the City to lease the Project Equipment to the Company.

3. Pursuant to the Ordinance, the City is authorized to execute and deliver this Trust Indenture (the “Indenture”) for the purpose of issuing and securing the Bonds (as hereinafter defined), and to enter into the Lease Agreement of even date herewith (the “Lease”) with the Company, under which the City, as lessor, will, or will cause the Company to, purchase and install the Project Equipment and will lease the Project Equipment to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds.

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

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

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

(a) All right, title and interest in and to the Project Equipment together with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining;

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

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

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

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

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

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I
DEFINITIONS

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

“Abatement Period” shall mean, for any item of Project Equipment, the period starting on the date on which such item is acquired or deemed to be acquired with Bond proceeds and ending on December 1, 2037; as such periods are more specifically detailed on **Exhibit E** hereto.

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

“Additional Rent” means the additional rental described in **Section 5.2** of the Lease.

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

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

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

“Bond” or **“Bonds”** means the Taxable Industrial Development Revenue Bonds (LMV Equipment Expansion Project), Series 2026, in the maximum aggregate principal amount of \$41,052,000, issued, authenticated and delivered under and pursuant to this Indenture.

“Bond Fund” means the “City of Liberty, Missouri, Bond Fund – Dieomatic Incorporated” created in **Section 601** of this Indenture.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of March 1, 2026, between the City and the Purchaser.

“Business Day” means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee are required or authorized by law to remain closed or a day on which the payment system of the Federal Reserve is not operational.

“Company” means Dieomatic Incorporated, an Iowa corporation, and its successors or assigns.

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

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

“Closing Date” means the date mutually agreed upon by the City and the Purchaser for the issuance of the Bonds as expressed in the Bond Purchase Agreement.

“Closing Price” means the amount described as such in the Bond Purchase Agreement.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of all Bonds outstanding under the provisions of this Indenture, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

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

“Financing Document” means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, hedging agreement or other document executed by or on behalf of a Financing Party.

“Financing Party” means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the ownership, lease, operation or maintenance of the Project Equipment or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person’s behalf.

“Full Insurable Value” means the reasonable replacement cost of the Project Equipment, less physical depreciation, as determined by the Company in accordance with **Section 7.2(a)** of the Lease.

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

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

“Investment Securities” means any of the following securities:

- (a) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed by the United States of America;

(b) obligations of the Federal Financing Bank, Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, and U.S. dollar denominated deposit accounts issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

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

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

“Lease” means the Lease Agreement dated as of March 1, 2026, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

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

“Leasehold Security Agreement” means any leasehold security agreement, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project Equipment permitted pursuant to the provisions of **Section 10.4** of the Lease.

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

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

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

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

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

“Performance Agreement” means the Performance Agreement dated as of March 1, 2026, between the City and the Company, as amended from time to time.

“Permitted Encumbrances” means (a) liens for *ad valorem* taxes and special assessments not yet due or which are being contested in good faith by appropriate actions, provided that adequate reserves with respect thereto are maintained on the books of the Company in conformity with generally acceptable accounting principles, (b) landlords’, carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other like liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate actions, (c) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount in relation to the value of the property subject thereto and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Company, (d) the Indenture and the Lease and (e) liens or security interests granted pursuant to any Financing Documents.

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

“Project Costs” means all costs of purchasing and installing the Project Equipment.

“Project Equipment” means all items of machinery, equipment or other personal property acquired or installed or acquired for installation on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor which, pursuant to **Section 8.2** of the Lease, constitute part of the Project Equipment; *provided that* the Project Equipment subject to this Indenture and the Lease at any given time shall not include any property that has reached the end of its Abatement Period.

“Project Fund” means the “City of Liberty, Missouri, Project Fund – Dieomatic Incorporated” created in **Section 501** of this Indenture.

“Project Site” means the location described herein and in the Lease Agreement upon which the Project Equipment will be situated.

“Purchaser” means Dieomatic Incorporated.

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

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

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

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

“Unassigned Rights” means the City’s rights under the Lease to receive moneys for its own account, including but not limited to payments in lieu of taxes, and the City’s rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, and the rights of the City to provide any consent or approval under the Lease or enforce any provision of the Lease relating to the condition or use of the Project Equipment.

Section 102. Rules of Interpretation.

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

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

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

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

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

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

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as “City of Liberty, Missouri, Taxable Industrial Development Revenue Bonds (LMV Equipment Expansion Project), Series 2026.” The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to \$41,052,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project Equipment and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

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

(a) The Bonds shall be issuable in the form of one Bond in the maximum principal amount of \$41,052,000. The Bonds shall be substantially in the form hereinafter set forth in **Exhibit C** hereto.

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

Section 204. Method and Place of Payment of Bonds.

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

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

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

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States. If the Company owns all of the Bonds, then the Company may set-off its obligation for the Basic Rent to the City as Lessee under the Lease Agreement against the City's obligation to the Company as Bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

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

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

Section 206. Registration, Transfer and Exchange of Bonds.

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

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. The Trustee shall be fully protected in relying upon such representation letter and shall have no duty or obligation to confirm that any transferee that provides such representation letter is an approved investor. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

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

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

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

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized for the purpose of providing funds to pay the costs of the Project Equipment, which Bonds shall be designated "City of Liberty, Missouri, Taxable Industrial Development Revenue Bonds (LMV Equipment Expansion Project) Series 2026." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2037** (subject to prior redemption as hereinafter

provided in **Article III**) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent.

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

(1) A copy of the Ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Lease and the Performance Agreement;

(2) Copies of executed counterparts of this Indenture, the Lease and the Performance Agreement;

(3) A representation letter from the Purchaser in the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to the Purchaser upon transfer of funds in accordance with the Notice of Bond Sale. The Trustee shall be entitled to conclusively rely upon such request and authorization as to name of the Purchaser and the amount of such purchase price; and

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

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser of the Bonds shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then hold the Bonds in trust or if so directed in writing by the Purchaser deliver the Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate the Bonds in an amount equal to the Closing Price and then hold the Bonds in trust or if so directed in writing by the Purchaser deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser of the Bonds shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price. In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based

solely on the amount of the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced as set forth on Schedule 1 to the Bonds shall be the date of the City's approval of each requisition certificate.

(f) The Bonds shall bear interest at the rate of 7.00% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed \$41,052,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2037**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

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

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

Section 210. Cancellation and Destruction of Bonds Upon Payment.

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

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

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

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

(c) At its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

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

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the sole Owner)

prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the sole Owner) prior to the scheduled redemption date by email and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

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

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Project Fund. There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the City to be designated the "City of Liberty, Missouri, Project Fund – Dieomatic Incorporated" (herein called the "Project Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)** and **(e)** hereof), when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of acquiring and installing the Project Equipment shall pursuant to any written directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

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

(b) If, pursuant to **Section 208(e)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in a requisition certificate, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other entity designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative without inquiry or investigation. It is understood that the Trustee shall not be required to make any inspections of the Project, nor any improvements with respect thereto; make any provision to obtain completion bonds, mechanic's or materialmen's liens releases or otherwise

supervise the Project. The approval of each requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

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

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Creation of the Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the City to be designated the “City of Liberty, Missouri, Bond Fund – Dieomatic Incorporated” (herein called the “Bond Fund”).

Section 602. Deposits Into the Bond Fund. The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the purchaser of the Bonds; (b) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the installation of the Project Equipment or pursuant to **Section 505** hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Section 9.1(f)** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

The Trustee shall notify the Company in writing, at least 15 days prior to each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 603. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 605** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

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

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

Section 604. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 605. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

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

Section 702. Investment of Moneys in Project Fund and Bond Fund.

(a) Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner prior to the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized and hereby directed to invest and re-invest in a money market mutual fund permitted by paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee may conclusively rely upon the Authorized Company Representative's written direction as to both the suitability and legality of the directed investment and such written direction shall be deemed to be a certification to the Trustee that such directed investments constitute Investment Securities. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department. The Trustee may rely on the investment directions of the Authorized Company Representative as to both the suitability and legality of the directed investments.

(b) The City and the Company hereby agree that confirmations of Permitted Investments are not required to be issued by the Trustee for each month in which a monthly statement relating to the applicable fund or account is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

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

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project Equipment and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project Equipment as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project Equipment.

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

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

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

Section 805. Recordings and Filings. The City hereby authorizes the Trustee to file all continuation statements of such originally filed financing statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the initial financing statement is timely delivered to the Trustee. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. Notwithstanding the foregoing, the Trustee shall have no obligation to file any initial financing statement and unless otherwise notified in writing by the City, Owner, or Company, the Trustee may conclusively rely upon any originally filed financing statement in filing any continuations statements hereunder.

Section 806. Inspection of Project Equipment Books. The City covenants and agrees that all books and documents in its possession relating to the Project Equipment and the rents, revenues and receipts

derived from the Project Equipment shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it shall enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project Equipment in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the Unassigned Rights and the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Performance Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project Equipment and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

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

- (a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;
- (b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof; or
- (c) Default as specified in **Section 12.1** of the Lease shall have occurred.

Anything herein to the contrary notwithstanding and subject to **Section 907**, no default specified above shall constitute an Event of Default until actual notice of such default by registered or certified mail has been given by the City, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and has not corrected said default or caused said default to be corrected within such period.

Section 902. Acceleration of Maturity in Event of Default. If an Event of Default has occurred and is continuing, after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the

principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the written approval of a majority of the Owners of the Bonds then Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any related Remedies Notice provided in accordance with **Section 11.1** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

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

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

Section 905. Exercise of Remedies by the Trustee.

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

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

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

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

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee and the City, to (i) direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder, or (ii) direct the Trustee and the City to refrain, for such period of time as such Owners may specify, from exercising any remedies available to the Trustee or the City under this

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

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

Section 908. Application of Moneys in Event of Default.

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

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

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

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

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

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

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

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 603** hereof.

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

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

ARTICLE X

THE TRUSTEE

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

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

(b) The Trustee undertakes to perform such duties as are specifically set forth in this Indenture, and in the absence of negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

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

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

any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter or other paper or document provided for under this Indenture believed by it to be genuine and to have been signed, presented or sent by the proper Person or Persons. The Trustee may rely conclusively on any such certificate or other document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

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

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

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

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

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

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

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

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

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

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

(p) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts or war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and

interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

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

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

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding. In any instance in which the Trustee may be required to determine that a change made by a Supplemental Indenture is not materially prejudicial to the security for the Owners, prior to consenting to such Supplemental Indenture, the Trustee shall be entitled to require that there be delivered to it an opinion of counsel to the effect that such Supplemental Indenture is not materially prejudicial to the security for the Owners. The Trustee shall be fully protected and shall incur no liability in relying upon such opinion of counsel in making such determination.

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

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

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

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

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

privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

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

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

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

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

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

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

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

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

ARTICLE XI

SUPPLEMENTAL INDENTURES

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

- (a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);
- (b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) To more precisely identify the Project Equipment;
- (d) To conform the Indenture to amendments to the Lease made by the City and the Company; or
- (e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

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

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

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

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

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project Equipment or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners. In any instance in which the Trustee may be required to determine that a change made by a Supplemental Lease does not materially and adversely affect the Trustee or security for the Owners, prior to consenting to such Supplemental Lease, the Trustee shall be entitled to require that there be delivered to it an opinion of counsel to the effect that such Supplemental Lease does not materially and adversely affect the Trustee or security for the Owners. The Trustee shall be fully protected and shall incur no liability in relying upon such opinion of counsel in making such determination.

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

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

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon the Trustee shall cancel, discharge and release this Indenture and shall, upon the written request of the City or the Company, execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 603** hereof and except funds or securities in which such funds are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

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

Section 1302. Bonds Deemed to be Paid.

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

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

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

the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond), if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

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

(a) To the City:

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

(b) To the Trustee:

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

(c) To the Company:

Dieomatic Incorporated
2550 Steeles Avenue East Brampton
Ontario, Canada L6T 5R3
Attention: General Counsel

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

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

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

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

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

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

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If

the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[remainder of page intentionally left blank]

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

CITY OF LIBERTY, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
Deputy City Clerk

UMB BANK, N.A., as Trustee

By: _____
Name:
Title:

Trust Indenture
Liberty, MO / LMV Equipment Expansion Project
Series 2026

EXHIBIT A

THE PROJECT SITE

The Project Site includes the real property located at 3251 E. Heartland Drive, Liberty, Missouri 64068.

EXHIBIT B

THE PROJECT EQUIPMENT

All equipment acquired on or after January 1, 2026, that is financed with the proceeds of the Bonds and located on the Project Site in Liberty, Missouri, to and until the end of the Abatement Period for each such item of equipment. Such equipment shall include manufacturing machinery and assembly equipment.

EXHIBIT C
FORM OF BOND

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

No. 1

**Not to Exceed
\$41,052,000**

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**CITY OF LIBERTY, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(LMV EQUIPMENT EXPANSION PROJECT)
SERIES 2026**

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Dated Date</u> |
|----------------------|----------------------|-------------------|
| 7.00% | December 1, 2037 | _____, 2026 |

OWNER: DIEOMATIC INCORPORATED

**MAXIMUM
PRINCIPAL AMOUNT: FORTY-ONE MILLION FIFTY-TWO THOUSAND
DOLLARS**

THE CITY OF LIBERTY, MISSOURI, a special charter city organized and existing under the laws of the State of Missouri (the “City”), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within-mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by electronic transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1 commencing on December 1, 2026, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

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

THIS BOND is one of a duly authorized series of Bonds of the City designated “City of Liberty, Missouri Taxable Industrial Development Revenue Bonds (LMV Equipment Expansion Project), Series 2026,” in the maximum aggregate principal amount of \$41,052,000 (the “Bonds”), to be issued for the purpose of providing funds to pay the cost of purchasing and installing the Project Equipment, to be leased to the Company, under the terms of a Lease Agreement dated as of March 1, 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Lease”), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, statutes of the State of Missouri and the City’s Charter, including particularly the Act, and pursuant to proceedings duly had by the governing body of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of March 1, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “Indenture”), between the City and UMB Bank, N.A., as trustee (the “Trustee”). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

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

THE BONDS shall be subject to redemption in accordance with the Indenture.

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

THE OWNER of this Bond shall have no right to enforce the provision of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person’s duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer

satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of \$41,052,000.

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

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

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

[remainder of page intentionally left blank]

CITY OF LIBERTY, MISSOURI

By _____
Mayor

(SEAL)

ATTEST:

By _____
Deputy City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Development Revenue Bond (LMV Equipment Expansion Project), Series 2026, described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

Date

By _____
Authorized Signatory

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

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

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

Dated: _____.

PLACE SIGNATURE MEDALLION BELOW:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Liberty, Missouri
Liberty, Missouri
ATTN: Deputy City Clerk

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department

Re: \$41,052,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (LMV Equipment Expansion Project), Series 2026, of the City of Liberty, Missouri

Ladies and Gentlemen:

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

1. The Investor understands that (a) the Bonds are being issued under and pursuant to a Trust Indenture dated as of March 1, 2026 (the “Indenture”), between City of Liberty, Missouri (the “City”) and UMB Bank, N.A., as trustee (the “Trustee”), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project Equipment (as defined in the Indenture) to Dieomatic Incorporated (the “Company”), under a Lease Agreement dated as of March 1, 2026 (the “Lease”), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

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

3. The Investor agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company and the Purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

4. The City and the Company have (a) furnished such information as the Investor deems necessary to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to Investor ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the Company and the terms and conditions of the offering of the Bonds, and (c) provided to the Investor all additional information which it has requested.

5. The Investor is familiar with the operations of the Company and fully aware of terms and risks of the Bonds. The Investor believes the Bonds that it is acquiring are a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program. The Investor is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment

6. The Investor is fully aware of and satisfied with (a) the current status of the title to the Project Equipment and any issues related thereto and (b) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the Investor is purchasing the Bonds with full knowledge of such matters.

7. The Investor understands and agrees that the interest on the Bonds is subject to federal and state income taxation.

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

Dated: _____

Investor Name: _____

By: _____

Title: _____

EXHIBIT E

ABATEMENT PERIOD

For each item of Project Equipment acquired in the years shown below, the abatement period shall begin and terminate as shown below. No Project Equipment shall be acquired with Bond proceeds after December 31, 2029.

| <u>Date of Acquisition</u> | <u>Start of Abatement Period</u> | <u>End of Abatement Period</u> |
|----------------------------|----------------------------------|--------------------------------|
| 1/1/26 to 12/31/26 | January 1, 2027 | December 31, 2037 |
| 1/1/27 to 12/31/27 | January 1, 2028 | December 31, 2037 |
| 1/1/28 to 12/31/28 | January 1, 2029 | December 31, 2037 |
| 1/1/29 to 12/31/29 | January 1, 2030 | December 31, 2037 |

LEASE AGREEMENT

Dated as of March 1, 2026

between the

**CITY OF LIBERTY, MISSOURI,
as Lessor,**

and

**DIEOMATIC INCORPORATED,
as Lessee**

Relating to:

**\$41,052,000
(Aggregate Maximum Principal Amount)
City of Liberty, Missouri
Taxable Industrial Development Revenue Bonds
(LMV Equipment Expansion Project)
Series 2026**

Certain rights of the City of Liberty, Missouri (the “City”), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of March 1, 2026, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of March 1, 2026 (the “Lease”), between the **CITY OF LIBERTY, MISSOURI**, a special charter city organized and existing under the laws of the State of Missouri (the “City”), as lessor, and **DIEOMATIC INCORPORATED**, an Iowa corporation (the “Company”), as lessee;

RECITALS:

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

2. Pursuant to the Act, the governing body of the City has heretofore passed an ordinance (the “Ordinance”) on March __, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (LMV Equipment Expansion Project), Series 2026, in the maximum principal amount of \$41,052,000 (the “Bonds”), for the purpose of purchasing and installing certain equipment (the “Project Equipment,” as more fully described on **Exhibit A** hereto) to be used by the Company at the site described on **Exhibit A** to the herein defined Indenture (the “Project Site”), and authorizing the City to lease the Project Equipment to the Company.

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the “Indenture”), with UMB Bank, N.A., as Trustee (the “Trustee”), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will purchase and install the Project Equipment and will lease the Project Equipment to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

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

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to

such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

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

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

(b) As of the date of delivery hereof, the City proposes to purchase and install the Project Equipment or cause the Project Equipment to be purchased and installed at the Project Site. The City proposes to lease the Project Equipment to the Company and sell the Project Equipment to the Company if the Company exercises its option to purchase the Project Equipment or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) The purchase and installation of the Project Equipment will further the public purposes of the Act.

(d) No member of the governing body of the City or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

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

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Iowa and is in good standing under the laws of and duly authorized to transact business in the State of Missouri.

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

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

(d) The Project Equipment will be located at the Project Site and will comply in all material respects with all presently applicable laws, rules and regulations.

(e) The Project Site is located wholly within the incorporated limits of the City.

ARTICLE III

GRANTING PROVISIONS

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

Section 3.2. Lease Term. This Lease shall become effective upon its delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project Equipment shall terminate on **December 1, 2037**.

Section 3.3. Possession and Use of the Project Equipment.

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

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

ARTICLE IV

**PURCHASE AND INSTALLATION
OF THE PROJECT EQUIPMENT**

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that it will issue, sell and cause to be delivered the Bonds to the purchaser of the Bonds in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Indenture requires the Trustee to promptly deposit such proceeds, when received, as provided therein, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Indenture permits the Trustee (pursuant to **Section 208(d)** of the Indenture) to endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Purchase and Installation of the Project Equipment. The City and the Company agree that the Company as the agent of the City shall, but solely from the Project Fund, purchase and install the Project Equipment as follows:

(a) The City will acquire any portion of the Project Equipment installed or located at the Project Site at the execution hereof. Concurrently with the execution of this Lease, a bill of sale and any other necessary instruments of transfer will be delivered to the City, which may consist of a requisition containing conveyance language.

(b) The Company will purchase and install the Project Equipment at the Project Site. Except as provided in the next sentence, title to the Project Equipment shall be evidenced by bills of sale or other instruments of transfer (which may consist of a requisition containing conveyance language), including purchase orders or other instruments pursuant to which the City acquires title to personal property directly from the vendor thereof. Subject to **Section 8.2**, all Project Equipment substituted by the Company shall automatically become part of the Project Equipment subject to this Lease, and full title and ownership of such Project Equipment shall be automatically vested in the City, without the requirement of a bill of sale or other instrument of conveyance unless otherwise requested by the City. In any event, on or before March 1 of each year, the Company shall furnish to the City and the Trustee certificate listing items (based on the Company's internal record keeping) comprising the Project Equipment as of January 1 of such year, setting out the date such property was acquired with Bond proceeds and the date on which the Abatement Period for each item of such property ends in accordance with **Exhibit E** to the Indenture. The Trustee may conclusively rely upon such certificate in creating and maintaining the list of Project Equipment in accordance with **Section 10.8**. No property shall be included on such list of Project Equipment unless such property is within the Abatement Period for such property. The improper inclusion or exclusion of any Project Equipment pursuant to such list may be rectified by the Company within 30 days after written notice to the Trustee and City of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Project Equipment for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the Trustee as may be requested in order to ensure that such list corresponds to the list of Project Equipment maintained by the Trustee pursuant to **Section 10.8**. The City and the Company agree that property that, (1) pursuant to **Section 4.8**, is purchased by the Company with its own funds and not Bond proceeds, or (2) is outside of its Abatement Period, shall not constitute part of the Project Equipment and shall be the property of the Company and therefore subject to taxation.

(c) The Company will use its reasonable commercial efforts to cause the purchase and installation of the Project Equipment to be completed as soon as practicable. If such purchase and installation commences before the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof.

Section 4.4. Payment for Project Costs. Except with respect to Project Costs paid pursuant to **Section 503(b)** of the Indenture, all Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit B**, signed by an Authorized Company Representative:

(a) requesting payment of a specified amount of such funds (which amount shall be equal to the value of the property being transferred to the City simultaneously with any request) and directing to whom such amount shall be paid;

(b) describing each item of Project Costs for which payment is being requested, including for Project Equipment, a description of the item and a serial or other identifying number, if any, for such item;

(c) stating that each item for which payment is requested is or was desirable and appropriate in connection with the purchase and installation of the Project Equipment, has been properly incurred and is a proper charge against the Project Fund, that the amount requested either has been paid by the Company, or is justly due, and has not been the basis of any previous requisition from the Project Fund; and

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of her or his knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and installation of the Project Equipment which might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Project Equipment or any part thereof.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

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

Section 4.6. Surplus or Deficiency in Project Fund.

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

(b) If the Project Fund is insufficient to pay fully all Project Costs and to complete the Project Equipment free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay into the Project Fund the full amount of any such deficiency, and the Trustee shall use those Project Fund moneys to make payments to the contractors and to the suppliers of materials and services as the same become due in accordance with the applicable contracts entered into with such contractors and suppliers all in accordance with the provisions for payment of Project Costs set forth in **Section 4.4** of this Lease, and the Company shall save and hold harmless the City and the Trustee from any obligation to pay such deficiency.

Section 4.7. Project Equipment Property of City.

(a) The Project Equipment installed on or located at the Project Site at the execution hereof and which the Company desires to convey to the City, all Project Equipment as acquired, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project Equipment, except as otherwise specifically provided herein, shall immediately when installed or purchased become the absolute property of the City, subject only to this Lease, the Indenture and the Leasehold Security Agreement, if any.

(b) This Agreement is not to be construed as transferring to the City or the Trustee any right, title, or interest to, or granting license rights under, any intellectual property owned or acquired by the Company covering the Project Equipment, other than to use the Project Equipment in the manner and to the extent provided by this Agreement.

Section 4.8. Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Equipment and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project Equipment for purposes of **Section 6.4**. When any property reaches the end of its Abatement Period, such property shall immediately cease to be part of the Project Equipment and shall become the absolute property of the Company, free and clear of the Lease and the Indenture.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent.

(a) The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project Equipment, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such payment date, shall be equal to the amount payable on such payment date as principal of the Bonds and the interest thereon as provided in the Indenture. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture.

(b) As long as the Company owns all of the Bonds, then the Company may set-off the then-current Basic Rent payment against the City's obligation to the Company as Bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

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

(a) all fees, charges and expenses, including reasonable agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under the Indenture, this Lease or the Performance Agreement, as and when the same become due;

(b) all costs incident to the issuance of the Bonds and the payment of the principal of and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all fees, charges and expenses incurred in connection with the enforcement of any rights under the Indenture, this Lease or the Performance Agreement by the City, the Trustee or the Owners, including counsel fees and expenses; and

(d) all other payments of whatever nature which the Company has agreed in writing to pay or assume under the provisions of the Performance Agreement, this Lease or the Indenture.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) Except as expressly stated in this Agreement and Section 204(d) of the Indenture, the obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project Equipment has been purchased or installed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project Equipment or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project Equipment, legal curtailment of the Company's use thereof, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants

under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

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

At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon, in accordance with the terms of the Indenture.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project Equipment in a safe operating condition and keep the Project Equipment in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

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

(b) The Company shall have the right, in its own name or in the City's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at

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

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the payments to be made by the Company under the Performance Agreement to the extent of any *ad valorem* taxes imposed with respect to the Project Equipment paid pursuant to this Section.

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

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project Equipment is owned by the City and is subject to the Lease, the Project Equipment will be exempt from all *ad valorem* property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Reserved.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance to keep the Project Equipment constantly insured against loss or damage by fire, lightning and other risks covered by standard commercial property insurance policies in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible or self-insured retention provisions not to exceed the amounts normally or generally carried by the Company). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers as may be selected by the Company. Copies of certificates of insurance for such policies shall be delivered by the Company to the City and the Trustee on the date of execution of this Lease. The Trustee may rely conclusively on any such certificates of insurance and shall not be required to review, make any independent inspection, or investigation in

connection therewith. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and Trustee as loss payees, as their respective interests may appear, and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee. The Company will provide immediate notice to the City and the Trustee of the intent to cancel such insurance.

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

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability and automobile liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City, the Company and the Trustee are the named or additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee. Certificates of such policies shall be furnished to the Trustee on the date of execution of this Lease. The Company will provide immediate notice to the City and the Trustee of the intent to cancel such insurance.

(b) In the event of a general or automobile liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Worker's Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Worker's Compensation coverage required by the laws of the State of Missouri.

ARTICLE VIII

**MODIFICATIONS, REPAIRS AND IMPROVEMENTS
OF THE PROJECT EQUIPMENT**

Section 8.1. Additions of Machinery and Equipment on the Project Site. Following the earlier to occur of (1) submission of requisition certificates pursuant to **Section 4.4** in an amount equal to \$41,052,000 or (2) **December 31, 2029**, any additions of personal property installed on the Project Site by the Company shall, except as provided in **Section 8.2**, remain the property of the Company and shall not become part of the Project Equipment. Such personal property shall be subject to *ad valorem* taxes.

Section 8.2. Removal and Replacement of Project Equipment.

(a) The Company may, if it is not in default in making payments of Basic Rent or Additional Rent hereunder, remove from the Project Site and sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Company, are otherwise no longer useful to the Company in its operations at the Project Site. Before any such removal, the Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description, including the make, model and serial numbers, if any, of any machinery or equipment constituting a part of the Project Equipment that the Company proposes to remove. Upon request, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of the Project Equipment removed. Notwithstanding anything contained herein to the contrary, title to any item of the Project Equipment removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project Site caused thereby. The Company's right under this Section to remove machinery and equipment constituting a part of the Project Equipment is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment that is no longer suitable for any of the reasons set forth in this Section, and such right is not to be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Company to make a wholesale removal of the Project Equipment.

(c) If the Company replaces any portion of the Project Equipment due to damage (other than ordinary wear and tear), such replacement shall become part of the Project Equipment and shall be entitled to the tax exemption afforded by virtue of the City's ownership of the Project Equipment, provided that such replacement shall only benefit from such exemption during the original Abatement Period of the property replaced by it.

(d) If the Company replaces any portion of the Project Equipment for any other purpose, then such replacement equipment shall not become part of the Project Equipment and shall be subject to *ad valorem* taxes.

(e) Simultaneous with its furnishing of the certificate listing the Project Equipment to the City and the Trustee pursuant to **Section 4.2**, the Company shall (1) identify any Project Equipment that is being replaced, (2) identify the replacement equipment, and (3) state whether the replacement equipment will become part of the Project Equipment.

Section 8.3. Reserved.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project Site related to any repair, restoration, replacement, modification or addition to the Project Equipment, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and

regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.5. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project Equipment, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project Equipment, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project Site, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit.

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

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project Equipment is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (1) make the determination described in subsection (f) below, or (2) repair, restore or replace the same so that upon completion of such repairs, restoration or replacement such Project Equipment is of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction.

If the Company elects to repair, restore or replace the Project Equipment, any reference to the words "Project Equipment" shall be deemed to include any such new machinery, equipment and fixtures.

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

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration or replacement, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Leasehold Security Agreement or Financing Party. Completion of such repairs, restoration or replacement shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration or replacement, the Company shall pay the deficiency.

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

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

(e) The Company agrees to give prompt written notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site over \$100,000.

(f) If the Company determines that repairing, replacing or restoring the Project Equipment is not practicable and desirable, any Net Proceeds of property insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the secured party under any Leasehold Security Agreement (if any) and the Financing Party under any Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f).

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

Section 9.2. Reserved.

Section 9.3. Owner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty may prior to the application thereof by the City or the Trustee be applied as directed in writing by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Performance Agreement.

ARTICLE X

SPECIAL COVENANTS

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

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry because of the Company's default hereunder or upon the cancellation or termination of this Lease for any reason other than the Company's purchase of the Project Equipment pursuant to **Article XI** hereof, the Company shall peacefully surrender possession of the Project Equipment to the City in good condition and repair.

Section 10.3. Right of Access to the Project Equipment. The City may conduct such periodic inspections of the Project Equipment as may be generally provided in the City's code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during normal business hours and, except in the event of emergencies, upon not less than one Business Day's prior notice, subject to the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project Equipment without interference or prejudice to the Company's operations, (b) to monitor the purchase and installation provided for in **Section 4.2** hereof as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the acquisition, installation or maintenance of the Project Equipment, (d) to perform such work in and about the Project Equipment made necessary by reason of the Company's default under any of the provisions of this Lease, and (e) upon either (i) the occurrence and continuance of an Event of Default or (ii) the Company's failure to purchase the Project Equipment at the end of the Lease Term, to exhibit the Project Equipment to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Leasehold Security Agreements and Financing Arrangements.

(a) Subject to **Section 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (1) grant subleases (as permitted in **Section 13.1(b)** hereof), or licenses, of the Project Equipment, or parts thereof, (2) release or terminate existing subleases, or licenses, all with or without consideration and upon such terms and conditions as the Company shall determine, or (3) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, license, or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project Equipment, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance, and that the Company will defend, indemnify and save and hold harmless the Trustee and the City from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising from the execution and delivery of any instrument, agreement, or other arrangement pursuant to this Section. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project Equipment by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project Equipment, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security

interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

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

(ii) the City, shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(iii) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(iv) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(v) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs, extraordinary expenses and disbursements incurred by the City or the Trustee in connection with any such default; and

(vi) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project Equipment at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or

refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Company's obligations under any mortgage or Financing Document relating to the Project Equipment shall be subordinate to the Company's obligations under this Lease.

(g) With respect to any documents the City is requested to sign under this **Section 10.4**, the City shall not be required to undertake any duties or payment obligations under such documents and shall make only such representations as it deems appropriate in its sole discretion. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such requests.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees and expenses, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Performance Agreement or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project Equipment during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project Equipment, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease, the Performance Agreement, the Indenture or any related document, (c) any contract entered into in connection with the purchase or installation of the Project Equipment, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) any violation of Section 107.170 of the Revised Statutes of Missouri, as amended, and (g) the acceptance or administration by the Trustee of the trust created by the Indenture; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (i) the result of work being performed on the Project Equipment by employees of the City, or (ii) the result of gross negligence or willful misconduct by the City; and shall not extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the gross negligence or willful misconduct by the Trustee. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease and the Performance Agreement, the satisfaction and discharge of the Indenture or the resignation or removal of the Trustee.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel satisfactory to the Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by

separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, interest expense deduction, investment tax credits or any other tax benefits with respect to the Project Equipment or any part thereof shall, for federal and state income tax purposes, belong to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, interest expense deduction, investment tax credits or other tax benefits.

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee Person (a) expressly assumes in writing all the obligations of the Company contained in this Lease, and (b) (i) the long-term debt rating of such Person or the long-term debt rating of an entity controlled by, under common control with or controlling such Person, is the same as or better than the long-term debt rating category by any nationally recognized rating service as the Company, (ii) such Person is controlled by, under common control with or controls the Company, or (iii) such Person has a Net Worth of at least \$10,000,000. For purposes hereof, "Net Worth" shall mean total assets less total liabilities as reported on the financial statements of such Person pursuant to generally accepted accounting principles.

Section 10.8. Security Interests.

(a) To secure the payment of all of the Company's obligations under this Lease, to the extent permitted by law, the Trustee retains a security interest in all personal property consisting of the Project Equipment, including all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom.

(b) The City and the Company hereby authorize the Trustee to file all continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. At the written request of all of the Owners, the City and the Company agree to enter into any other instruments necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project Equipment. Upon the written instructions of the Owners of 100% of the Bonds then Outstanding and at

the expense of the Company, the Trustee shall, pursuant to the terms of the Indenture, file all continuation instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. Notwithstanding the foregoing, the Trustee shall not be obligated to file any original instrument and the Trustee shall not be responsible for the accuracy or sufficiency of any such original instrument. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. The Trustee may conclusively rely upon any initial filing in filing any continuation statement or modification thereto pursuant to this Section. Subject to its receipt of the certificate of the Company required by Section 4.2, the Trustee shall maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.2** and **Section 8.2** hereof.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project Equipment.

(a) The Company shall have, and is hereby granted, the option to purchase the Project Equipment at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture.

(b) To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 30 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Company shall make arrangements for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date. The Company may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(1) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(2) an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(3) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(4) the sum of \$10.00.

At its option, to be exercised at least five (5) days before the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project Equipment. At the closing of the purchase of the Project Equipment pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) A release of the Project Equipment from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code, all executed by a duly authorized officer of the Trustee, on behalf of the Trustee as assignee of the City.

(b) Documents, including without limitation a bill of sale, conveying to the Company legal title to the Project Equipment, as it then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project Equipment was subject when conveyed to the City; (2) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (3) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreement on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease; and (5) if the Project Equipment or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project Equipment granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project Equipment. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project Equipment upon the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture. The amount of the purchase price under this Section shall be equal to the amount set forth in **Section 11.1(b)(1), (2), (3) and (4)** above.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” or “default” under this Lease:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default continues for 30 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion); or

(c) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) makes an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The Company abandons the Project Equipment or any material portion thereof, and the same remains uncared for or abandoned for a period of 90 days, or if the Company ceases operations (as described in **Section 3.13** of the Performance Agreement) at the Project Site or is ejected from the Project Site; or

(e) The Company fails to (1) pay amounts due under the Performance Agreement or (2) comply with the other material terms of the Performance Agreement, and such default referred to in clause (2) continues for 30 days after the City, the Trustee or any other party to the Performance Agreement has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default; provided that (a) the Company has commenced such cure within such 30-day period, and (b) the Company diligently prosecutes such cure to completion).

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof, the Company's rights to possession of the Project Equipment shall cease and this Lease shall thereupon be terminated, and the City may take possession of the Project Equipment or, if the Company has paid all obligations due and owing under the Indenture, this Lease and the Performance Agreement, convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease.

Section 12.4. Performance of the Company's Obligations by the City. If the Company fails to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorney's fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article (except with respect to the enforcement of the Unassigned Rights, which shall remain with the City), upon notice as required of the

City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease;

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed; and

(4) The Company shall notify the City and the Trustee of the assignment in writing at the time the assignment becomes effective.

(b) The Company shall have the right to sublet all or any part of the Project Equipment to a single entity for any lawful purpose under the Act. The Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, for further subletting by the sublessee thereunder, without the consent of the City, if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease any interests in this Lease without the prior written consent of the City shall only apply to assignments made to an entity that satisfies the requirements of **Section 10.7** hereof. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease, the Performance Agreement or any agreement related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The Company understands that the City will, pursuant to the Indenture, pledge and assign certain rents, revenues and receipts receivable under this Lease to the Trustee as security for payment of the principal of and interest on the Bonds, and the Company hereby consents to such pledge and assignment.

Section 13.3. Reserved.

Section 13.4. Restrictions on Sale or Encumbrance of Project Equipment by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, mortgage, transfer or convey the Project Equipment or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. Any notice or other communication to be given under this Lease may be given by mailing or delivering the same in writing to the City, Trustee or Company at the times and at the addresses set forth for notices in the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project Equipment subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and

except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts; Electronic Storage. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF LIBERTY, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
Deputy City Clerk

DIEOMATIC INCORPORATED,
an Iowa corporation

By: _____
Name:
Title:

EXHIBIT A

PROJECT EQUIPMENT

All equipment acquired on or after January 1, 2026, that is financed with the proceeds of the Bonds and located on the Project Site in Liberty, Missouri, to and until the end of the Abatement Period for each such item of equipment. Such equipment shall include manufacturing machinery and assembly equipment.

EXHIBIT B

FORM OF REQUISITION CERTIFICATE

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF MARCH 1, 2026, BETWEEN THE CITY OF LIBERTY, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF MARCH 1, 2026, BETWEEN THE CITY OF LIBERTY, MISSOURI, AND DIEOMATIC INCORPORATED

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of \$_____ is requested to pay for Project Costs (as defined in said Trust Indenture).
2. Said Project Costs shall be paid in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.
3. Set forth on **Schedule 2** hereto is a description of the Project Equipment acquired by the Company and which is being paid for pursuant to this Requisition Certificate.
4. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase and installation of the Project Equipment (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.
5. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase and installation of the Project Equipment which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project Equipment or any part thereof.
6. With respect to all personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF LIBERTY, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project Equipment" as defined under the Lease Agreement dated as of March 1, 2026, between the Company and the City. The property is being conveyed "as is," "where is" and "with all faults" as of the date of this Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.
7. The Authorized Company Representative (i) certifies they have reviewed any wire instructions set forth in this written disbursement direction to confirm such wire instructions are accurate, and (ii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this disbursement direction.

DIEOMATIC INCORPORATED

By: _____
Authorized Company Representative

**SCHEDULE 1
TO REQUISITION CERTIFICATE**

Payee and Address

Description

Amount

\$41,052,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF LIBERTY, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(LMV EQUIPMENT EXPANSION PROJECT)
SERIES 2026

DATED AS OF MARCH 1, 2026

BOND PURCHASE AGREEMENT

Mayor and City Council
Liberty, Missouri

Ladies and Gentlemen:

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Dieomatic Incorporated, an Iowa corporation (the “Purchaser”), offers to purchase from the City of Liberty, Missouri (the “City”), the above-referenced Taxable Industrial Development Revenue Bonds (LMV Equipment Expansion Project), Series 2026, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of \$41,052,000 (the “Bonds”), to be issued by the City under and pursuant to an Ordinance adopted by the governing body of the City on March ___, 2026 (the “Ordinance”), and a Trust Indenture dated as of March 1, 2026 (the “Indenture”) by and between the City and UMB Bank, N.A., as trustee (the “Trustee”). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City’s acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a special charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution, the laws of the State of Missouri, and the charter and ordinances of the City, and all necessary action has been taken to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture and the Lease Agreement dated as of March 1, 2026 (the “Lease Agreement”) by and between the City and the Purchaser and any and all other agreements relating thereto, including the Performance Agreement (defined in the Lease Agreement). The proceeds of the Bonds shall be used for the purpose of acquiring and installing the Project Equipment and paying the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or to the City’s knowledge threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official

act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Lease Agreement, the Indenture or the Performance Agreement.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Iowa and is in good standing under the laws of and duly authorized to transact business in the State of Missouri.

(2) *No Conflict or Breach.* The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Documents Legal, Valid and Binding.* When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies.

(4) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such parties as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City, and the City agrees to sell to the Purchaser, the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease Agreement. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to the Trustee under the Indenture, which Additional Payments shall be applied to the payment of Project Costs or as provided in the Indenture and the Lease Agreement; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$41,052,000.

As used herein, the term "Closing Date" shall mean March ____, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean that certain amount specified in an initial requisition under the Indenture and the Lease and/or a closing memorandum for the Bonds as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease Agreement authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$41,052,000 and bearing interest at the rate shown in the Indenture; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the “Indemnified Parties”), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party’s negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Trust Indenture and the Lease Agreement and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or to its knowledge threatened wherein

any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Purchaser, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing or by telegraph of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. NOTICE

Any notice or other communication to be given under this Agreement may be given by mailing or delivering the same in writing to the City, Trustee or Company at the times and at the addresses set forth for notices in the Indenture.

SECTION 8. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to any entity controlled by, under common control with or controlling the Purchaser. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. Upon such assignment, the Purchaser shall be released from and have no further obligations under this Bond Purchase Agreement.

SECTION 9. EXECUTION OF COUNTERPARTS; ELECTRONIC STORAGE

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

Very truly yours,

DIEOMATIC INCORPORATED,
an Iowa corporation,
as Purchaser

By: _____
Name:
Title:

Accepted and Agreed to by:

CITY OF LIBERTY, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
Deputy City Clerk

PERFORMANCE AGREEMENT

Dated as of March 1, 2026

BETWEEN

CITY OF LIBERTY, MISSOURI

AND

DIEOMATIC INCORPORATED

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of March 1, 2026 (the “**Agreement**”), is between the **CITY OF LIBERTY, MISSOURI**, a special charter city and municipal corporation organized and existing under the laws of the State of Missouri (the “**City**”), and **DIEOMATIC INCORPORATED**, an Iowa corporation authorized to conduct business in the State of Missouri (the “**Company**”);

RECITALS:

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

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of certain personal property described on **Exhibit B** hereto (the “**Project Equipment**”) for the Company to be located on the site described on **Exhibit B** hereto (the “**Project Site**”), out of the proceeds of the industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project Equipment, and to lease or sell the Project Equipment to the Company for the purpose of financing the costs of the Project Equipment.

3. Pursuant to an ordinance passed by the City Council, the City has approved a plan including the Project Equipment and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the “**Indenture**”) between the City and the trustee named therein (the “**Trustee**”), for the purpose of issuing and securing the City’s Taxable Industrial Development Revenue Bonds (LMV Equipment Expansion Project), Series 2026, in the maximum principal amount of \$41,052,000 (the “**Bonds**”), (b) a Lease Agreement of even date herewith (the “**Lease**”) with the Company under which the City, as lessor, will acquire the Project Equipment and will lease the Project Equipment to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project Equipment’s exemption from *ad valorem* property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project Equipment.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to purchase and install the Project Equipment upon the terms and conditions hereinafter set forth.

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

ARTICLE I
DEFINITIONS

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

“**Abatement Period**” for each item of Project Equipment means the period set out on **Exhibit E** to the Indenture.

“**Agreement**” means this Performance Agreement dated as of March 1, 2026, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“**Annual Compliance Report**” means the Annual Compliance Report required to be filed by the Company by **Section 3.3** hereof, a copy of which is attached hereto as **Exhibit A**.

“**Company**” means Dieomatic Incorporated, an Iowa corporation, and its successors and assigns.

“**Event of Default**” means any Event of Default as described in **Section 6.1** hereof.

“**Indenture**” means the Trust Indenture dated as of March 1, 2026, between the City and the bond trustee designated therein, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

“**Job**” means a full-time position with the Company of not less than 37.5 hours per week at the Project Site, which shall include normal full-time employee benefits offered by the Company. Positions filled by workers who are not directly employed by the Company or its affiliates do not qualify as “Jobs” for purposes of this definition.

“**New Job**” means a Job created after January 1, 2026 that does not replace a Job that existed prior to such date.

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

“**Project Equipment**” means all items of machinery, equipment or other personal property acquired or installed or acquired for installation on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor which, pursuant to **Section 8.2** of the Lease, constitute part of the Project Equipment; *provided that* the Project Equipment subject to this Indenture and the Lease at any given time shall not include any property that has reached the end of its Abatement Period.

“**Project Site**” has the meaning given on **Exhibit B** attached hereto.

“**Required Number of New Jobs**” means 150.

“**Test Date**” means September 30 of each year, beginning on September 30, 2030 and ending on September 30, 2037.

ARTICLE II

REPRESENTATIONS

Section 2.1. City's Representations. The City hereby represents that the Project Equipment will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State through the creation of permanent jobs; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project Equipment will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State through the creation of permanent jobs; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Personal Property Tax Exemption.

(a) So long as the City owns title to the Project Equipment, the Project Equipment and the leasehold interest of the Company in the Project Equipment is expected to be exempt from *ad valorem* taxes on personal property. The Abatement Period for each item of Project Equipment shall begin and end as described in **Exhibit E** to the Indenture. Notwithstanding any other provision of this Agreement to the contrary, the last year of exemption for any Project Equipment shall be **2037**.

(b) The Company covenants and agrees that, during each year the Project Equipment is exempt from *ad valorem* personal property taxes by reason of City ownership, the Company will make annual payments in lieu of taxes to the City (the "**PILOT Payments**" and each such payment, a "**PILOT Payment**") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with proceeds of the Bonds (*i.e.*, personal property constituting a part of the Project Equipment) and shall not apply to property not financed with proceeds of the Bonds.

Section 3.2. Payments In Lieu of Taxes.

(a) The Company and the City agree that each item of personal property financed with the proceeds of the Bonds and constituting a part of the Project Equipment shall be exempt from *ad valorem* taxes during the Abatement Period for such item. The Company agrees that it shall make a PILOT Payment to the City (to be delivered to the Deputy City Clerk) on or before December 1 of each year, commencing December 1 of the first year of the Abatement Period, in an amount equal to **25%** of amount of the *ad valorem* personal property taxes which would otherwise be due with respect to the Project Equipment (calculated as set forth below).

The PILOT Payments shall be calculated by the Company as follows:

For purposes of calculating the PILOT Payments, the Company shall start with the cost of all personal property that becomes part of the Project Equipment by acquisition with Bond proceeds in each calendar year, excluding any costs of freight, installation, or sales or use tax (the "**Original Cost**"), and

apply a depreciation factor to such Original Cost for each year of the Abatement Period for such property, according to the depreciation schedule, as set out below:

| Abatement Period | Depreciation Factor: 5-Year Depreciable Property |
|-------------------------|---|
| Year 1 | 85.00% |
| Year 2 | 59.50% |
| Year 3 | 41.65% |
| Year 4 | 24.99% |
| Year 5 | 10.00% |
| Year 6 | 10.00% |
| Year 7 | 10.00% |
| Year 8 | 10.00% |
| Year 9 | 10.00% |
| Year 10 | 10.00% |

Beginning with the first year of the Abatement Period for such property, and annually thereafter through the Abatement Period for such property, the Company shall calculate the PILOT Payment for such property using the following formula:

$$\text{PILOT Payment} = \text{Tax} * 25\%$$

$$\text{Tax} = (\text{Assessed Value} / 100) * \text{Tax Rate}^1$$

$$\text{Assessed Value} = (\text{Original Cost} * \text{applicable "Depreciation Factor"} \text{ in the above table}) * 33.33\% \text{ assessment ratio}$$

¹ Shall be calculated using the then current combined property tax rate applicable to personal property located at the Project Site (7.1859 would have been applicable in 2025, for example).

(b) The Company will, in accordance with the above table and formula, prepare (i) a detailed summary of the Project Equipment expenditures for each year, and (ii) a calculation of the corresponding PILOT Payments, and notify the City by sending such report to the City for its review and approval on or before October 15 of each year, commencing on the first October 15 of the Abatement Period and continuing on each October 15 thereafter while this Agreement remains in effect.

Unless the City notifies the Company of its disapproval on or before October 31, the City shall be deemed to have approved of the Company's PILOT Payment calculations as set forth in the report. If the City disapproves, the City shall notify the Company in writing setting forth in detail the basis for such disapproval (notice to be provided in accordance with **Section 8.7** of this Agreement).

The approved PILOT Payments shall be payable to the City on or before December 1 of each such calendar year.

(c) The Company shall exercise its option pursuant to **Section 11.4** of the Lease to purchase the Project Equipment no later than December 1 of the last year of the final Abatement Period. If title to the Project Equipment has not been transferred by the City to the Company on or before such date, then not later than December 1 of the year following the Abatement Period, and not later than December 1 of each year thereafter until title to the Project Equipment is transferred to the Company, the Company shall

pay to the City a PILOT Payment equal to 100% of the amount that would otherwise be payable to each taxing jurisdiction but for the City's ownership thereof.

Section 3.3. Adjustment of Payments In Lieu of Taxes for Failure to Maintain Jobs.

(a) The City and the Company understand and agree that the property tax abatement set forth in **Section 3.1** above is conditioned upon the Company's creating and maintaining the New Jobs as stated in subsection (b) below for so long as the abatement described herein is in effect.

(b) If the Company fails to create and maintain at least the Required Number of New Jobs at the Project Site for a specific calendar year during the Abatement Period, as certified by the Company in writing to the Deputy City Clerk (measured by determining the actual number of New Jobs on the last day of each month on each of the immediately preceding 12 months ending on each Test Date and then calculating the 12-month average), the Company shall pay an additional PILOT Payment to the City on or before December 1 of each such calendar year in an amount equal to the formula percentage calculated below times the amount of *ad valorem* taxes which would otherwise be due with respect to the Project Equipment:

$$.75 - (.75 \times \frac{\text{Actual Number of New Jobs}}{\text{Required Number of New Jobs}}) = \text{PILOT \%}$$

(c) The Company shall file with the City annually, commencing on the first October 15 of the Abatement Period, and continuing on each October 15 thereafter while this Agreement remains in effect, an Annual Compliance Report in the form attached hereto as **Exhibit A**. The Company also agrees to provide reasonable access to the Company's records for purposes of verifying the number of New Jobs, in accordance with **Section 4.1** below.

(d) The calculations set forth in this **Section 3.3** shall be performed as of each Test Date, with any resulting PILOT Payment due as a result of such calculation to be applicable for the year in which such Test Date occurs. Notwithstanding anything contained herein to the contrary, in no event shall the Company's PILOT Payments calculated pursuant to this section and **Section 3.2** hereof exceed 100% of the actual property taxes that would have otherwise been payable on the Project Equipment, but for the City's ownership thereof, for the given year.

Section 3.4 Failure to Make Minimum Investment in Project Equipment. In the event the Company fails to make an investment in the Project Equipment equal to or greater than \$32,000,000 on or before **December 31, 2030**, then the percentage of PILOT Payments set forth in **Section 3.2** shall be increased to 75% for 2031 and each subsequent year through the final year of the final Abatement Period.

Section 3.5. No Abatement on Real Property or Special Assessments. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to real property taxes or any special assessments imposed thereon.

Section 3.6. Distribution of PILOT Payments. Within 30 days of the date of receipt of each PILOT Payment, the Deputy City Clerk, or other designated billing/collection agent, shall distribute each PILOT Payment, after reduction for the administrative costs of the City as provided by **Section 3.8** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project Equipment not been exempt from personal property taxation pursuant to this Agreement.

Section 3.7. Obligation of City to Effect Tax Abatement. The City agrees to take, at the Company's expense, all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Clay County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project Equipment. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project Equipment.

Section 3.8. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan including costs associated with this Agreement, in an amount of no greater than \$1,000 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Agreement expires or is terminated.

Section 3.9. Other Property Taxes In Connection with the Project Equipment. The City and the Company covenant and agree that the property tax abatement provided by this Agreement and the issuance of the Bonds shall only apply to the City's interest in the Project Equipment, and only to that portion financed with proceeds of the Bonds. Any property taxes levied against the Company's interest in the Project Equipment by any taxing authority shall be solely the responsibility of the Company. In the event such a levy or assessment should occur, the City shall, at the Company's request, fully cooperate with the Company in all reasonable ways to prevent and/or challenge such levy or assessment.

Section 3.10. [Reserved].

Section 3.11. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for *ad valorem* property taxes on the Project Equipment to Clay County, Missouri.

Section 3.12. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. However, no such appeal, protest or contest shall affect the amount or timing of PILOT Payments to be made under this Agreement.

Section 3.13. Cessation of Operations at the Project Site; Termination of Abatement due to Reduction in Workforce.

(a) If for any reason the Company completely vacates, abandons or ceases operations at the Project Site during the term of this Agreement, and fails to exercise its option to purchase the Project Equipment within 90 days after such vacancy, abandonment or cessation of operations, the Company shall make a PILOT Payment to the City (addressed to the Deputy City Clerk and to be distributed as provided in **Section 3.6**) equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project Equipment was not owned by the City. Such payment shall be made on or before December 1 in the year in which the Company ceases operations (in a *pro rata* amount assuming the Project Equipment was placed on the tax rolls effective on the date of cessation through December 31) and on each December 1 thereafter for each year in which the Project Equipment is, on January 1 of such year, still titled in the name of the City, and the Company has ceased operations.

(b) If an Annual Jobs Report submitted by the Company pursuant to **Section 3.3(c)** shows that the number of New Jobs as of the Test Date for such year has been reduced by more than 25% from the preceding Test Date, or is less than 50% of the Required Number of New Jobs for the then-current Test Date, the Company shall make a PILOT Payment to the City (addressed to the Deputy City Clerk and to be distributed as provided in **Section 3.6**) equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project Equipment was not owned by the City, starting with December 1 of the calendar year following the due date for such Annual Jobs Report and on each December 1 thereafter for each year in which the Project Equipment is, on January 1 of such year, still titled in the name of the City.

Section 3.14. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project Equipment. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project Equipment as if such Project Equipment was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project Equipment and the records of the Company which demonstrate compliance with this Agreement.

Section 4.2. Compliance with Laws. To the best of the Company's knowledge, the Project Equipment is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project Equipment, including environmental laws, subject to all applicable rights of the Company to contest the same.

Section 4.3. Purchase, Installation and Operation. The Project Equipment will be purchased, installed and operated in a manner that is consistent with the description of the Project Equipment herein and in the Lease. In the event the Project Equipment purchased and installed is materially inconsistent with the description of the Project Equipment contained herein and in the presentation to the City Council of the City, the City reserves the right to declare an Event of Default in accordance with **Section 6.1(c)** hereof.

Section 4.4. Indemnification. The Company shall indemnify and save and hold harmless the City from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project Equipment during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein provided, however, the indemnification contained in this **Section 4.4** shall not extend to the City if such claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, are the result of the negligence or willful misconduct by the City, or the performance or failure to perform by the City of its obligations under the Lease.

Section 4.5. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City, except that the Company shall have the right to assign or transfer its interest hereunder, including the benefits hereunder, in connection with any assignment or transfer of its interest in the Project Equipment that is permitted pursuant to the Lease; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project Equipment so long as the Company continues to occupy the Project Equipment and otherwise remains responsible for its undertakings herein.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payments required to be paid hereunder within 10 days after written notice and demand by the City;

(b) the Company shall fail to perform any of its obligations hereunder for a period of 30 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure which notice shall include a specific description of the Company's failure hereunder); provided, however, that if such failure is not subject to cure within such 30 days, such failure shall not constitute an Event of Default hereunder if the Company initiates action to cure such default and pursues such action diligently; or

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, however, that if such matter is not subject to cure within such 30 days after such notice, it shall not constitute an Event of Default hereunder if the Company initiates action to cure the default within such 30 days after such notice and pursues such action diligently.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Upon such termination the Company shall make a PILOT Payment to the City equal to (i) the *pro rata* amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the *pro rata* amount of taxes that would be due for the remaining portion of the year assuming the Project Equipment was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of operations shall be governed by

Section 3.13; and provided further, the Company shall receive a credit for all PILOT Payments made pursuant to **Section 3.2** herein and such credit shall reduce the amount of any payments due under this Section.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder that are late to the same extent as if such payments were late tax payments under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue *ad valorem* real estate taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly the following sentence and **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on **December 1, 2037** (the "**Stated Expiration Date**"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof, except as may be set forth in the Indenture or the Lease.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Indenture.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the Deputy City Clerk on or before October 15 of each year during the term of this Agreement, beginning **October 15, 2026**, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Performance Agreement and in the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Performance Agreement and the Lease.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF LIBERTY, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
Deputy City Clerk

DIEOMATIC INCORPORATED,
an Iowa corporation

By: _____
Name:
Title:

EXHIBIT A

ANNUAL COMPLIANCE REPORT FOR 2026 TRANSACTION

Date: October ____, 20__

A. COMPANY INFORMATION.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact: _____ Telephone: _____

Title: _____ Fax: _____

B. EMPLOYMENT INFORMATION.

Average Annual Number of "New Jobs" at the Project Site
as of September 30, 20__ (the September 30 immediately prior to this Report): _____

Attached is a copy of a report verifying the above calculation containing at a minimum the following information for each New Job:

1. Employee Identification Number or other agreed upon designation.
2. Hire Date.
3. Termination Date.

C. CERTIFICATION.

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Annual Compliance Report contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect in any material respect.

Dated this __ day of _____, _____.

Signature: _____
Name: _____
Title: _____

EXHIBIT B

PROJECT SITE

The Project Site includes the real property located at 3251 E. Heartland Drive, Liberty, Missouri 64068.

PROJECT EQUIPMENT

All equipment acquired on or after January 1, 2026, that is financed with the proceeds of the Bonds and located on the Project Site in Liberty, Missouri, to and until the end of the Abatement Period for each such item of equipment. Such equipment shall include manufacturing machinery and assembly equipment.



Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: Adoption of the 2026 Utility Rates

Summary:

- Bottom-line impact of recommendations equates to a 4.27% increase in all utility costs for the average residential customer for 2026.
- The total proposed monthly impact to the average residential customer using 5,353 gallons of water per month and has a wastewater winter water average of 3,900 gallons is \$5.80 per month. This includes an increase in solid waste as well.
- In 2025, the total rate increase was 4.85%.

Background:

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

Rates

| Water (4.0% Increase) | <u>2025 Rates</u> | <u>Proposed 2026 Rates</u> |
|------------------------------|-------------------|----------------------------|
| Monthly Customer Charge | \$9.00 | \$9.36 |
| Volume Charges | | |
| Minimum Volume Charge | \$3.78 | \$3.93 |
| 1,001 to 2,000 Gallons | \$8.11/1,000 gals | \$8.43/1,000 gals |
| Next 18,000 Gallons | \$6.67/1,000 gals | \$6.94/1,000 gals |
| 20,001 to 100,000 Gallons | \$6.02/1,000 gals | \$6.26/1,000 gals |
| Over 100,000 Gallons | \$4.71/1,000 gals | \$4.90/1,000 gals |

Wastewater (1.0% Increase)

Residential and

| | | |
|----------------------------|--------|--------|
| Commercial Accounts | | |
| Monthly Customer Charge | \$9.43 | \$9.52 |

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

| | | |
|--------------------------|--------|--------|
| <u>Car Washes</u> | | |
| Monthly Customer Charge | \$9.43 | \$9.52 |

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

Solid Waste (14.00% Increase) \$24.06/month \$27.43/month

Discussion

In 2026, the City of Liberty has recommended increases in water, wastewater, and solid waste rates. These adjustments are essential to support infrastructure improvements, particularly the rehabilitation and repair of aging utilities. The City Council, Budget Committee, and staff have collaborated to incorporate numerous cost efficiencies into the utility budgets, ensuring that rate increases are used effectively to enhance service reliability and infrastructure.

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

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

Previous Action (if applicable):

Utility Rate Public Hearing held March 09, 2026

Policy/Committee Review:

| | |
|---|-----------------------------------|
| Citizen Sales Tax Oversight Committee | Completed/Recommended: |
| Public Safety Sales Tax Oversight Committee | Completed/Recommended: |
| X Budget Committee | Completed/Recommended: 11/19/2025 |

| | |
|--------|------------------------|
| 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. Water Rate Ordinance 2026 Budget
2. Wastewater Rate Ordinance 2026 Budget
3. Solid Waste Rate Resolution 2026 Budget

Document No. _____

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 29-25 (a) "WATER RATES"
OF THE CODE OF THE CITY OF LIBERTY, MISSOURI

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

SECTION I

Section 29-25 (a) "Water Rates" of the Code of the City of Liberty, Clay County, Missouri is hereby amended as follows:

Replace (a) Users inside city limits, with the following:

(a) Users inside the city limits:

WATER RATES

Effective with April 2026 water usage, the water rates for residential and commercial customers shall be:

| | |
|---------------------------|--------------------------|
| Monthly Customer Charge | \$9.36 |
| Volume Charges | |
| Minimum Volume Charge | \$3.93 |
| 1,001 to 2,000 Gallons | \$8.43 per 1,000 gallons |
| 2,001 to 20,000 Gallons | \$6.94 per 1,000 gallons |
| 20,001 to 100,000 Gallons | \$6.26 per 1,000 gallons |
| Over 100,000 Gallons | \$4.90 per 1,000 gallons |

SECTION II

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

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

ORDINANCE AMENDING SECTION 29-49.1 "SANITARY SEWER RATES"
OF THE CODE OF THE CITY OF LIBERTY, MISSOURI

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

SECTION I

Section 29-49.1 "Sanitary Sewer Rates" of the Code of the City of Liberty; Clay County, Missouri is hereby amended so that the same shall read as follows:

WASTEWATER RATES

Effective with April 2026 water usage, the wastewater (sanitary sewer) user rates (per 1,000 gallons of water used) shall be:

Residential and Commercial Accounts

Monthly Customer Charge \$9.52

Volume Charges

Minimum Volume Charge \$8.11

1,001 and above Gallons \$17.63 per 1,000 gallons

Car Washes

Monthly Customer Charge \$9.52

Volume Charges

Minimum Volume Charge \$8.11

1,001 and above Gallons \$16.76 per 1,000 gallons

The wastewater (sewer) service charge for one- and two-family dwellings shall be determined by applying the current wastewater (sewer) service charge to the average water consumption as specified on the December, January, February and March water bills provided the customer currently occupying that unit has an established water service record for those months. The quantity established by averaging shall be recalculated each April.

The sewer service charge for all other customers shall be determined by applying the wastewater (sewer) service rate to the current month's water consumption.

SECTION II

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

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

RESOLUTION NO. _____

RESOLUTION ADOPTING SOLID WASTE (SANITATION) SERVICE CHARGES

WHEREAS, the City Council of the City of Liberty, Missouri has determined that a service charge is necessary for the collection and disposal of solid waste materials; and

WHEREAS, service charge rates have been developed by the City through a cost analysis of providing services; and

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

1. The rate for weekly residential curbside collections of solid waste materials shall be \$27.43 per month.
2. The solid waste exemption rate for individuals eligible under section 17-8 of the Code of Ordinances of the City of Liberty, Missouri shall be fifty percent (50%) of the non-recycling waste element of the solid waste rate.
3. The provisions of this resolution shall be effective on April 1, 2026.

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF February 13, 2026 to February 27, 2026

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

The attached lists of vendor checks as drawn by the finance director is hereby
acknowledged, in the amounts and to the persons as listed. Said report is hereby
incorporated by reference as part of this ordinance. Total disbursements by individual
fund is also hereby acknowledged as listed below:

| FUND NAME | FUND NUMBER | AMOUNT |
|---------------------------|-------------|------------------------|
| GENERAL OPERATING FUND | 100 | \$ 129,619.86 |
| POLICE FUND | 105 | \$ 26,120.00 |
| FIRE FUND | 106 | \$ 4,520.00 |
| TRANSIENT GUEST TAX FUND | 244 | \$ 13,132.03 |
| CEMETERY MAINTENANCE FUND | 247 | \$ 48.00 |
| CAPTIAL SALES TAX FUND | 351 | \$ 5,830.52 |
| FIRE SALES TAX FUND | 356 | \$ 6,700.00 |
| PARKS FUND | 460 | \$ 14,186.19 |
| SPORTS COMPLEX FUND | 461 | \$ 19,992.76 |
| COMMUNITY CENTER FUND | 465 | \$ 6,791.16 |
| PARKS DEVELOPER FUND | 466 | \$ 49,279.70 |
| WATER OPERATING FUND | 590 | \$ 18,740.28 |
| WASTEWATER OPERATING FUND | 591 | \$ 106,489.73 |
| SOLID WASTE FUND | 595 | \$ 341.94 |
| PAYROLL CHECKS & BENEFITS | 2/20/2026 | \$ 1,038,416.31 |
| TOTAL APPROPRIATIONS | | \$ 1,440,208.48 |

PASSED by the Council this 9th day of March, 2026.

Greg Canuteson - MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 9th day of March, 2026.

Greg Canuteson - MAYOR

Appropriations Legend

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

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE ACKNOWLEDGING VENDOR PAYMENTS
FOR THE PERIOD OF February 13, 2026 to February 27, 2026

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

The attached lists of vendor checks as drawn by the finance director is hereby
acknowledged, in the amounts and to the persons as listed. Said report is hereby
incorporated by reference as part of this ordinance. Total disbursements by individual
fund is also hereby acknowledged as listed below:

| FUND NAME | FUND NUMBER | AMOUNT |
|------------------------|-------------|------------------|
| GENERAL OPERATING FUND | 100 | \$ 323.08 |
| TOTAL APPROPRIATIONS | | \$ 323.08 |

PASSED by the Council this 9th day of March, 2026.

MAYOR PRO TEM

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor this 9th day of March, 2026.

MAYOR PRO TEM

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 |
| 60 | Parks Fund |
| 61 | Sports Complex Fund |
| 65 | Community Center Fund |
| 67 | Transient Guest Tax Fund |
| 68 | Preservation & Development Fund |
| 69 | Police Training Fund |
| 70 | Cable Reserve Fund |
| 73 | Cemetery Maintenance Fund |
| 75 | Loss Control Fund |
| 80 | Debt Service Fund |
| 81 | Tax Escrow Fund |
| 82 | TIF-Triangle B-1 Debt Service (CCHC) |
| 83 | TIF Debt Service 2007 Fund |
| 86 | TIF Debt Service Fund |
| 87 | NID Debt Service Fund |
| 88 | PFA Debt Service Fund |
| 90 | Water Operating Fund |
| 90.30 | Finance-Utility Billing |
| 90.70 | Public Works |
| 92 | Wastewater Operating Fund |
| 92.30 | Finance-Utility Billing |
| 92.70 | Public Works |
| 94 | Water Capital Fund |
| 96 | Wastewater Capital Fund |
| 97 | Wastewater Treatment Facility |
| 98 | Solid Waste Fund |
| 98.30 | Finance-Utility Billing |
| 98.70 | Public Works |

February 20, 2026

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 02/19/2026 and 02/20/2026;

| SPECIAL INFORMATION | VENDOR NUMBER | VENDOR NAME | INVOICE NUMBER | INVOICE DATE | APPROVAL DEPARTMENT | INVOICE DESCRIPTION | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | LINE ITEM DESCRIPTION | LINE ITEM VALUE |
|---|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|--------------------------|-----------------------|----------------------------------|--------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194540; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 12 | JOEL REINOEHL | AT0032 | 02/11/2026 | PARKS & RECREATION | | 460-55041-400-0000 00 | CONTRACT LABOR | Adam's Toyota Banner Sponsorship | \$ 29.16 |
| | 12 | JOEL REINOEHL | AT0032 | 02/11/2026 | PARKS & RECREATION | | 465-55043-420-0000 00 | SPONSORSHIPS | Adam's Toyota Banner Sponsorship | \$ 43.73 |
| | 12 | JOEL REINOEHL | AT0032 | 02/11/2026 | PARKS & RECREATION | | 461-55044-451-0000 00 | MISCELLANEOUS FEES | Adam's Toyota Banner Sponsorship | \$ 135.36 |
| CHECK TOTAL FOR CHECK NUMBER 194540 | | | | | | | | | | \$ 208.25 |
| 194541; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 23 | LOZPROMO.COM | 19396 | 02/17/2026 | PARKS & RECREATION | | 460-55041-400-0000 00 | CONTRACT LABOR | Dog Park Banners | \$ 234.96 |
| CHECK TOTAL FOR CHECK NUMBER 194541 | | | | | | | | | | \$ 234.96 |
| 194542; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 81 | BRADY INDUSTRIES OF KANSAS LLC | 11287052 | 02/13/2026 | PARKS & REC-PO | | 100-53008-160-0000 00 | MAINTENANCE MATERIALS | 2026 Custodial Supplies | \$ 753.25 |
| | 81 | BRADY INDUSTRIES OF KANSAS LLC | 11301233 | 02/17/2026 | PARKS & REC-PO | | 100-53008-160-0000 00 | MAINTENANCE MATERIALS | 2026 Custodial Supplies | \$ 287.16 |
| CHECK TOTAL FOR CHECK NUMBER 194542 | | | | | | | | | | \$ 1,040.41 |
| 194543; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 84 | QUALITY PLUMBING, INC. | 169438749 | 02/17/2026 | UTILITIES | | 591-57019-901-00000 0 | BUILDING MAINTENANCE | Shower Repair | \$ 426.25 |
| | 84 | QUALITY PLUMBING, INC. | 169438749 | 02/17/2026 | UTILITIES | | 590-57019-801-0000 00 | BUILDING MAINTENANCE | Shower Repair | \$ 426.25 |
| CHECK TOTAL FOR CHECK NUMBER 194543 | | | | | | | | | | \$ 852.50 |

**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 | | | | | | | | | | |
| 194544; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 96 | INSIGHT PUB SAFETY & FORENSIC | 2383 | 12/23/2025 | POLICE | | 100-55007-501-000000 | TESTING FEES | Psych (Zeller) | \$ 650.00 |
| | 96 | INSIGHT PUB SAFETY & FORENSIC | 2433 | 02/16/2026 | POLICE | | 100-55007-501-000000 | TESTING FEES | Psych (McCurry, Feighert, Israel) | \$ 1,950.00 |
| CHECK TOTAL FOR CHECK NUMBER 194544 | | | | | | | | | | \$ 2,600.00 |
| 194545; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 243 | METROPOLITAN TELECOMM | 0100531062-447- | 02/15/2026 | TECH & LOGISTICS | | 100-56008-170-000000 | TELECOMMUNICATIO N CIRCUITS | mettel pots lines | \$ 697.15 |
| CHECK TOTAL FOR CHECK NUMBER 194545 | | | | | | | | | | \$ 697.15 |
| 194546; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 314 | RICOH USA, INC | 41363080 | 02/14/2026 | FINANCE | | 100-53031-130-000000 | COPIER LEASE & USAGE | Finance Copier Lease | \$ 139.85 |
| | 314 | RICOH USA, INC | 5072724333 | 02/01/2026 | FIRE | | 100-53031-300-000000 | COPIER LEASE & USAGE | Fire copier usage | \$ 175.39 |
| | 314 | RICOH USA, INC | 41363292 | 02/14/2026 | POLICE | | 100-53031-512-000000 | COPIER LEASE & USAGE | CIU Lease - March | \$ 153.81 |
| CHECK TOTAL FOR CHECK NUMBER 194546 | | | | | | | | | | \$ 469.05 |
| 194547; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 461 | ITPIPES OPCO LLC | B3413 | 12/17/2025 | UTILITIES | | 591-57030-901-000000 | SOFTWARE MAINTENANCE | Software Subscription Renewal | \$ 16,225.00 |
| CHECK TOTAL FOR CHECK NUMBER 194547 | | | | | | | | | | \$ 16,225.00 |
| 194548; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 614 | JIMMY GIBBS | 2/24-2/27/26 | 02/18/2026 | FINANCE | | 460-54003-400-000000 | MEALS PER DIEM | MPRA State Conf | \$ 163.00 |
| CHECK TOTAL FOR CHECK NUMBER 194548 | | | | | | | | | | \$ 163.00 |
| 194549; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 615 | ERIKA BRANT | 2/24-2/27/26 | 02/18/2026 | FINANCE | | 465-53038-420-000000 | RSVP GRANT | MPRA State Conf | \$ 163.00 |
| CHECK TOTAL FOR CHECK NUMBER 194549 | | | | | | | | | | \$ 163.00 |

**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 | | | | | | | | | | |
| 194550; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 616 | COLE CHRISTOPHER BRYANT | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55058-410-0000 | PRIVATE SWIMMING LESSONS | | \$ 187.00 |
| CHECK TOTAL FOR CHECK NUMBER 194550 | | | | | | | | | | \$ 187.00 |
| 194551; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 657 | LOGICALIS, INC. | IN246340 | 01/01/2026 | UTILITIES-PO | | 590-70002-803-0000 | COMPUTER EQUIPMENT | WTP Server Equipment | \$ 0.00 |
| | 657 | LOGICALIS, INC. | IN246340 | 01/01/2026 | UTILITIES-PO | | 591-70002-903-0000 | COMPUTER EQUIPMENT | WWTP Server Equipment | \$ 60,901.03 |
| CHECK TOTAL FOR CHECK NUMBER 194551 | | | | | | | | | | \$ 60,901.03 |
| 194552; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 669 | MYRICK MECHANICAL | 3492 | 02/10/2026 | PARKS & REC-PO | | 100-57019-160-0000 | BUILDING MAINTENANCE | 2026 HVAC PM, on-call repair services | \$ 1,616.25 |
| CHECK TOTAL FOR CHECK NUMBER 194552 | | | | | | | | | | \$ 1,616.25 |
| 194553; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 777 | STERICYCLE, INC. | 8013427080 | 02/13/2026 | PARKS & RECREATION | | 100-55044-480-0000 | MISCELLANEOUS FEES | Annual Records Destruction | \$ 118.16 |
| | 777 | STERICYCLE, INC. | 8013427080 | 02/13/2026 | PARKS & RECREATION | | 461-53003-451-0000 | RECREATION SUPPLIES | Annual Records Destruction | \$ 118.16 |
| | 777 | STERICYCLE, INC. | 8013427080 | 02/13/2026 | PARKS & RECREATION | | 465-55044-420-0000 | MISCELLANEOUS FEES | Annual Records Destruction | \$ 118.16 |
| CHECK TOTAL FOR CHECK NUMBER 194553 | | | | | | | | | | \$ 354.48 |
| 194554; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 781 | TEKLAB, INC. | 341195 | 02/13/2026 | UTILITIES-PO | | 591-55020-902-0000 | LAB FEES | Lab Fees | \$ 484.55 |
| CHECK TOTAL FOR CHECK NUMBER 194554 | | | | | | | | | | \$ 484.55 |

**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 | | | | | | | | | | |
| 194555; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 781 | TEKLAB, INC. | 341351 | 02/18/2026 | UTILITIES-PO | | 590-55012-802-0000 00 | MISC FEES - LEE CHEMICAL | Lee Chemical Lab Test for VOCs by EPA 8260 | \$ 2,346.50 |
| | 781 | TEKLAB, INC. | 341351 | 02/18/2026 | UTILITIES-PO | | 590-55012-802-0000 00 | MISC FEES - LEE CHEMICAL | Sample Pick-Up Fee | \$ 15.00 |
| CHECK TOTAL FOR CHECK NUMBER 194555 | | | | | | | | | | \$ 2,361.50 |
| 194556; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 781 | TEKLAB, INC. | 341394 | 02/18/2026 | UTILITIES-PO | | 591-55020-902-0000 00 | LAB FEES | Lab Fees | \$ 705.00 |
| CHECK TOTAL FOR CHECK NUMBER 194556 | | | | | | | | | | \$ 705.00 |
| 194557; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 792 | BAILEY TRAINING & SUPPORT LLC | 49 | 02/16/2026 | PARKS & RECREATION | | 465-55065-410-0000 00 | COMMUNITY PROGRAMS | SafeSitter Class 2.16.26 | \$ 490.00 |
| CHECK TOTAL FOR CHECK NUMBER 194557 | | | | | | | | | | \$ 490.00 |
| 194558; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 885 | COURTNEY RIDGE RDF LANDFILL | 4138-000033 200 | 02/16/2026 | UTILITIES | | 591-55026-902-0000 00 | FEES-LIME SLUDGE DISPOSAL | WWTP - Biosolids Removal | \$ 14,518.44 |
| CHECK TOTAL FOR CHECK NUMBER 194558 | | | | | | | | | | \$ 14,518.44 |
| 194559; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 997 | PENNY LEWIS | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55060-410-0000 00 | SPECIALTY SWIM PROGRAMS | | \$ 50.00 |
| | 997 | PENNY LEWIS | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55056-410-0000 00 | SEMI-PRIVATE SWIM LESSONS | | \$ 26.00 |
| | 997 | PENNY LEWIS | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55058-410-0000 00 | PRIVATE SWIMMING LESSONS | | \$ 40.00 |
| | 997 | PENNY LEWIS | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55060-410-0000 00 | SPECIALTY SWIM PROGRAMS | | \$ 25.00 |
| | 997 | PENNY LEWIS | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55054-410-0000 00 | SWIM TEAM BASICS | | \$ 25.00 |
| CHECK TOTAL FOR CHECK NUMBER 194559 | | | | | | | | | | \$ 166.00 |

**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 | | | | | | | | | | |
| 194560; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 1077 | CAITLYN MCCARTHY | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55060-410-0000 | SPECIALTY SWIM PROGRAMS | | \$ 25.00 |
| CHECK TOTAL FOR CHECK NUMBER 194560 | | | | | | | | | | \$ 25.00 |
| 194561; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 1086 | VERTEXONE SOFTWARE, LLC | 038-FI000003457 | 01/13/2026 | UTILITY BILLING | | 591-57030-901-0000 | SOFTWARE MAINTENANCE | December Fees | \$ 61.27 |
| | 1086 | VERTEXONE SOFTWARE, LLC | 038-FI000003457 | 01/13/2026 | UTILITY BILLING | | 590-57030-801-0000 | SOFTWARE MAINTENANCE | December Fees | \$ 30.19 |
| CHECK TOTAL FOR CHECK NUMBER 194561 | | | | | | | | | | \$ 91.46 |
| 194562; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 1120 | AMERICAN RAMP COMPANY | AR-2762 | 02/17/2026 | PARKS & REC-PO | | 460-57027-403-0000 | PLAYGROUND/SPRAYGROUND MAINT | Professional Design Services | \$ 9,900.00 |
| CHECK TOTAL FOR CHECK NUMBER 194562 | | | | | | | | | | \$ 9,900.00 |
| 194563; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 1124 | INDEPENDENCE BUNTING & FLAG | 41619 | 02/12/2026 | TRANSIENT GUEST TAX | | 244-59005-119-AM250 | SPECIAL EVENTS - AM250 | Bows for America 250 Trees | \$ 1,456.25 |
| CHECK TOTAL FOR CHECK NUMBER 194563 | | | | | | | | | | \$ 1,456.25 |
| 194564; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 1216 | CONSTRUCTION MATERIAL TRUCKING | 5302100 | 02/18/2026 | UTILITIES | | 591-55026-902-0000 | FEES-LIME SLUDGE DISPOSAL | WWTP - Biosolids Removal | \$ 2,030.00 |
| CHECK TOTAL FOR CHECK NUMBER 194564 | | | | | | | | | | \$ 2,030.00 |

**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 | | | | | | | | | | |
| 194565; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 2300 | BOUND TREE MEDICAL LLC | 86086081 | 02/04/2026 | FIRE | | 100-53001-302-0000 | MEDICAL SUPPLIES | Fire medical supplies | \$ 1,087.65 |
| | 2300 | BOUND TREE MEDICAL LLC | 86091019 | 02/09/2026 | FIRE | | 100-53001-302-0000 | MEDICAL SUPPLIES | Fire medical supplies | \$ 191.33 |
| | 2300 | BOUND TREE MEDICAL LLC | 86091020 | 02/09/2026 | FIRE | | 100-53001-302-0000 | MEDICAL SUPPLIES | Fire medical supplies | \$ 34.20 |
| CHECK TOTAL FOR CHECK NUMBER 194565 | | | | | | | | | | \$ 1,313.18 |
| 194566; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 2300 | BOUND TREE MEDICAL LLC | 86083868 | 02/03/2026 | FIRE | | 100-53001-302-0000 | MEDICAL SUPPLIES | Fire medical supplies | \$ 142.93 |
| CHECK TOTAL FOR CHECK NUMBER 194566 | | | | | | | | | | \$ 142.93 |
| 194567; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 2767 | K C WINWATER WORKS CO | 358481-01 | 02/10/2026 | UTILITIES | | 591-13001-000-0000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #512, #492 | \$ 169.00 |
| | 2767 | K C WINWATER WORKS CO | 358267-02 | 02/10/2026 | UTILITIES | | 590-13001-000-0000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #365 | \$ 4,920.00 |
| CHECK TOTAL FOR CHECK NUMBER 194567 | | | | | | | | | | \$ 5,089.00 |
| 194568; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 3993 | CREATIVE CARNIVALS & EVENTS | 18126 | 02/09/2026 | TRANSIENT GUEST TAX | | 244-59005-119-0000 | SPECIAL EVENTS | Glitter Tattoos for Splash Bash on 8.22.2026 | \$ 420.00 |
| | 3993 | CREATIVE CARNIVALS & EVENTS | 18125 | 02/09/2026 | TRANSIENT GUEST TAX | | 244-59005-119-0000 | SPECIAL EVENTS | Caricature Artists for Pup Cup Pop Up on 5.10.2025 | \$ 900.00 |
| CHECK TOTAL FOR CHECK NUMBER 194568 | | | | | | | | | | \$ 1,320.00 |
| 194569; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 4445 | CLAIRE GINETTE JACKSON | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55058-410-0000 | PRIVATE SWIMMING LESSONS | | \$ 95.00 |
| CHECK TOTAL FOR CHECK NUMBER 194569 | | | | | | | | | | \$ 95.00 |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194570; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 4477 | GENES TIRE & SERVICE CENTER | 102918 | 02/11/2026 | POLICE | | 100-57009-501-000000 | VEHICLE MAINTENANCE | Mechanical Maintenance | \$ 1,790.65 |
| | 4477 | GENES TIRE & SERVICE CENTER | 102914 | 02/10/2026 | POLICE | | 100-57009-501-000000 | VEHICLE MAINTENANCE | 201 Brakes | \$ 946.24 |
| CHECK TOTAL FOR CHECK NUMBER 194570 | | | | | | | | | | \$ 2,736.89 |
| 194571; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 4702 | NATHAN MULCH | 3/1-3/6/26 | 01/21/2026 | FINANCE | | 100-54000-501-000000 | TRAINING TRAVEL | Mgmt of small LE Agency | \$ 440.00 |
| CHECK TOTAL FOR CHECK NUMBER 194571 | | | | | | | | | | \$ 440.00 |

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| 194572; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24626 | 02/14/2026 | ANIMAL CONTROL | | 100-55015-165-00000 | VETERINARY SERVICES | sterilization | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24656 | 02/04/2026 | ANIMAL CONTROL | | 100-55015-165-00000 | VETERINARY SERVICES | Feline Spay | \$ 60.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24674 | 02/05/2026 | ANIMAL CONTROL | | 100-55015-165-00000 | VETERINARY SERVICES | Feline Spay | \$ 60.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24648 | 02/03/2026 | ANIMAL CONTROL | | 100-55015-165-00000 | VETERINARY SERVICES | Feline Spay | \$ 60.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24658 | 02/07/2026 | ANIMAL CONTROL | | 100-55015-165-00000 | VETERINARY SERVICES | Canine Neuter | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-00000 | RESERVE-ANIMAL SHELTER | Feline Rabies #24674 | \$ 45.09 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24614 | 01/20/2026 | ANIMAL CONTROL | | 100-55015-165-00000 | VETERINARY SERVICES | Canine Neuter | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24654 | 02/08/2026 | ANIMAL CONTROL | | 100-55015-165-00000 | VETERINARY SERVICES | Feline Neuter | \$ 60.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24642 | 02/05/2026 | ANIMAL CONTROL | | 100-55015-165-00000 | VETERINARY SERVICES | Canine Neuter | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-00000 | RESERVE-ANIMAL SHELTER | Canine Rabies #24639 | \$ 20.55 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-00000 | RESERVE-ANIMAL SHELTER | Canine Rabies #24638 | \$ 20.55 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-00000 | RESERVE-ANIMAL SHELTER | Feline Rabies #24677 | \$ 45.09 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-00000 | RESERVE-ANIMAL SHELTER | Canine Rabies #24642 | \$ 20.55 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-00000 | RESERVE-ANIMAL SHELTER | Canine Rabies #24645 | \$ 20.55 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-00000 | RESERVE-ANIMAL SHELTER | Feline Rabies #24655 | \$ 45.09 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-00000 | RESERVE-ANIMAL SHELTER | Feline Rabies #24665 | \$ 45.09 |

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|---|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------|--------------------------------|--------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194572; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-000000 | RESERVE-ANIMAL SHELTER | Meds for #24662 | \$ 85.83 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24725 | 02/12/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24734 | 02/14/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 60.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24689 | 02/12/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 60.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 541918 | 02/09/2026 | ANIMAL CONTROL | | 100-24006-000-000000 | RESERVE-ANIMAL SHELTER | Canine Rabies #24646 | \$ 20.55 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24719 | 02/11/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24724 | 02/11/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24722 | 02/11/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24723 | 02/12/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 542801 | 02/17/2026 | ANIMAL CONTROL | | 100-24006-000-000000 | RESERVE-ANIMAL SHELTER | microchip | \$ 45.47 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 542801 | 02/17/2026 | ANIMAL CONTROL | | 100-24006-000-000000 | RESERVE-ANIMAL SHELTER | health certificate | \$ 47.45 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24543 | 02/15/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 95.00 |
| CHECK TOTAL FOR CHECK NUMBER 194572 | | | | | | | | | | \$ 1,636.86 |
| 194573; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 4842 | PEDIATRIC EMERGENCY STANDARDS | INV-13399 | 01/26/2026 | FIRE | | 100-55014-300-000000 | MEDICAL FEES | Handtevy Annual Payment 1 of 3 | \$ 4,815.25 |
| CHECK TOTAL FOR CHECK NUMBER 194573 | | | | | | | | | | \$ 4,815.25 |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194574; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 4848 | METROPOLITAN CHIEFS & SHERIFFS | 000367 | 01/29/2026 | POLICE | | 100-54001-501-0000 00 | REGISTRATION FEES | 2026 MCSA Dues (Martin, Kellogg) | \$ 200.00 |
| CHECK TOTAL FOR CHECK NUMBER 194574 | | | | | | | | | | \$ 200.00 |
| 194575; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 4908 | AMERICAN DIGITAL SECURITY LLC | INV0048787 | 02/11/2026 | TECH & LOGISTICS | | 100-60010-170-0000 00 | FACILITIES SECURITY EQUIP | access cards | \$ 677.98 |
| CHECK TOTAL FOR CHECK NUMBER 194575 | | | | | | | | | | \$ 677.98 |
| 194576; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 4954 | TAXPAYERS UNLIMITED INC | 2.2026 | 02/19/2026 | FINANCE | | 100-21020-000-0000 00 | UNION DUES PAYABLE - FIRE | Payroll Deduction Feb | \$ 14.00 |
| CHECK TOTAL FOR CHECK NUMBER 194576 | | | | | | | | | | \$ 14.00 |
| 194577; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5043 | AMY BLAKE | 3/1-3/4/26 | 01/21/2026 | FINANCE | | 100-54000-140-0000 00 | TRAINING TRAVEL | PSHRA-NC Annual Conf | \$ 183.00 |
| CHECK TOTAL FOR CHECK NUMBER 194577 | | | | | | | | | | \$ 183.00 |
| 194578; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5257 | NATHAN JONES | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55056-410-0000 00 | SEMI-PRIVATE SWIM LESSONS | | \$ 52.00 |
| | 5257 | NATHAN JONES | 02/17/2026 | 02/18/2026 | PARKS & RECREATION | | 465-55058-410-0000 00 | PRIVATE SWIMMING LESSONS | | \$ 76.00 |
| CHECK TOTAL FOR CHECK NUMBER 194578 | | | | | | | | | | \$ 128.00 |
| 194579; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5314 | TOM GARLAND | 2/25-2/27/26 | 02/18/2026 | FINANCE | | 460-54003-400-0000 00 | MEALS PER DIEM | MPRA State Conf | \$ 305.85 |
| CHECK TOTAL FOR CHECK NUMBER 194579 | | | | | | | | | | \$ 305.85 |

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| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194580; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5394 | GALL'S INC | 034044078 | 02/11/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 128.78 |
| | 5394 | GALL'S INC | 034044077 | 02/11/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 29.07 |
| | 5394 | GALL'S INC | 034065295 | 02/13/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 29.07 |
| | 5394 | GALL'S INC | 034058007 | 02/12/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 168.18 |
| | 5394 | GALL'S INC | 034044080 | 02/11/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 64.39 |
| | 5394 | GALL'S INC | 034044079 | 02/11/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 64.39 |
| | 5394 | GALL'S INC | 034102468 | 02/17/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 361.14 |
| | 5394 | GALL'S INC | 034094837 | 02/16/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 94.44 |
| | 5394 | GALL'S INC | 034071657 | 02/13/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 166.54 |
| | 5394 | GALL'S INC | 034071581 | 02/13/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 69.09 |
| | 5394 | GALL'S INC | 033902250 | 01/29/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Zeller Boots | \$ 80.00 |
| CHECK TOTAL FOR CHECK NUMBER 194580 | | | | | | | | | | \$ 1,255.09 |
| 194581; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5482 | ALTERATIONS & CUSTOM SEWING ST | 2350 | 02/16/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Frazee Uniforms | \$ 608.95 |
| CHECK TOTAL FOR CHECK NUMBER 194581 | | | | | | | | | | \$ 608.95 |
| 194582; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5598 | CHILDRENS MERCY HOSPITALS & CL | 8000040783 | 02/17/2026 | POLICE | | 100-55044-501-0000 00 | MISCELLANEOUS FEES | Lab Fees | \$ 1,133.00 |
| CHECK TOTAL FOR CHECK NUMBER 194582 | | | | | | | | | | \$ 1,133.00 |

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| 194583; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5659 | ROSEMARIE VON FINTEL | W/S 2026-1 | 02/19/2026 | PARKS & RECREATION | | 465-55065-410-0000 | COMMUNITY PROGRAMS | Dog Obedience W/S 2026-1 | \$ 1,065.40 |
| CHECK TOTAL FOR CHECK NUMBER 194583 | | | | | | | | | | \$ 1,065.40 |
| 194584; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5761 | MISSISSIPPI LIME CO INC | CD176850 | 02/17/2026 | UTILITIES-PO | | 590-53009-802-0000 | CHEMICALS | Hydrated Lime, truck delivery charges, fuel surcharge | \$ 10,905.19 |
| CHECK TOTAL FOR CHECK NUMBER 194584 | | | | | | | | | | \$ 10,905.19 |
| 194585; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5837 | CHRIS YOUNG | 2/26-3/1/26 | 02/19/2026 | FINANCE | | 100-54004-303-0000 | TRAINING COSTS | Mo Assoc Fire Chief Conf | \$ 167.00 |
| CHECK TOTAL FOR CHECK NUMBER 194585 | | | | | | | | | | \$ 167.00 |
| 194586; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5909 | PERSONAL TOUCH ENGRAVING | 40479 | 02/11/2026 | POLICE | | 100-53000-501-0000 | GENERAL SUPPLIES | Plaque Engravings | \$ 30.00 |
| CHECK TOTAL FOR CHECK NUMBER 194586 | | | | | | | | | | \$ 30.00 |
| 194587; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5910 | KONICA MINOLTA BUSINESS SOLUTI | 575274626 | 02/08/2026 | PARKS & RECREATION | | 100-57012-483-0000 | OFFICE EQUIPMENT MAINTENANCE | Monthly payment & Annual property taxes - Konica Minolta | \$ 598.09 |
| | 5910 | KONICA MINOLTA BUSINESS SOLUTI | 575274626 | 02/08/2026 | PARKS & RECREATION | | 465-57012-420-0000 | OFFICE EQUIPMENT MAINTENANCE | Monthly payment & Annual property taxes - Konica Minolta | \$ 598.10 |
| CHECK TOTAL FOR CHECK NUMBER 194587 | | | | | | | | | | \$ 1,196.19 |
| 194588; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 6096 | JOE KILOWATT INC | 266740 | 02/13/2026 | FIRE | | 100-57019-300-0000 | BUILDING MAINTENANCE | St 3 Captains bunk outlet | \$ 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 194588 | | | | | | | | | | \$ 150.00 |

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| 194589; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 6305 | HELGET GAS PRODUCTS | 0003098065 | 02/09/2026 | FIRE | | 100-53009-302-0000 00 | CHEMICALS | Fire oxygen | \$ 4.95 |
| CHECK TOTAL FOR CHECK NUMBER 194589 | | | | | | | | | | \$ 4.95 |
| 194590; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 6683 | STEPHEN G TAYLOR | 02102026 | 02/10/2026 | PROSECUTOR | | 100-55005-115-0000 0 | LEGAL FEES | Legal Fees | \$ 750.00 |
| CHECK TOTAL FOR CHECK NUMBER 194590 | | | | | | | | | | \$ 750.00 |
| 194591; 02/20/2026; Outstanding; null | | | | | | | | | | |
| Split across accounts according to the attached breakdown | 8295 | A T & T MOBILITY | X02012026 | 01/23/2026 | TECH & LOGISTICS | | 100-56007-303-0000 00 | MOBILE PHONES | Fire (Training) | \$ 58.45 |
| Split across accounts according to the attached breakdown | 8295 | A T & T MOBILITY | X02012026 | 01/23/2026 | TECH & LOGISTICS | | 100-56007-302-0000 00 | MOBILE PHONES | Fire (EMS) | \$ 45.52 |
| Split across accounts according to the attached breakdown | 8295 | A T & T MOBILITY | X02012026 | 01/23/2026 | TECH & LOGISTICS | | 100-56007-170-0000 00 | MOBILE PHONES | IT/PD - mobile phone service | \$ 101.14 |
| Split across accounts according to the attached breakdown | 8295 | A T & T MOBILITY | X02012026 | 01/23/2026 | TECH & LOGISTICS | | 100-56007-300-0000 00 | MOBILE PHONES | Fire (Admin) | \$ 1,378.40 |
| Split across accounts according to the attached breakdown | 8295 | A T & T MOBILITY | X02012026 | 01/23/2026 | TECH & LOGISTICS | | 100-56007-304-0000 00 | MOBILE PHONES | Fire (Prevent) | \$ 100.19 |
| CHECK TOTAL FOR CHECK NUMBER 194591 | | | | | | | | | | \$ 1,683.70 |

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| 194592; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 8846 | CIVIC PLUS INC | 348881 | 11/01/2025 | PR & COMMUNICATION | | 100-55001-113-00000 | INTERNET SERVICE FEES | Eco Dvo Department Header for Website | \$ 1,190.83 |
| | 8846 | CIVIC PLUS INC | 349328 | 11/01/2025 | PR & COMMUNICATION | | 100-55001-113-00000 | INTERNET SERVICE FEES | Parks & Rec Department Header for Website | \$ 1,190.83 |
| CHECK TOTAL FOR CHECK NUMBER 194592 | | | | | | | | | | \$ 2,381.66 |
| 194593; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 9025 | B J STAAB | 2/24-2/27/26 | 02/18/2026 | FINANCE | | 460-54003-400-00000 | MEALS PER DIEM | MPRA State Conf | \$ 163.00 |
| CHECK TOTAL FOR CHECK NUMBER 194593 | | | | | | | | | | \$ 163.00 |
| 194594; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Marisa Reed | 2674082 | 02/11/2026 | PARKS & RECREATION | | 465-44043-000-00000 | SENIOR PIF RESIDENT | Had insurance coverage | \$ 265.00 |
| CHECK TOTAL FOR CHECK NUMBER 194594 | | | | | | | | | | \$ 265.00 |
| 194595; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Marcos Gallegos | 2674997 | 02/12/2026 | PARKS & RECREATION | | 465-44040-000-00000 | ADULT BANK DRAFT RESIDENT | Should have been cancelled before January bank draft | \$ 82.00 |
| CHECK TOTAL FOR CHECK NUMBER 194595 | | | | | | | | | | \$ 82.00 |
| 194596; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | William Freeman | 2679101 | 02/16/2026 | PARKS & RECREATION | | 461-20010-000-00000 | REFUNDS PAYABLE | Comp Baseball Refund | \$ 1,200.00 |
| CHECK TOTAL FOR CHECK NUMBER 194596 | | | | | | | | | | \$ 1,200.00 |
| 194597; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | OTA-PlatePay | 40360437 | 02/01/2026 | POLICE | | 100-54000-501-00000 | TRAINING TRAVEL | Travel Fees | \$ 10.50 |
| CHECK TOTAL FOR CHECK NUMBER 194597 | | | | | | | | | | \$ 10.50 |

**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 | | | | | | | | | | |
| 194598; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Miles Ahead Technology LLC | LIC-02-26-0002 | 02/17/2026 | FINANCE | | 100-20010-000-0000 | REFUNDS PAYABLE | Refund BL - Not needed should have been KC | \$ 50.00 |
| CHECK TOTAL FOR CHECK NUMBER 194598 | | | | | | | | | | \$ 50.00 |
| 194599; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Nathan Wyman | NAW-2026-008 | 02/13/2026 | TRANSIENT GUEST TAX | | 244-53026-119-0000 | MAKE MUSIC DAY-SUPPLIES | Reimburse for Reception at Stocksdale Gallery | \$ 54.71 |
| CHECK TOTAL FOR CHECK NUMBER 194599 | | | | | | | | | | \$ 54.71 |
| 194600; 02/20/2026; Outstanding; null | | | | | | | | | | |
| 127_0409000_017 Utility Billing Refund | 999999 | SCOTT ELDRIDGE & TIAMARIA | U1270409000017A | 02/10/2026 | - | | 590-20019-000-0000 | WATER REFUNDS | Utility Billing | \$ 41.65 |
| CHECK TOTAL FOR CHECK NUMBER 194600 | | | | | | | | | | \$ 41.65 |
| 194601; 02/20/2026; Outstanding; null | | | | | | | | | | |
| 220_0000500_006 Utility Billing Refund | 999999 | FRANKS AUTO BODY | U2200000500006A | 02/10/2026 | - | | 590-20019-000-0000 | WATER REFUNDS | Utility Billing | \$ 55.50 |
| CHECK TOTAL FOR CHECK NUMBER 194601 | | | | | | | | | | \$ 55.50 |
| 194602; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 54 | PAULA RUF | 2/24-2/27/26 | 02/18/2026 | FINANCE | | 461-54003-451-0000 | MEALS PER DIEM | MPRA State Conf | \$ 163.00 |
| CHECK TOTAL FOR CHECK NUMBER 194602 | | | | | | | | | | \$ 163.00 |
| 194603; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 876 | TYLER BOWLEN | 1-25-26 | 02/13/2026 | FIRE | | 100-54004-302-0000 | TRAINING COSTS | Fire training reimbursement | \$ 105.13 |
| | 876 | TYLER BOWLEN | 3KNLK3F8CLC | 02/13/2026 | FIRE | | 100-54004-302-0000 | TRAINING COSTS | Fire training reimbursement | \$ 390.00 |
| CHECK TOTAL FOR CHECK NUMBER 194603 | | | | | | | | | | \$ 495.13 |

**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 | | | | | | | | | | |
| 194604; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 5518 | GREGORY R ARNOLD | 2-20-2026 | 02/17/2026 | POLICE | | 100-55041-501-0000 00 | CONTRACT LABOR | Payroll 2-20-26 (1/17-1/30 to 1/31-2/14/26) | \$ 2,322.98 |
| CHECK TOTAL FOR CHECK NUMBER 194604 | | | | | | | | | | \$ 2,322.98 |
| 194605; 02/20/2026; Outstanding; null | | | | | | | | | | |
| | 6207 | KRISTAN SMITHMIER | 2-20-2026 | 02/17/2026 | POLICE | | 100-55041-501-0000 00 | CONTRACT LABOR | Payroll 2-20-26 (1/17-1/30 to 1/31-2/14/26) | \$ 1,917.69 |
| CHECK TOTAL FOR CHECK NUMBER 194605 | | | | | | | | | | \$ 1,917.69 |
| Grand Total: | | | | | | | | | | \$ 165,190.51 |

Notes :

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

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

February 27, 2026

City of Liberty
AP List Checks Invoices

Check Type: All; Check Date between: 02/26/2026 and 02/27/2026;

| SPECIAL INFORMATION | VENDOR NUMBER | VENDOR NAME | INVOICE NUMBER | INVOICE DATE | APPROVAL DEPARTMENT | INVOICE DESCRIPTION | ACCOUNT NUMBER | ACCOUNT DESCRIPTION | LINE ITEM DESCRIPTION | LINE ITEM VALUE |
|---|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|--------------------------|--------------------------|---|---------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194606; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 12 | JOEL REINOEHL | NILO7 | 02/23/2026 | PARKS & RECREATION | | 461-55044-451-0000 00 | MISCELLANEOUS FEES | Northland Injury Law Banner Sponsorship | \$ 264.69 |
| | 12 | JOEL REINOEHL | M013 | 02/23/2026 | PARKS & RECREATION | | 461-55044-451-0000 00 | MISCELLANEOUS FEES | Margarita's Field Sponsorship | \$ 600.00 |
| | 12 | JOEL REINOEHL | CFA002 | 02/23/2026 | PARKS & RECREATION | | 461-55044-451-0000 00 | MISCELLANEOUS FEES | Chick-fil-A Field Sponsorship | \$ 1,200.00 |
| | 12 | JOEL REINOEHL | CF006 | 02/23/2026 | PARKS & RECREATION | | 461-55044-451-0000 00 | MISCELLANEOUS FEES | Cap Fed Sponsorship | \$ 13,750.00 |
| | 12 | JOEL REINOEHL | NILO7 | 02/23/2026 | PARKS & RECREATION | | 460-55041-400-0000 00 | CONTRACT LABOR | Northland Injury Law Banner Sponsorship | \$ 86.62 |
| | 12 | JOEL REINOEHL | NILO7 | 02/23/2026 | PARKS & RECREATION | | 465-55043-420-0000 00 | SPONSORSHIPS | Northland Injury Law Banner Sponsorship | \$ 129.94 |
| CHECK TOTAL FOR CHECK NUMBER 194606 | | | | | | | | | | \$ 16,031.25 |
| 194607; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 81 | BRADY INDUSTRIES OF KANSAS LLC | 11288068 | 02/13/2026 | PARKS & REC-PO | | 100-53008-160-0000 00 | MAINTENANCE MATERIALS | 2026 Custodial Supplies | \$ 124.10 |
| CHECK TOTAL FOR CHECK NUMBER 194607 | | | | | | | | | | \$ 124.10 |
| 194608; 02/27/2026; Outstanding; null | | | | | | | | | | |
| state contract | 189 | DELL MARKETING LP | 10861918910 | 02/13/2026 | TECH & LOGISTICS | | 100-60004-170-0000 00 | MINOR COMPUTER EQUIPMENT | desktops | \$ 5,443.56 |
| CHECK TOTAL FOR CHECK NUMBER 194608 | | | | | | | | | | \$ 5,443.56 |
| 194609; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 208 | ROGUE FITNESS | 13993161 | 02/18/2026 | FIRE-PO | | 106-57019-300-0000 00 | BUILDING MAINTENANCE | Rogue ML Matador | \$ 315.00 |
| | 208 | ROGUE FITNESS | 13993161 | 02/18/2026 | FIRE-PO | | 106-57019-300-0000 00 | BUILDING MAINTENANCE | Rogue Rogue Echo Bike & Rower Package | \$ 3,280.00 |
| | 208 | ROGUE FITNESS | 13993161 | 02/18/2026 | FIRE-PO | | 106-57019-300-0000 00 | BUILDING MAINTENANCE | Rogue Rogue Echo Rower v1.1 | \$ 925.00 |
| CHECK TOTAL FOR CHECK NUMBER 194609 | | | | | | | | | | \$ 4,520.00 |

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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 | | | | | | | | | | |
| 194610; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 314 | RICOH USA, INC | 41238476 | 01/01/2026 | ANIMAL CONTROL | | 100-53031-165-00000 | COPIER LEASE & USAGE | Late Fee | \$ 5.00 |
| | 314 | RICOH USA, INC | 41363042 | 02/13/2026 | COURT | | 100-53031-116-00000 | COPIER LEASE & USAGE | PERIODIC PAYMENT | \$ 105.53 |
| CHECK TOTAL FOR CHECK NUMBER 194610 | | | | | | | | | | \$ 110.53 |
| 194611; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 466 | TOTALLY PROMOTIONAL | SIN1776585 | 02/12/2026 | TRANSIENT GUEST TAX | | 244-55028-119-00000 | ADVERTISING | chip clips for Liberty Run | \$ 620.06 |
| CHECK TOTAL FOR CHECK NUMBER 194611 | | | | | | | | | | \$ 620.06 |
| 194612; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 487 | TOYS FOR TRUCKS, INC | INV1379761 | 02/09/2026 | POLICE | | 100-60005-501-00000 | VEHICLE CHANGEOVER COSTS | Polaris Decals | \$ 652.27 |
| CHECK TOTAL FOR CHECK NUMBER 194612 | | | | | | | | | | \$ 652.27 |
| 194613; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 575 | INDEPENDENT SALT | 0198746-IN | 01/31/2026 | PUB WRKS-PO | | 100-13003-000-00000 | INVENTORY-ROAD SALT | Treated Bulk Road Salt | \$ 13,165.34 |
| CHECK TOTAL FOR CHECK NUMBER 194613 | | | | | | | | | | \$ 13,165.34 |
| 194614; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 665 | CLAY COUNTY COMMISSION | 2026 MAKE MUSIC | 02/17/2026 | TRANSIENT GUEST TAX | | 244-53026-119-00000 | MAKE MUSIC DAY-SUPPLIES | Make Music Day Deposit to Clay County Facilities | \$ 600.00 |
| CHECK TOTAL FOR CHECK NUMBER 194614 | | | | | | | | | | \$ 600.00 |

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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 | | | | | | | | | | |
| 194615; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 669 | MYRICK MECHANICAL | 3522 | 02/24/2026 | UTILITIES | | 591-57019-902-0000 00 | BUILDING MAINTENANCE | Supply Fan Repair | \$ 168.67 |
| | 669 | MYRICK MECHANICAL | 3522 | 02/24/2026 | UTILITIES | | 591-57019-901-00000 0 | BUILDING MAINTENANCE | Supply Fan Repair | \$ 168.66 |
| | 669 | MYRICK MECHANICAL | 3522 | 02/24/2026 | UTILITIES | | 590-57019-801-0000 00 | BUILDING MAINTENANCE | Supply Fan Repair | \$ 168.67 |
| CHECK TOTAL FOR CHECK NUMBER 194615 | | | | | | | | | | \$ 506.00 |
| 194616; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 762 | SUPERIOR-BOWEN ASPHALT | 57931 | 02/18/2026 | PUBLIC WORKS | | 351-57032-201-00000 0 | GRAVEL/ROCK-STREET REPAIRS | Satrock Plus | \$ 141.70 |
| CHECK TOTAL FOR CHECK NUMBER 194616 | | | | | | | | | | \$ 141.70 |
| 194617; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 781 | TEKLAB, INC. | 341740 | 02/24/2026 | UTILITIES-PO | | 591-55020-902-0000 00 | LAB FEES | Lab Fees | \$ 429.50 |
| CHECK TOTAL FOR CHECK NUMBER 194617 | | | | | | | | | | \$ 429.50 |
| 194618; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 805 | EMS MANAGEMENT & CONSULTANTS | EMS-022780 | 01/31/2026 | NONE | | 100-55041-160-0000 00 | CONTRACT LABOR | AMB CHARGES- JAN 2026 | \$ 8,596.99 |
| CHECK TOTAL FOR CHECK NUMBER 194618 | | | | | | | | | | \$ 8,596.99 |
| 194619; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 875 | STRICKLAND BROTHERS 10 MIN OIL | 00589-30046 | 02/23/2026 | POLICE | | 100-57009-501-0000 00 | VEHICLE MAINTENANCE | 201 Oil Change | \$ 79.97 |
| | 875 | STRICKLAND BROTHERS 10 MIN OIL | 00589-29874 | 02/18/2026 | POLICE | | 100-57009-501-0000 00 | VEHICLE MAINTENANCE | 212 Oil Change | \$ 39.99 |
| CHECK TOTAL FOR CHECK NUMBER 194619 | | | | | | | | | | \$ 119.96 |

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City of Liberty
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|--|---------------|--------------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------------|--|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194620; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 943 | COLUMN SOFTWARE PBC | B283E281-0043 | 02/24/2026 | PUBLIC WORKS | | 100-55028-201-000000 | ADVERTISING | Bid Notice Traffic Signal Maintenance Order #4329070 | \$ 169.96 |
| CHECK TOTAL FOR CHECK NUMBER 194620 | | | | | | | | | | \$ 169.96 |
| 194621; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 954 | BRUNGARDT HONOMICHL & CO, P.A. | 50409 | 02/24/2026 | PARK SLS TX-PO | | 460-57025-403-000000 | TRAILS MAINTENANCE | Bridge abutment | \$ 1,255.00 |
| CHECK TOTAL FOR CHECK NUMBER 194621 | | | | | | | | | | \$ 1,255.00 |
| 194622; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 1052 | K AND M WATERPROOFING LLC | 26-139 | 02/23/2026 | UTILITIES | | 591-57005-902-000000 | WATER PLANT MAINTENANCE | WWTP - Clarifier Leak Repair | \$ 2,178.00 |
| CHECK TOTAL FOR CHECK NUMBER 194622 | | | | | | | | | | \$ 2,178.00 |
| 194623; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 1067 | MESSAGE TECHNOLOGIES, INC | 202601-157 | 02/03/2026 | NONE | | 595-55013-131-000000 | FINANCIAL SERVICES | IVR Monthly Fee | \$ 260.32 |
| | 1067 | MESSAGE TECHNOLOGIES, INC | 202601-157 | 02/03/2026 | NONE | | 591-55013-131-000000 | FINANCIAL SERVICES | IVR Monthly Fee | \$ 981.23 |
| | 1067 | MESSAGE TECHNOLOGIES, INC | 202601-157 | 02/03/2026 | NONE | | 590-55013-131-000000 | FINANCIAL SERVICES | IVR Monthly Fee | \$ 760.95 |
| CHECK TOTAL FOR CHECK NUMBER 194623 | | | | | | | | | | \$ 2,002.50 |
| 194624; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 1100 | AMERICAN UNDERGROUND SUPPLY | S100073086.001 | 02/13/2026 | UTILITIES | | 590-13001-000-000000 | INVENTORY-MATERIALS/SUPPLIES | Inventory Part - #441 | \$ 6,444.00 |
| CHECK TOTAL FOR CHECK NUMBER 194624 | | | | | | | | | | \$ 6,444.00 |
| 194625; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 1108 | INDUSTRIAL CHEM LABS & SVC INC | 426307 | 02/09/2026 | UTILITIES | | 591-57003-902-000000 | LIFT STATION MAINTENANCE | WWTP - Root Begone | \$ 294.42 |
| CHECK TOTAL FOR CHECK NUMBER 194625 | | | | | | | | | | \$ 294.42 |

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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 | | | | | | | | | | |
| 194626; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 1121 | CHRISTOPHER DARREN VEDDER | 1355 | 02/23/2026 | TRANSIENT GUEST TAX | | 244-55028-119-0000 | ADVERTISING | Videos of Aromatic Nepal & Water Street Ceramics | \$ 500.00 |
| CHECK TOTAL FOR CHECK NUMBER 194626 | | | | | | | | | | \$ 500.00 |
| 194627; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 1125 | IPROJECTSOLUTIONS LLC | 9558 | 02/06/2026 | FIRE SALES TAX | | 356-70001-305-0000 | CAPITAL EQUIPMENT | iTable for Prevention | \$ 6,700.00 |
| CHECK TOTAL FOR CHECK NUMBER 194627 | | | | | | | | | | \$ 6,700.00 |
| 194628; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 1127 | THOMAS J ABATE III | 003496 | 02/24/2026 | TRANSIENT GUEST TAX | | 244-55028-119-0000 | ADVERTISING | Visit Liberty Tourism ad in Food & Travel Mag | \$ 895.00 |
| CHECK TOTAL FOR CHECK NUMBER 194628 | | | | | | | | | | \$ 895.00 |
| 194629; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 1128 | SCREENVISION MEDIA | LOC_000293669 | 02/09/2026 | HR & RISK MGMT | | 100-55029-140-0000 | RECRUITMENT EXPENSES | Recruitment Ad (less the \$138.46 Deposit) | \$ 323.08 |
| CHECK TOTAL FOR CHECK NUMBER 194629 | | | | | | | | | | \$ 323.08 |
| 194630; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 1184 | MO STATE HIGHWAY PATROL | 812HP026C62401 | 02/18/2026 | POLICE | | 100-55007-501-0000 | TESTING FEES | Academy Fingerprints | \$ 26.00 |
| CHECK TOTAL FOR CHECK NUMBER 194630 | | | | | | | | | | \$ 26.00 |
| 194631; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 2456 | PVS DX INC | 817000320-26 | 02/23/2026 | UTILITIES-PO | | 590-53009-802-0000 | CHEMICALS | Sodium Hypochlorite | \$ 7,933.54 |
| CHECK TOTAL FOR CHECK NUMBER 194631 | | | | | | | | | | \$ 7,933.54 |
| 194632; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 2767 | K C WINWATER WORKS CO | 358676 02 | 02/17/2026 | PUBLIC WORKS | | 100-53000-203-0000 | GENERAL SUPPLIES | ST SUPPLIES | \$ 533.20 |
| CHECK TOTAL FOR CHECK NUMBER 194632 | | | | | | | | | | \$ 533.20 |

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City of Liberty
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|--|---------------|----------------------|----------------|--------------|---------------------|---------------------|--------------------|------------------------------|---|--------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194633; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 2825 | UNIFIRST CORPORATION | 3281372136 | 02/23/2026 | PARKS & RECREATION | | 465-57018-420-0000 | MISC EQUIPMENT MAINT | Facility Mats 2.23.26 | \$ 146.13 |
| CHECK TOTAL FOR CHECK NUMBER 194633 | | | | | | | | | | \$ 146.13 |
| 194634; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 2879 | L-L TOWING CO | 89830 | 02/14/2026 | POLICE | | 100-57009-501-0000 | VEHICLE MAINTENANCE | 203 Tow | \$ 50.00 |
| | 2879 | L-L TOWING CO | 89786 | 01/31/2026 | POLICE | | 100-57009-501-0000 | VEHICLE MAINTENANCE | 232 Refuel | \$ 47.00 |
| CHECK TOTAL FOR CHECK NUMBER 194634 | | | | | | | | | | \$ 97.00 |
| 194635; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 3524 | LIBERTY PETTY CASH | 02242026 | 02/24/2026 | PARKS & RECREATION | | 460-54000-400-000 | TRAINING TRAVEL | Tom Garland mileage Jan 26 | \$ 98.60 |
| | 3524 | LIBERTY PETTY CASH | 02242026 | 02/24/2026 | PARKS & RECREATION | | 100-53035-483-0000 | PROGRAM SUPPLIES | Silver Center Feb Bday Party | \$ 100.00 |
| | 3524 | LIBERTY PETTY CASH | 02242026 | 02/24/2026 | PARKS & RECREATION | | 100-53035-483-0000 | PROGRAM SUPPLIES | Silver Center Valentine's Party | \$ 100.00 |
| | 3524 | LIBERTY PETTY CASH | 02242026 | 02/24/2026 | PARKS & RECREATION | | 461-59026-451-0000 | MISCELLANEOUS EXPENSES | Brittany Johnston mileage Jan 26 | \$ 90.63 |
| | 3524 | LIBERTY PETTY CASH | 02242026 | 02/24/2026 | PARKS & RECREATION | | 461-59026-451-0000 | MISCELLANEOUS EXPENSES | Paula Ruf Mileage Jan 26 | \$ 94.25 |
| CHECK TOTAL FOR CHECK NUMBER 194635 | | | | | | | | | | \$ 483.48 |
| 194636; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 3779 | VIREO LLC | P25049 | 01/31/2026 | PARKS & REC-PO | | 460-57027-403-0000 | PLAYGROUND/SPRAYGROUND MAINT | Professional Consulting & Design Services for Updates to Bennett Park Master Plan | \$ 1,950.00 |
| CHECK TOTAL FOR CHECK NUMBER 194636 | | | | | | | | | | \$ 1,950.00 |

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City of Liberty
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|--|---------------|-----------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------------|--|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194637; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 3993 | CREATIVE CARNIVALS & EVENTS | 18137 | 02/10/2026 | TRANSIENT GUEST TAX | | 244-59005-119-AM250 | SPECIAL EVENTS - AM250 | Games, face painters and caricature artists for the July 4 block party | \$ 7,250.00 |
| CHECK TOTAL FOR CHECK NUMBER 194637 | | | | | | | | | | \$ 7,250.00 |
| 194638; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4458 | HASTY AWARDS | 01262709 | 02/17/2026 | PARKS & RECREATION | | 461-53003-451-000000 | RECREATION SUPPLIES | basketball medals | \$ 1,634.64 |
| CHECK TOTAL FOR CHECK NUMBER 194638 | | | | | | | | | | \$ 1,634.64 |
| 194639; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4460 | JEFF ELLIS & ASSOC INC | 20132417 | 02/24/2026 | PARKS & RECREATION | | 465-55059-410-000000 | LIFEGUARD TRAINING | Renewal certifications | \$ 360.00 |
| CHECK TOTAL FOR CHECK NUMBER 194639 | | | | | | | | | | \$ 360.00 |
| 194640; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4477 | GENES TIRE & SERVICE CENTER | 102974 | 02/23/2026 | POLICE | | 100-57009-501-000000 | VEHICLE MAINTENANCE | 229 Battery | \$ 222.60 |
| CHECK TOTAL FOR CHECK NUMBER 194640 | | | | | | | | | | \$ 222.60 |
| 194641; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4522 | ENSZ & JESTER PC | 53 | 01/31/2026 | HR & RISK MGMT | | 100-55005-140-000000 | LEGAL FEES | Legal fees | \$ 222.00 |
| CHECK TOTAL FOR CHECK NUMBER 194641 | | | | | | | | | | \$ 222.00 |
| 194642; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4537 | FRATERNAL ORDER OF POLICE | 2.2026 | 02/19/2026 | FINANCE | | 100-21021-000-000000 | UNION DUES PAYABLE-POLICE | Feb Payroll Deductions | \$ 2,053.00 |
| CHECK TOTAL FOR CHECK NUMBER 194642 | | | | | | | | | | \$ 2,053.00 |

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City of Liberty
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|---|---------------|------------------------------|----------------|--------------|---------------------|---------------------|----------------------|---------------------------|--------------------------|--------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194643; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4693 | LIBERTY AGGREGATES LLC | 34279 | 02/08/2026 | UTILITIES | | 590-57004-801-000000 | MAINS & LINES MAINTENANCE | Rock - Stockpile | \$ 586.32 |
| | 4693 | LIBERTY AGGREGATES LLC | 34279 | 02/08/2026 | UTILITIES | | 591-57004-901-000000 | MAINS & LINES MAINTENANCE | Rock - Stockpile | \$ 586.32 |
| CHECK TOTAL FOR CHECK NUMBER 194643 | | | | | | | | | | \$ 1,172.64 |
| 194644; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4708 | T & E COMPANY INC | INV-202601216 | 02/19/2026 | UTILITIES | | 590-57018-802-000000 | MISC EQUIPMENT MAINT | WTP - New Holland Repair | \$ 294.29 |
| CHECK TOTAL FOR CHECK NUMBER 194644 | | | | | | | | | | \$ 294.29 |
| 194645; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24766 | 02/21/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 60.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24732 | 02/17/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | feline neuter | \$ 60.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24740 | 02/17/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | canine neuter | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24737 | 02/21/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24771 | 02/22/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 60.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24718 | 02/22/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24735 | 02/17/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | canine neuter | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24757 | 02/19/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 80.00 |
| | 4817 | VETERINARY CENTER OF LIBERTY | 24733 | 02/18/2026 | ANIMAL CONTROL | | 100-55015-165-000000 | VETERINARY SERVICES | sterilization | \$ 60.00 |
| CHECK TOTAL FOR CHECK NUMBER 194645 | | | | | | | | | | \$ 640.00 |

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City of Liberty
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|---|---------------|-------------------------------|----------------|--------------|---------------------|---------------------|----------------------|------------------------|-----------------------------------|--------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194646; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4908 | AMERICAN DIGITAL SECURITY LLC | INV0047366 | 01/01/2026 | PARKS & RECREATION | | 465-57019-420-000000 | BUILDING MAINTENANCE | Annual security system monitoring | \$ 540.00 |
| | 4908 | AMERICAN DIGITAL SECURITY LLC | INV0048046 | 01/12/2026 | UTILITIES | | 590-57019-801-000000 | BUILDING MAINTENANCE | Replace Battery | \$ 144.50 |
| | 4908 | AMERICAN DIGITAL SECURITY LLC | INV0048046 | 01/12/2026 | UTILITIES | | 591-57019-901-000000 | BUILDING MAINTENANCE | Replace Battery | \$ 144.50 |
| CHECK TOTAL FOR CHECK NUMBER 194646 | | | | | | | | | | \$ 829.00 |
| 194647; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 4991 | CINTAS FIRST AID & SAFETY | 5320163905 | 02/24/2026 | HR & RISK MGMT | | 100-53008-160-000000 | MAINTENANCE MATERIALS | Cintas First Aid Supplies | \$ 543.64 |
| CHECK TOTAL FOR CHECK NUMBER 194647 | | | | | | | | | | \$ 543.64 |
| 194648; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5223 | CITY TREASURER | 2026-02 | 02/17/2026 | MULTI | | 100-57013-501-000000 | RADIO MAINTENANCE | PD 74 x 18.47 | \$ 1,403.06 |
| | 5223 | CITY TREASURER | 2026-02 | 02/17/2026 | MULTI | | 351-57013-201-000000 | RADIO MAINTENANCE | PW 56 x 18.47 | \$ 1,076.32 |
| | 5223 | CITY TREASURER | 2026-02 | 02/17/2026 | MULTI | | 100-57013-301-000000 | RADIO MAINTENANCE | FD 64 x 18.47 | \$ 1,230.08 |
| CHECK TOTAL FOR CHECK NUMBER 194648 | | | | | | | | | | \$ 3,709.46 |
| 194649; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5330 | KCUR, UNIVERISTY OF MO-KC | MCC-126027300 | 02/23/2026 | TRANSIENT GUEST TAX | | 244-59005-119-AM250 | SPECIAL EVENTS - AM250 | America250 radio spots for Feb. | \$ 292.00 |
| CHECK TOTAL FOR CHECK NUMBER 194649 | | | | | | | | | | \$ 292.00 |

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|---|---------------|-----------------------------------|----------------|--------------|---------------------|---------------------|--------------------------|---------------------|-----------------------|--------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194650; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5394 | GALL'S INC | 034149749 | 02/20/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 64.39 |
| | 5394 | GALL'S INC | 034124100 | 02/18/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 97.86 |
| | 5394 | GALL'S INC | 034147323 | 02/20/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 335.37 |
| | 5394 | GALL'S INC | 034141899 | 02/19/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 124.99 |
| | 5394 | GALL'S INC | 034139004 | 02/19/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 155.64 |
| | 5394 | GALL'S INC | 034153451 | 02/20/2026 | FIRE | | 100-59014-301-0000 00 | CLOTHING EXPENSES | Fire uniforms | \$ 61.80 |
| | 5394 | GALL'S INC | 033992266 | 02/06/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Loy Boots | \$ 237.96 |
| CHECK TOTAL FOR CHECK NUMBER 194650 | | | | | | | | | | \$ 1,078.01 |
| 194651; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5482 | ALTERATIONS & CUSTOM SEWING ST | 2413 | 02/19/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Bethards Class A Pant | \$ 155.99 |
| | 5482 | ALTERATIONS & CUSTOM SEWING ST | 2420 | 02/19/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Campbell Class A Pant | \$ 180.99 |
| | 5482 | ALTERATIONS & CUSTOM SEWING ST | 2432 | 02/20/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Badge | \$ 125.00 |
| | 5482 | ALTERATIONS & CUSTOM SEWING ST | 2128 | 01/27/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Jobe Uniforms | \$ 545.46 |
| | 5482 | ALTERATIONS & CUSTOM SEWING ST | 2398 | 02/18/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Naylor Uniforms | \$ 590.95 |
| | 5482 | ALTERATIONS & CUSTOM SEWING ST | 6856 | 01/01/2026 | ANIMAL CONTROL | | 100-59014-165-0000 00 | CLOTHING EXPENSES | TB Long Sleeve x2 | \$ 118.00 |
| CHECK TOTAL FOR CHECK NUMBER 194651 | | | | | | | | | | \$ 1,716.39 |

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|---|---------------|---------------------------|------------------|--------------|---------------------|---------------------|--------------------------|---------------------------|----------------------------------|---------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194652; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5558 | ROBERTSON PROPERTIES | MARCH 2026 | 02/18/2026 | POLICE | | 105-59026-501-0000 00 | MISCELLANEOUS EXPENSES | Common Area Costs - 30 Months | \$ 600.00 |
| | 5558 | ROBERTSON PROPERTIES | MARCH 2026 | 02/18/2026 | POLICE | | 105-59026-501-0000 00 | MISCELLANEOUS EXPENSES | Contingent Rental - 6 Months | \$ 0.00 |
| | 5558 | ROBERTSON PROPERTIES | MARCH 2026 | 02/18/2026 | POLICE | | 105-59026-501-0000 00 | MISCELLANEOUS EXPENSES | Year 2 Rental - 12 Months | \$ 0.00 |
| | 5558 | ROBERTSON PROPERTIES | MARCH 2026 | 02/18/2026 | POLICE | | 105-59026-501-0000 00 | MISCELLANEOUS EXPENSES | Year 1 Rental - 12 Months | \$ 11,250.00 |
| CHECK TOTAL FOR CHECK NUMBER 194652 | | | | | | | | | | \$ 11,850.00 |
| 194653; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5662 | SUMNERONE INC | 4535003 | 02/19/2026 | UTILITIES | | 591-53000-901-0000 00 | GENERAL SUPPLIES | Copier Contract | \$ 11.55 |
| | 5662 | SUMNERONE INC | 4535003 | 02/19/2026 | UTILITIES | | 590-53000-801-0000 00 | GENERAL SUPPLIES | Copier Contract | \$ 11.55 |
| | 5662 | SUMNERONE INC | 4535003 | 02/19/2026 | UTILITIES | | 591-53000-902-0000 00 | GENERAL SUPPLIES | Copier Contract | \$ 11.54 |
| CHECK TOTAL FOR CHECK NUMBER 194653 | | | | | | | | | | \$ 34.64 |
| 194654; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5735 | SUPERIOR ELECTRICAL CONST | 364933 | 02/20/2026 | UTILITIES | | 590-57005-802-0000 00 | WATER PLANT MAINTENANCE | WTP - Basin 2 VFD & Motor Repair | \$ 5,436.31 |
| CHECK TOTAL FOR CHECK NUMBER 194654 | | | | | | | | | | \$ 5,436.31 |
| 194655; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5739 | NELSON SYSTEMS INC | P103028 | 11/05/2025 | POLICE | | 100-57030-512-0000 00 | SOFTWARE MAINTENANCE | Contract Renewal | \$ 4,522.35 |
| CHECK TOTAL FOR CHECK NUMBER 194655 | | | | | | | | | | \$ 4,522.35 |
| 194656; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5774 | SCHULTE SUPPLY INC | S1240429.00 1 | 02/12/2026 | UTILITIES | | 591-57004-901-0000 00 | MAINS & LINES MAINTENANCE | Misc Inventory | \$ 620.00 |
| CHECK TOTAL FOR CHECK NUMBER 194656 | | | | | | | | | | \$ 620.00 |

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|---|---------------|------------------------------|----------------|--------------|---------------------|---------------------|--------------------------|-------------------------|----------------------------------|---------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194657; 02/27/2026; Outstanding; null | | | | | | | | | | |
| Central Square | 5837 | CHRIS YOUNG | 3/14-3/19/26 | 02/06/2026 | FINANCE | | 100-54004-303-0000 00 | TRAINING COSTS | Central Square | \$ 359.00 |
| CHECK TOTAL FOR CHECK NUMBER 194657 | | | | | | | | | | \$ 359.00 |
| 194658; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5847 | AMERICAN EQUIPMENT CO. | 55846A | 02/12/2026 | PUBLIC WORKS | | 100-57040-203-0000 00 | SUPPLIES-SNOW REMOVAL | ST Snow Cutting Edge | \$ 863.17 |
| | 5847 | AMERICAN EQUIPMENT CO. | 55848 A | 02/12/2026 | PUBLIC WORKS | | 100-57040-203-0000 00 | SUPPLIES-SNOW REMOVAL | ST Snow Cutting Edge | \$ 1,919.84 |
| | 5847 | AMERICAN EQUIPMENT CO. | 55847 A | 02/12/2026 | PUBLIC WORKS | | 100-57040-203-0000 00 | SUPPLIES-SNOW REMOVAL | ST Snow Cutting Edge | \$ 2,064.44 |
| CHECK TOTAL FOR CHECK NUMBER 194658 | | | | | | | | | | \$ 4,847.45 |
| 194659; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5859 | GULF STATES DISTRIBUTORS INC | 1503058-IN | 02/16/2026 | POLICE-PO | | 105-53019-502-0000 00 | ARMORY SUPPLIES | AE9FP Federal 9mm 147gr FMJ | \$ 7,770.00 |
| | 5859 | GULF STATES DISTRIBUTORS INC | 1503058-IN | 02/16/2026 | POLICE-PO | | 105-53019-502-0000 00 | ARMORY SUPPLIES | T223A Federal .223 55gr TRU SP | \$ 6,500.00 |
| CHECK TOTAL FOR CHECK NUMBER 194659 | | | | | | | | | | \$ 14,270.00 |
| 194660; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 5908 | HAYNES EQUIPMENT CO INC | 29660H | 02/18/2026 | UTILITIES | | 590-57005-802-0000 00 | WATER PLANT MAINTENANCE | WTP - Pump & Parts | \$ 15,046.83 |
| CHECK TOTAL FOR CHECK NUMBER 194660 | | | | | | | | | | \$ 15,046.83 |
| 194661; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 6005 | HTE TECHNOLOGIES | 10807288-00 | 02/23/2026 | UTILITIES | | 590-57005-802-0000 00 | WATER PLANT MAINTENANCE | WTP - Air Compressors PM Service | \$ 1,347.25 |
| CHECK TOTAL FOR CHECK NUMBER 194661 | | | | | | | | | | \$ 1,347.25 |

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|---|---------------|---------------------------------|--------------------|--------------|---------------------|---------------------|--------------------------|------------------------------|---|--------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194662; 02/27/2026; Cleared; 02/27/2026 | | | | | | | | | | |
| | 6100 | MOAZ PAVING, LLC | 170 | 02/15/2026 | UTILITIES | | 590-57004-801-0000 00 | MAINS & LINES MAINTENANCE | Concrete - Hampton Ct, Nashua, Liberty Dr | \$ 4,119.56 |
| CHECK TOTAL FOR CHECK NUMBER 194662 | | | | | | | | | | \$ 4,119.56 |
| 194663; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 6120 | FOLEY EQUIPMENT CO INC | K6670001 | 02/20/2026 | PUBLIC WORKS | | 100-60007-203-0000 00 | EQUIPMENT RENTAL | Equipment Rental | \$ 2,397.00 |
| | 6120 | FOLEY EQUIPMENT CO INC | SS700142327 | 02/21/2026 | PUBLIC WORKS | | 100-57009-203-0000 00 | VEHICLE MAINTENANCE | Vehicle Maintenance #152 | \$ 577.70 |
| | 6120 | FOLEY EQUIPMENT CO INC | PS40060772 3 | 02/21/2026 | PUBLIC WORKS | | 100-57009-203-0000 00 | VEHICLE MAINTENANCE | Vehicle Maintenance | \$ 30.80 |
| | 6120 | FOLEY EQUIPMENT CO INC | R2766601 | 01/30/2026 | PUBLIC WORKS | | 100-57019-501-00000 0 | BUILDING MAINTENANCE | PD Temp Bldg - Generator | \$ 1,765.26 |
| CHECK TOTAL FOR CHECK NUMBER 194663 | | | | | | | | | | \$ 4,770.76 |
| 194664; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 6123 | GT DISTRIBUTORS INC | INV1075222 | 01/30/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Vests (Callaway, Armstrong, Ludwig, Bledsoe FA) | \$ 5,491.21 |
| CHECK TOTAL FOR CHECK NUMBER 194664 | | | | | | | | | | \$ 5,491.21 |
| 194665; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 6149 | MO DEPT OF NATURAL RESOURCES | 7807806000 0336 | 02/19/2026 | UTILITIES | | 590-55012-802-0000 00 | MISC FEES - LEE CHEMICAL | Lee Chemical Oversight | \$ 512.75 |
| CHECK TOTAL FOR CHECK NUMBER 194665 | | | | | | | | | | \$ 512.75 |

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|---|---------------|---------------------------|----------------|--------------|---------------------|---------------------|---------------------|-----------------------------|--------------------------------------|--------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194666; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 6469 | BRINK'S INCORPORATED | 13123798 | 02/01/2026 | FINANCE | | 590-55013-131-00000 | FINANCIAL SERVICES | Brinks Courier Service | \$ 163.23 |
| | 6469 | BRINK'S INCORPORATED | 13123798 | 02/01/2026 | FINANCE | | 461-55013-451-00000 | FINANCIAL SERVICES | Brinks Courier Service | \$ 136.03 |
| | 6469 | BRINK'S INCORPORATED | 13123798 | 02/01/2026 | FINANCE | | 100-55013-130-00000 | FINANCIAL SERVICES | Brinks Courier Service | \$ 181.37 |
| | 6469 | BRINK'S INCORPORATED | 13123798 | 02/01/2026 | FINANCE | | 465-55013-420-00000 | FINANCIAL SERVICES | Brinks Courier Service | \$ 136.03 |
| | 6469 | BRINK'S INCORPORATED | 13123798 | 02/01/2026 | FINANCE | | 595-55013-131-00000 | FINANCIAL SERVICES | Brinks Courier Service | \$ 81.62 |
| | 6469 | BRINK'S INCORPORATED | 13123798 | 02/01/2026 | FINANCE | | 591-55013-131-00000 | FINANCIAL SERVICES | Brinks Courier Service | \$ 208.57 |
| CHECK TOTAL FOR CHECK NUMBER 194666 | | | | | | | | | | \$ 906.85 |
| 194667; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 7275 | KEY EQUIPMENT & SUPPLY CO | KC220084 | 12/22/2025 | UTILITIES | | 591-57018-901-00000 | MISC EQUIPMENT MAINT | Repair Rodder Hose - #120 | \$ 255.01 |
| | 7275 | KEY EQUIPMENT & SUPPLY CO | KC220103 | 12/26/2025 | UTILITIES | | 590-60000-801-00000 | MINOR EQUIPMENT | Ripsaw HD #8/Male Disconnect 1/2 NPT | \$ 426.13 |
| | 7275 | KEY EQUIPMENT & SUPPLY CO | KC220021 | 12/16/2025 | UTILITIES | | 591-57018-901-00000 | MISC EQUIPMENT MAINT | Replace Can Board for Camera | \$ 1,224.69 |
| | 7275 | KEY EQUIPMENT & SUPPLY CO | KC220104 | 12/26/2025 | UTILITIES | | 591-57018-901-00000 | MISC EQUIPMENT MAINT | Repair front hose reel controls | \$ 3,686.53 |
| CHECK TOTAL FOR CHECK NUMBER 194667 | | | | | | | | | | \$ 5,592.36 |
| 194668; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 7653 | K C MO WATER DEPT | 02/20/2026 | 02/20/2026 | NONE | | 590-55036-802-00000 | WATER PURCHASES-KANSAS CITY | KC MO WATER DEPT | \$ 3,199.43 |
| CHECK TOTAL FOR CHECK NUMBER 194668 | | | | | | | | | | \$ 3,199.43 |

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|--|---------------|--------------------------------|----------------|--------------|-----------------------|---------------------|--------------------------|-------------------------|---|---------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194669; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 7662 | STRYKER MEDICAL | 9211319455 | 01/15/2026 | FIRE-PO | | 100-57018-302-0000 00 | MISC EQUIPMENT MAINT | Preventative maint. | \$ 14,428.80 |
| CHECK TOTAL FOR CHECK NUMBER 194669 | | | | | | | | | | \$ 14,428.80 |
| 194670; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 8618 | AQUA PRODUCTS OF KC | 33252 | 02/19/2026 | PARKS & RECREATION | | 465-57018-420-0000 00 | MISC EQUIPMENT MAINT | | \$ 5.00 |
| CHECK TOTAL FOR CHECK NUMBER 194670 | | | | | | | | | | \$ 5.00 |
| 194671; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 8654 | CUNNINGHAM, VOGEL & ROST PC | 71347 | 01/31/2026 | ADMINISTRATI ON | | 100-55005-111-00000 0 | LEGAL FEES | Railroad Contract Dispute Legal Fees | \$ 23,409.91 |
| CHECK TOTAL FOR CHECK NUMBER 194671 | | | | | | | | | | \$ 23,409.91 |
| 194672; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 8861 | FERRELL GAS | 1133097970 | 02/18/2026 | PUBLIC WORKS | | 100-53000-203-0000 00 | GENERAL SUPPLIES | ST Propane | \$ 87.48 |
| CHECK TOTAL FOR CHECK NUMBER 194672 | | | | | | | | | | \$ 87.48 |
| 194673; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 8873 | J & A TRAFFIC PRODUCTS INC | 41488 | 02/11/2026 | PUBLIC WORKS | | 351-57036-201-0000 00 | STREET SIGNS | ST SIGN MATERIALS | \$ 4,612.50 |
| CHECK TOTAL FOR CHECK NUMBER 194673 | | | | | | | | | | \$ 4,612.50 |
| 194674; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 9175 | DAYMARK SOLUTIONS INC | 110007 | 02/20/2026 | POLICE | | 100-59014-501-0000 00 | CLOTHING EXPENSES | Police ID cards (5) | \$ 89.35 |
| CHECK TOTAL FOR CHECK NUMBER 194674 | | | | | | | | | | \$ 89.35 |
| 194675; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Catherine's Dance Studio | 2664915 | 01/30/2026 | PARKS & RECREATION | | 465-44055-000-0000 00 | MEETING ROOM RENTAL | Post-event: remaining Security balance returned | \$ 1,017.50 |
| CHECK TOTAL FOR CHECK NUMBER 194675 | | | | | | | | | | \$ 1,017.50 |

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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 | | | | | | | | | | |
| 194676; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Natalie Alewine | 2673352 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194676 | | | | | | | | | | \$ 10.83 |
| 194677; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Jon Brown | 2673354 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194677 | | | | | | | | | | \$ 10.83 |
| 194678; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Sara Keiser | 2673355 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194678 | | | | | | | | | | \$ 10.83 |
| 194679; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Jon Brown | 2673356 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194679 | | | | | | | | | | \$ 10.83 |
| 194680; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Jason Driskell | 2673359 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 21.66 |
| CHECK TOTAL FOR CHECK NUMBER 194680 | | | | | | | | | | \$ 21.66 |
| 194681; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Natalie Alewine | 2673362 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194681 | | | | | | | | | | \$ 10.83 |
| 194682; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Lauren Francis | 2673364 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194682 | | | | | | | | | | \$ 10.83 |

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City of Liberty
AP List Checks Invoices

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|--|---------------|----------------------|----------------|--------------|---------------------|---------------------|--------------------|---------------------|------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194683; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Brian Gehrlein | 2673369 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 9.83 |
| CHECK TOTAL FOR CHECK NUMBER 194683 | | | | | | | | | | \$ 9.83 |
| 194684; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Max Bodde | 2673372 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 9.83 |
| CHECK TOTAL FOR CHECK NUMBER 194684 | | | | | | | | | | \$ 9.83 |
| 194685; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Tasha Ostrander | 2673374 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194685 | | | | | | | | | | \$ 10.83 |
| 194686; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Terri Greene Guthrie | 2673379 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194686 | | | | | | | | | | \$ 10.83 |
| 194687; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Celeste Perkins | 2673381 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194687 | | | | | | | | | | \$ 10.83 |
| 194688; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Whitney Russell | 2673382 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194688 | | | | | | | | | | \$ 10.83 |
| 194689; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Ann Elder | 2673385 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 43.32 |
| CHECK TOTAL FOR CHECK NUMBER 194689 | | | | | | | | | | \$ 43.32 |

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City of Liberty
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|---|---------------|----------------------|----------------|--------------|---------------------|---------------------|--------------------|---------------------|------------------------------------|------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194690; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Valerie Metzger | 2673391 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194690 | | | | | | | | | | \$ 10.83 |
| 194691; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Christopher Watterud | 2673393 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class could not make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194691 | | | | | | | | | | \$ 10.83 |
| 194692; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Lauren Mehner | 2673394 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class could not make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194692 | | | | | | | | | | \$ 10.83 |
| 194693; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Dwight Brown | 2681392 | 02/19/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | REFUND FOR PARKS | \$ 90.00 |
| CHECK TOTAL FOR CHECK NUMBER 194693 | | | | | | | | | | \$ 90.00 |
| 194694; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Adam Brown | 2681620 | 02/19/2026 | PARKS & RECREATION | | 461-20010-000-0000 | REFUNDS PAYABLE | Did not like how program run | \$ 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 194694 | | | | | | | | | | \$ 150.00 |
| 194695; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Cheyenne Wienke | 2681625 | 02/19/2026 | PARKS & RECREATION | | 461-20010-000-0000 | REFUNDS PAYABLE | Did not like how program run | \$ 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 194695 | | | | | | | | | | \$ 150.00 |
| 194696; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Brian Beebe | 2681634 | 02/19/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Cancelled due to low enrollment | \$ 100.00 |
| CHECK TOTAL FOR CHECK NUMBER 194696 | | | | | | | | | | \$ 100.00 |

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|---|---------------|-------------------|----------------|--------------|---------------------|---------------------|--------------------|---------------------|------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194697; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Zack Cooley | 2681650 | 02/19/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class could not make up | \$ 20.16 |
| CHECK TOTAL FOR CHECK NUMBER 194697 | | | | | | | | | | \$ 20.16 |
| 194698; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | April Gillespie | 2681653 | 02/19/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class could not make up | \$ 9.00 |
| CHECK TOTAL FOR CHECK NUMBER 194698 | | | | | | | | | | \$ 9.00 |
| 194699; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Elizabeth Heinz | 2681654 | 02/19/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class could not make up | \$ 9.33 |
| CHECK TOTAL FOR CHECK NUMBER 194699 | | | | | | | | | | \$ 9.33 |
| 194700; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Stephanie Bradley | 2681655 | 02/19/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class could not make up | \$ 20.16 |
| CHECK TOTAL FOR CHECK NUMBER 194700 | | | | | | | | | | \$ 20.16 |
| 194701; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Kassidy Robertson | 2681656 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 9.33 |
| CHECK TOTAL FOR CHECK NUMBER 194701 | | | | | | | | | | \$ 9.33 |
| 194702; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Kellen Wiley | 2681658 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 9.33 |
| CHECK TOTAL FOR CHECK NUMBER 194702 | | | | | | | | | | \$ 9.33 |
| 194703; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Austin Peterson | 2681660 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 9.33 |
| CHECK TOTAL FOR CHECK NUMBER 194703 | | | | | | | | | | \$ 9.33 |

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City of Liberty
AP List Checks Invoices

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|---|---------------|------------------|----------------|--------------|---------------------|---------------------|--------------------|---------------------|------------------------------------|------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194704; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Nedra Williams | 2681661 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194704 | | | | | | | | | | \$ 10.83 |
| 194705; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Sarah Dejong | 2681664 | 02/19/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Cancelled class could not make up | \$ 21.66 |
| CHECK TOTAL FOR CHECK NUMBER 194705 | | | | | | | | | | \$ 21.66 |
| 194706; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Jennifer Dever | 2681668 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194706 | | | | | | | | | | \$ 10.83 |
| 194707; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Carrie Kriz | 2681672 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194707 | | | | | | | | | | \$ 10.83 |
| 194708; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Sarah Dejong | 2681675 | 02/19/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Conflicts with sports | \$ 130.00 |
| CHECK TOTAL FOR CHECK NUMBER 194708 | | | | | | | | | | \$ 130.00 |
| 194709; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Brad Greenstreet | 2681684 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194709 | | | | | | | | | | \$ 10.83 |
| 194710; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Richard West | 2681685 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 21.66 |
| CHECK TOTAL FOR CHECK NUMBER 194710 | | | | | | | | | | \$ 21.66 |

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|--|---------------|------------------|----------------|--------------|---------------------|---------------------|--------------------|---------------------|------------------------------------|-----------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194711; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Whitney Dixon | 2681689 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194711 | | | | | | | | | | \$ 10.83 |
| 194712; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Megan Kemper | 2681691 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194712 | | | | | | | | | | \$ 10.83 |
| 194713; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | David Maul | 2681693 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 21.66 |
| CHECK TOTAL FOR CHECK NUMBER 194713 | | | | | | | | | | \$ 21.66 |
| 194714; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Maria Lisa Roxby | 2681694 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194714 | | | | | | | | | | \$ 10.83 |
| 194715; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Monty Welch | 2681695 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194715 | | | | | | | | | | \$ 10.83 |
| 194716; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Anna Wilson | 2681696 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194716 | | | | | | | | | | \$ 10.83 |
| 194717; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Courtney Majors | 2681699 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 10.83 |
| CHECK TOTAL FOR CHECK NUMBER 194717 | | | | | | | | | | \$ 10.83 |

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|---|---------------|--------------------------|---------------------|--------------|---------------------|---------------------|--------------------|---------------------|--|------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194718; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Michelle Lewallen | 2681701 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 21.66 |
| CHECK TOTAL FOR CHECK NUMBER 194718 | | | | | | | | | | \$ 21.66 |
| 194719; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Sara Maurin | 2681702 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Credit for class unable to make up | \$ 21.66 |
| CHECK TOTAL FOR CHECK NUMBER 194719 | | | | | | | | | | \$ 21.66 |
| 194720; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Stanley Bennett | 2682493 | 02/20/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Should have been cancelled not changed to CCSD | \$ 51.50 |
| CHECK TOTAL FOR CHECK NUMBER 194720 | | | | | | | | | | \$ 51.50 |
| 194721; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 999999 | Sheridan Sherer | 2682683 | 02/21/2026 | PARKS & RECREATION | | 465-20010-000-0000 | REFUNDS PAYABLE | Room Rental Refund | \$ 130.00 |
| CHECK TOTAL FOR CHECK NUMBER 194721 | | | | | | | | | | \$ 130.00 |
| 194722; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 101_0186000_010 Utility Billing Refund | 999999 | EAST WEST PROPERTIES LLC | U1010186000 010A | 02/20/2026 | - | | 590-20019-000-0000 | WATER REFUNDS | Utility Billing | \$ 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 194722 | | | | | | | | | | \$ 150.00 |
| 194723; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 118_0521500_001 Utility Billing Refund | 999999 | HOWARD J GILLESPIE | U1180521500 001A | 02/20/2026 | - | | 590-20019-000-0000 | WATER REFUNDS | Utility Billing | \$ 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 194723 | | | | | | | | | | \$ 150.00 |
| 194724; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 142_0022000_002 Utility Billing Refund | 999999 | KATHLEEN FULLERTON | U142002200 0002A | 02/20/2026 | - | | 590-20019-000-0000 | WATER REFUNDS | Utility Billing | \$ 39.85 |
| CHECK TOTAL FOR CHECK NUMBER 194724 | | | | | | | | | | \$ 39.85 |

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|---|---------------|--------------------------|---------------------|--------------|---------------------|---------------------|--------------------------|---------------------|-----------------------|------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194725; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 204_0390000_007 Utility Billing Refund | 999999 | SANDRA BOSTIAN | U204039000 0007A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 54.33 |
| CHECK TOTAL FOR CHECK NUMBER 194725 | | | | | | | | | | \$ 54.33 |
| 194726; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 206_0023000_002 Utility Billing Refund | 999999 | KURT ESFELD | U206002300 0002A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 100.18 |
| CHECK TOTAL FOR CHECK NUMBER 194726 | | | | | | | | | | \$ 100.18 |
| 194727; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 206_0060000_002 Utility Billing Refund | 999999 | JOY MATTHEWS | U206006000 0002A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 101.29 |
| CHECK TOTAL FOR CHECK NUMBER 194727 | | | | | | | | | | \$ 101.29 |
| 194728; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 207_0070000_004 Utility Billing Refund | 999999 | RICHARD RALSTON | U207007000 0004A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 117.47 |
| CHECK TOTAL FOR CHECK NUMBER 194728 | | | | | | | | | | \$ 117.47 |
| 194729; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 207_0504000_007 Utility Billing Refund | 999999 | WALTRAUD KIRCHDORFER- | U207050400 0007A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 45.71 |
| CHECK TOTAL FOR CHECK NUMBER 194729 | | | | | | | | | | \$ 45.71 |
| 194730; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 210_0001000_002 Utility Billing Refund | 999999 | CLAY CALLAHAN | U210000100 0002A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 106.36 |
| CHECK TOTAL FOR CHECK NUMBER 194730 | | | | | | | | | | \$ 106.36 |
| 194731; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 210_0134000_002 Utility Billing Refund | 999999 | RYAN BISHOP | U2100134000 002A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 194731 | | | | | | | | | | \$ 150.00 |

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|---|---------------|------------------------------|---------------------|--------------|---------------------|---------------------|--------------------------|---------------------|-----------------------|------------------|
| CHECK NUMBER; CHECK DATE; CHECK STATUS; CHECK CLEARED DATE | | | | | | | | | | |
| 194732; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 211_0131000_009 Utility Billing Refund | 999999 | CHRISTINE CROUCH | U2110131000 009A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 250.00 |
| CHECK TOTAL FOR CHECK NUMBER 194732 | | | | | | | | | | \$ 250.00 |
| 194733; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 212_0007000_009 Utility Billing Refund | 999999 | LEWIS & CLARK PROPERTIES | U212000700 0009A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 472.15 |
| CHECK TOTAL FOR CHECK NUMBER 194733 | | | | | | | | | | \$ 472.15 |
| 194734; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 212_0065000_001 Utility Billing Refund | 999999 | ERNEST & ROSINA HOLTHOUSE | U212006500 0001A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 9.63 |
| CHECK TOTAL FOR CHECK NUMBER 194734 | | | | | | | | | | \$ 9.63 |
| 194735; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 212_0073000_009 Utility Billing Refund | 999999 | SAM SCARFINO | U212007300 0009A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 2.51 |
| CHECK TOTAL FOR CHECK NUMBER 194735 | | | | | | | | | | \$ 2.51 |
| 194736; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 221_0750000_002 Utility Billing Refund | 999999 | LINDA L. SAPP | U2210750000 002A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 127.82 |
| CHECK TOTAL FOR CHECK NUMBER 194736 | | | | | | | | | | \$ 127.82 |
| 194737; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 231_0181500_014 Utility Billing Refund | 999999 | CHARLES FLOOK | U2310181500 014A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 194737 | | | | | | | | | | \$ 150.00 |
| 194738; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 231_0201500_002 Utility Billing Refund | 999999 | ULISES VALENCIA | U2310201500 002A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 75.00 |
| CHECK TOTAL FOR CHECK NUMBER 194738 | | | | | | | | | | \$ 75.00 |

**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 | | | | | | | | | | |
| 194739; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 233_0014500_016 Utility Billing Refund | 999999 | DAVID STANLEY | U233001450 0016A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 194739 | | | | | | | | | | \$ 150.00 |
| 194740; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 239_0272000_010 Utility Billing Refund | 999999 | JACKQUELINE BROTHERTON & | U239027200 0010A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 150.00 |
| CHECK TOTAL FOR CHECK NUMBER 194740 | | | | | | | | | | \$ 150.00 |
| 194741; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 351_0420000_001 Utility Billing Refund | 999999 | ASPEN VET. RESOURCES | U351042000 0001A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 138.17 |
| CHECK TOTAL FOR CHECK NUMBER 194741 | | | | | | | | | | \$ 138.17 |
| 194742; 02/27/2026; Outstanding; null | | | | | | | | | | |
| 351_0421000_001 Utility Billing Refund | 999999 | ASPEN VET. RESOURCES | U3510421000 001A | 02/20/2026 | - | | 590-20019-000-0000 00 | WATER REFUNDS | Utility Billing | \$ 128.37 |
| CHECK TOTAL FOR CHECK NUMBER 194742 | | | | | | | | | | \$ 128.37 |

**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 | | | | | | | | | | |
| 194743; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 461-54000-451-0000 00 | TRAINING TRAVEL | Tom Shadid Arborist Training | \$ 102.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 100-10013-000-0000 00 | PETTY CASH/ WORKING FUNDS | Police Records Cash Drawer | \$ 150.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 100-54000-501-0000 00 | TRAINING TRAVEL | Ronnie Milburn Fighting Organized Retail Crime | \$ 19.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 100-54000-501-0000 00 | TRAINING TRAVEL | Mules Training - Nathan Callaway | \$ 24.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 100-54000-501-0000 00 | TRAINING TRAVEL | Mules Training - Matt Smith | \$ 24.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 247-22005-000-0000 00 | PREPAYMENT- RECORDING FEES | 2 Cemetery Deeds | \$ 48.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 100-55044-501-0000 00 | MISCELLANEOUS FEES | Serna Apple Watch Repair | \$ 43.88 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 100-54000-201-0000 00 | TRAINING TRAVEL | Findlay ACEC/MO EEA GBA SLP Study Award | \$ 129.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 100-53000-501-0000 00 | GENERAL SUPPLIES | Stephanie Smith Notary Swear In | \$ 6.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 100-54004-501-0000 00 | TRAINING COSTS | Pernice - Training Parking | \$ 50.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 461-54000-451-0000 00 | TRAINING TRAVEL | Sarah Lawson Shade Tree Conf | \$ 102.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 461-54000-451-0000 00 | TRAINING TRAVEL | Devin Skillman reCertification | \$ 102.00 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 244-53026-119-0000 00 | MAKE MUSIC DAY- SUPPLIES | Bailey Ball Reel Liberty Film Festival | \$ 72.67 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 100-54000-201-0000 00 | TRAINING TRAVEL | Findlay Public Works Expo (PWX) 2025 | \$ 55.68 |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 590-54001-801-0000 00 | REGISTRATION FEES | Zephaniah Madlock Liberty DMV License reprint | \$ 15.55 |

**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 | | | | | | | | | | |
| 194743; 02/27/2026; Outstanding; null | | | | | | | | | | |
| | 204 | CITY OF LIBERTY PETTY CASH | FINANCE2202 6 | 02/19/2026 | FINANCE | | 244-54001-113-00000 0 | REGISTRATION FEES | Brenda Geiger MO Gov Tourism Conf | \$ 71.34 |
| CHECK TOTAL FOR CHECK NUMBER 194743 | | | | | | | | | | \$ 1,015.12 |
| Grand Total: | | | | | | | | | | \$ 236,601.66 |

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



Department: Utilities

Submitted By: Matt Redenbaugh,
Operations Manager Wastewater

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

Summary:

This is for 2026 lab services for the Wastewater Treatment Plant with Teklabs Inc. Teklabs will perform the majority of testing for permit compliance and will assist with some of the process control sampling. This contract has a not-to-exceed amount of \$28,000.00 for the calendar year of 2026.

Background:

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

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

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

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

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

higher quality control.

Previous Action (if applicable):

Approval in 2025

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: 591-55020-902-000000 | Amount:\$28,000.00 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | Amount: |
| | Funding Source: | Amount: |

Attachments:

1. Ordinance approving an agreement with Teklabs, Inc 2026
2. 2026_Laboratory testing cost analysis_TEKLAB (00000003)
3. 2026 Teklabs General City Agreement-signed

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR SERVICES WITH TEKLABS, INC. FOR LABORATORY SERVICES FOR THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$28,000.00

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 services by and between the City of Liberty, Clay County, Missouri and Teklabs, Inc., 120 United Drive, Collinsville, Illinois 62234 in an amount not-to-exceed TWENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$28,000.00), 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 I of this Ordinance.

SECTION III

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

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

Liberty missouri

| Number | Name | Quantity | Total | Explanation | Frequency |
|-------------------|-------------------------------|----------|--------------------|--|-----------|
| SM 5210B | BOD | 104 | \$3,213.60 | Test performed on Effluent and Influent every week. | 104 |
| SM 2540D | TSS | 104 | \$2,360.80 | Test performed on Effluent and Influent every week. | 104 |
| EPA 410.4 | COD | 104 | \$2,818.40 | Test performed on Effluent and Influent every week. | 104 |
| EPA 351.2 | TKN | 128 | \$5,408.00 | Test performed on Effluent and Influent every week, instream monthly and Biosolids monthly. | 128 |
| EPA 353.2 | NO2/NO3 | 128 | \$4,684.80 | Test performed on Effluent and Influent every week, instream monthly, and Biosolids monthly. | 128 |
| EPA 350.1 | Ammonia | 128 | \$5,248.00 | Test performed on Effluent and Influent every week, instream monthly, and Biosolids monthly. | 128 |
| EPA 365.4 | Total Phos. | 128 | \$4,992.00 | Test performed on Effluent and Influent every week, instream monthly, and Biosolids monthly. | 128 |
| EPA 353.2 + 351.2 | Total Nitrogen | 116 | \$580.00 | Test performed on Effluent and Influent every week, and Instream monthly. | 116 |
| EPA 1664 | Oil and Grease | 12 | \$621.60 | Test performed monthly on Effluent. | 12 |
| | PAN | 12 | \$870.00 | Test performed Monthly on Biosolids. | 12 |
| SM 2540B | Total Percent Solids | 12 | \$272.40 | Test performed Monthly on Biosolids. | 12 |
| Quantitray | E. Coli | n/a | \$52.50 | Test performed weekly between April 1st and October 31st. | 32 |
| EPA 2710B | S.O.U.R | 16 | \$0.00 | Performed weekly on Biosolids during warm months until we get 4 passing. | 16 |
| | Total Organic Nitrogen | 12 | \$949.20 | Performed monthly on Biosolids. | 12 |
| See List | Quarterly Biosolids | 3 | \$931.75 | Performed Quarterly on Biosolids. See Exhibit A - NO MEAN / SOUR | 4 |
| See List | Quarterly Biosolids | 1 | \$1,966.05 | Quarterly Biosolids with TCLP and PCB. Exhibit B - NO MEAN | 1 |
| | Wet Test (subcontract) | 1 | \$1,500.00 | Performed once a year. 4 years Acute and 1 year Chronic. Chronic this year. Acute is \$, Chronic is \$ | 1 |
| | Courier Charges | 52 | \$780.00 | Self explanatory. | 52 |
| See List | Annual Permit | 1 | \$762.55 | Annual Test for Permit. | 1 |
| | Total | | \$39,822.65 | | |

Notes

| Quarterly Biosolids (3* Per Year) Exhibit A | | | |
|---|-----------------------|----------|-----------------|
| Method Number | Name | Quantity | Total |
| SM2540B | Total Percent Solids | 8 | \$181.60 |
| SM 2540E | Total Volatile Solids | 1 | \$28.60 |
| EPA 350.1 | Ammonia | 1 | \$41.00 |
| EPA 351.2 | TKN | 1 | \$42.25 |
| EPA 365.4 | Total Phosphorous | 1 | \$39.00 |
| EPA 6010 B - 10 | ICP Metals, 6010 | 1 | \$150.00 |
| EPA 7471B | Mercury 7471 | 1 | \$39.00 |
| EPA 9045C | pH | 1 | \$17.50 |
| N3N2 SM4500 | IC Anion | 1 | \$60.90 |
| ASTM D2974-87 | Dry Weight | 8 | \$40.00 |
| | Geometric Mean | 1 | \$0.00 |
| SM 9222D | Fecal Coliform | 7 | \$291.90 |
| | SOUR | 1 | \$0.00 |
| | Total Cost | | \$931.75 |

| Annual Permit Test/ Expanded Effluent | | |
|---------------------------------------|------------------------|----------|
| Method Number | Name | Total |
| EPA 200.7 - 10 | Total Metals/Per metal | \$150.00 |
| EPA 245.1 | Mercury | \$39.00 |
| SM-4500-CN-E-EPA 33 | Total Cyanide | \$45.05 |

| Quarterly Biosolids (1* Per Year) Exhibit B | | | |
|---|-----------------------------|----------|----------|
| Method Number | Name | Quantity | Total |
| SM2540B | Total Percent Solids | 8 | \$22.70 |
| SM 2540E | Total Volatile Solids | 1 | \$28.60 |
| EPA 350.1 | Ammonia | 1 | \$41.00 |
| EPA 351.2 | TKN | 1 | \$42.25 |
| EPA 365.4 | Total Phosphorous | 1 | \$39.00 |
| EPA 6010 B - 10 metals | ICP Metals, 6010 | 1 | \$150.00 |
| EPA 6010/7470 RCRA 8 | ICP Metals TCLP | 1 | \$115.70 |
| EPA 7471B | Mercury 7471 | 1 | \$39.00 |
| EPA 9045C | pH | 1 | \$17.50 |
| N3N2 SM4500 | IC Anion | 1 | \$60.90 |
| ASTM D2974-87 | Dry Weight | 8 | \$5.00 |
| | Geometric Mean | 1 | \$0.00 |
| SM 9222D | Fecal Coliform | 7 | \$41.70 |
| EPA 2710B | SOUR | 1 | \$0.00 |
| EPA 8082 | GCS PCB | 1 | \$96.10 |
| EPA 8260 | MSVTCLP | 1 | \$124.00 |
| EPA 8270 | Semi Volatile Organics TCLP | 1 | \$240.00 |
| EPA 8151 | TCLP Herbicides | 1 | \$194.00 |
| EPA 8081 | TCLP Pesticides | 1 | \$114.00 |

| | | | | |
|-------------------|---------------------------------|---|----------|-----------------|
| EPA 624.1 | Volatile Organics | 1 | \$153.00 | \$153.00 |
| EPA 625.1 | GCMS Semi Volatile Organics | 1 | \$257.50 | \$257.50 |
| EPA 7196 | Chromium Hexavalent | 1 | \$39.50 | \$39.50 |
| EPA 420.1 | Phenolic Total Recoverable | 1 | \$39.00 | \$39.00 |
| EPA 7196 + EPA | Tri-Valent Chromium Calculation | 1 | \$39.50 | \$39.50 |
| Total Cost | | | | \$762.55 |

| | | | | |
|-------------------|-------------------|---|---------|-------------------|
| EPA 1311 | TCLP Rotation | 1 | \$72.50 | \$72.50 |
| EPA 1311 | TCLP ZHE Rotation | 1 | \$78.00 | \$78.00 |
| Total Cost | | | | \$1,966.05 |

AGREEMENT FOR SERVICES

This agreement is made and entered into this ___ day of _____ 2026, by and between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and Teklab, Inc., of 120 United Drive, Collinsville Illinois, 62234 as CONTRACTOR, for laboratory analytical services, as follows:

WITNESSETH: CITY and CONTRACTOR hereby agree that CONTRACTOR shall perform all services included in the project description provided by the CONTRACTOR, shall furnish all materials, and will perform the work at the location as specified in the project description. CONTRACTOR agrees to pay all taxes necessary to perform the work, shall secure all necessary permits, shall provide proof of workers' compensation coverage, shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$1,000,000 per occurrence (\$2,000,000 aggregate), shall name the CITY as additional insured for general liability insurance coverage, and shall provide proof CONTRACTOR has a valid business/occupation license that entitles CONTRACTOR to do business within the corporate limits of CITY.

CITY agrees to pay CONTRACTOR for services performed a sum not to exceed Twenty-Eight Thousand Dollars and 00/100 (\$28,000.00), payable on completion of individual projects or monthly that adds up to the not to exceed amount.

CONTRACTOR agrees to perform all work following all CITY code requirements, with all work to be performed in a work like manner acceptable to CITY, and to complete all work.

IN WITNESS WHEREOF, CITY and CONTRACTOR accept the terms and conditions of this contract through their respective signatures below, as officially approved by the Liberty City Council and attested to by the Deputy City Clerk on the date and year noted:

Approved this ___ day of _____, 2026.


CITY OF LIBERTY, MISSOURI

BY _____
MAYOR

ATTEST:

DEPUTY CITY CLERK

CONTRACTOR

BY


AUTHORIZED OFFICIAL



Department: Finance

Submitted By: Vicki McClure, Director
Finance

Subject: 2025 Encumbrances

Summary:

- Approve an Ordinance Amending Ordinance No. 12215 Adoption of the 2026 Budget for the City of Liberty, Missouri.
- Approve an Ordinance Amending Ordinance No. 12214 Adoption of the 2026 Park Department Budget for the City of Liberty, Missouri.
- The 2026 adopted budget does not include 2025 open encumbrances.
- The 2025 encumbrances are 2025 commitments related to contracts for goods or services approved in 2025.
- These commitments are a result of items appropriately approved either by the City Council or Administration in 2025.
- The value of the goods and services were either partially received or not received in 2025 and, due to the status of receipt, the commitment was either partially or not paid out in 2025.
- Remaining 2025 funds for the commitments are reserved as part of the end of the year closeout process.
- These reserved funds must be appropriated in 2025 and be available to incur the close of expenses associated with the 2025 commitments.
- Approval of encumbrances is a housekeeping item that balances budgeted funds between fiscal years.

Background:

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

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

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

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

appropriation is effectively from the reserved fund balance.

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

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

Previous Action (if applicable):

City Council approved the 2026 fiscal year budget with Ordinance Number 12214 and 12215 in December 2025.

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. 2025 Encumbrances Ordinances
2. Encumbrance List 2025 (1)

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 12215 ADOPTION OF THE FY2026
BUDGET FOR THE CITY OF LIBERTY, MISSOURI

WHEREAS, Council adopted Ordinance No. 12215 Adoption of the FY2026 Budget for the City of Liberty, Missouri; and,

WHEREAS, due to 2025 encumbrances not being expended in the year they were initially budgeted; and,

WHEREAS, there is a requirement to appropriate them into 2026;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends Ordinance No. 12215 as follows:

ORDINANCE NO. _____ (CONT.)

| 2026 Budget Amendments - 2025 Encumbrances | Accounts | Amount | Budget Action | Debit/Credit |
|--|----------------------|--------------|---------------|--------------|
| <u>General Fund</u> | | | | |
| Finance | 100-55003-130-000000 | 92,400.00 | Increase | Debit |
| Finance | 100-59026-130-000000 | 3,730.82 | Increase | Debit |
| Finance | 100-70001-130-000000 | 44,172.21 | Increase | Debit |
| City Wide | 100-53008-160-000000 | 12,531.10 | Increase | Debit |
| City Wide | 100-57019-160-000000 | 67,473.20 | Increase | Debit |
| City Wide | 100-59026-160-000000 | 108,274.94 | Increase | Debit |
| City Wide | 100-59026-160-EELS | 147,305.00 | Increase | Debit |
| Animal Control | 100-57019-165-000000 | 540.12 | Increase | Debit |
| Information Services | 100-55001-170-000000 | 20,000.00 | Increase | Debit |
| Information Services | 100-57016-170-000000 | 9,222.50 | Increase | Debit |
| Information Services | 100-57030-170-000000 | 8166.67 | Increase | Debit |
| Public Works | 100-57017-201-000000 | 16,419.50 | Increase | Debit |
| Public Works | 100-55041-202-000000 | 2,380.00 | Increase | Debit |
| Public Works | 100-57023-202-000000 | 35,641.16 | Increase | Debit |
| Fire | 100-57014-300-000000 | 42,103.10 | Increase | Debit |
| Fire | 100-57018-302-000000 | 28,857.60 | Increase | Debit |
| Police | 100-59026-501-000000 | 334,065.00 | Increase | Debit |
| Police | 100-53018-502-000000 | 3,909.46 | Increase | Debit |
| Police | 100-53019-502-000000 | 28,922.61 | Increase | Debit |
| Police | 105-70020-501-SOB25 | 384,443.25 | Increase | Debit |
| Fund Balance | 100-37999-000-000000 | 1,390,558.24 | Decrease | Credit |
| <u>Transient Guest Tax</u> | | | | |
| Transient Guest Tax | 244-70001-119-000000 | 50,000.00 | Increase | Debit |
| Fund Balance | 244-37999-000-000000 | 50,000.00 | Decrease | Credit |
| <u>Limited Capital</u> | | | | |
| Public Works | 350-70017-203-000000 | 138,029.51 | Increase | Debit |
| City Wide | 350-70020-160-000000 | 17,481.79 | Increase | Debit |
| Fund Balance | 350-37999-000-000000 | 155,511.30 | Decrease | Credit |
| <u>Capital Sales Tax Fund</u> | | | | |
| Public Works | 351-55049-201-000000 | 8,950.00 | Increase | Debit |
| Public Works | 351-70018-201-000000 | 403,367.11 | Increase | Debit |
| Public Works | 351-70020-201-000000 | 2,719.65 | Increase | Debit |
| Public Works | 351-70023-201-000000 | 52,029.70 | Increase | Debit |
| Fund Balance | 351-37999-000-000000 | 467,066.46 | Decrease | Credit |

ORDINANCE NO. _____ (CONT.)

| | | | | |
|--|----------------------|--------------|----------|--------|
| <u>Transportation Sales Tax Fund</u> | | | | |
| Public Works | 352-55045-201-000000 | 11,337.50 | Increase | Debit |
| Public Works | 352-57033-201-000000 | 265,648.45 | Increase | Debit |
| Public Works | 352-57034-201-000000 | 99,576.86 | Increase | Debit |
| Public Works | 352-57035-201-000000 | 41,126.30 | Increase | Debit |
| Public Works | 352-57044-201-000000 | 625 | Increase | Debit |
| Fund Balance | 352-37999-000-000000 | 418,314.11 | Decrease | Credit |
| <u>Economic Development Sales Tax Fund</u> | | | | |
| Eco/Devo | 354-59016-610-SLPRAB | 2,457.43 | Increase | Debit |
| Fund Balance | 354-37999-000-000000 | 2,457.43 | Decrease | Credit |
| <u>Fire Sales Tax Fund</u> | | | | |
| Fire Sales Tax Fund | 356-55008-305-000000 | 18,000.00 | Increase | Debit |
| Fund Balance | 356-37999-000-000000 | 18,000.00 | Decrease | Credit |
| Total All Debits | | 2,501,907.54 | Increase | Debit |
| Total All Credits | | 2,501,907.54 | Decrease | Credit |

SECTION II

The City Administrator is hereby authorized to expend the funds as set forth in the 2026 budget, as amended, in accordance with applicable ordinances or resolutions governing the purchases of goods and services.

SECTION III

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

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

Document No. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 12214 ADOPTING THE ANNUAL PARK AND PARKS SALES TAX BUDGETS FOR THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI FOR THE FY2026

WHEREAS, Council adopted Ordinance No. 12214 Adoption of the FY2026 Park Department Budget for the City of Liberty, Missouri; and,

WHEREAS, due to 2025 encumbrances not being expended in the year they were initially budgeted; and,

WHEREAS, there is a requirement to appropriate them into 2026;

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby amends Ordinance No. 12214 as follows:

| 2026 Budget Amendments - 2025 Encumbrances | Accounts | Amount | Budget Action | Debit/Credit |
|--|----------------------|------------|---------------|--------------|
| <u>Park Sales Tax Fund</u> | | | | |
| Park Maintenance | 353-60008-403-000000 | 23,820.32 | Increase | Debit |
| Park Maintenance | 353-70011-403-000000 | 61,407.80 | Increase | Debit |
| Fund Balance | 353-37999-000-000000 | 85,228.12 | Decrease | Credit |
| <u>Parks Fund</u> | | | | |
| Park Administration | 460-55044-400-000000 | 10,000.00 | Increase | Debit |
| Park Maintenance | 460-57025-403-000000 | 17,143.70 | Increase | Debit |
| Fund Balance | 460-37999-000-000000 | 27,143.70 | Decrease | Credit |
| <u>Parks Fund</u> | | | | |
| Sports Complex | 461-53003-451-000000 | 12,505.21 | Increase | Debit |
| Sports Complex | 461-53005-451-000000 | 23,732.59 | Increase | Debit |
| Sports Complex | 461-55041-451-000000 | 26,842.00 | Increase | Debit |
| Fund Balance | 461-37999-000-000000 | 63,079.80 | Decrease | Credit |
| <u>Parks Fund</u> | | | | |
| Community Center | 465-55041-420-000000 | 9,171.00 | Increase | Debit |
| Community Center | 465-57019-420-000000 | 70,185.50 | Increase | Debit |
| Community Center | 465-60000-420-000000 | 14,950.65 | Increase | Debit |
| Fund Balance | 465-37999-000-000000 | 94,307.15 | Decrease | Credit |
| Total All Debits | | | | |
| | | 269,758.77 | Increase | Debit |
| Total All Credits | | | | |
| | | 269,758.77 | Decrease | Credit |

ORDINANCE NO. _____(CONT.)

SECTION
II

The City Administrator is hereby authorized to expend the funds as set forth in the 2026 budget, as amended, in accordance with applicable ordinances or resolutions governing the purchases of goods and services

SECTION
III

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

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

APPROVED by the Mayor ____ day of _____, 2026.

GREG CANUTESON, MAYOR

| Account | Description | Budget | Actual | Encumbrance | Balance |
|----------------------|------------------------------|--------------|--------------|-------------|---------------|
| 100-53008-160-000000 | MAINTENANCE MATERIALS | 23,815.26 | 6,459.66 | 12,531.10 | 4,824.50 |
| 100-53018-502-000000 | SWAT TEAM SUPPLIES | 18,000.00 | 20,120.17 | 3,909.46 | -6,029.63 |
| 100-53019-502-000000 | ARMORY SUPPLIES | 61,611.00 | 59,707.62 | 28,922.61 | -27,019.23 |
| 100-55001-170-000000 | INTERNET SERVICE FEES | 235,000.00 | 136,051.37 | 20,000.00 | 78,948.63 |
| 100-55003-130-000000 | AUDIT FEES | 100,000.00 | 124,058.00 | 92,400.00 | -116,458.00 |
| 100-55041-202-000000 | CONTRACT LABOR | 54,361.22 | 28,560.00 | 2,380.00 | 23,421.22 |
| 100-57014-300-000000 | EMERGENCY MGT MAINTENANCE | 130,231.69 | 35,907.82 | 42,103.10 | 52,220.77 |
| 100-57016-170-000000 | IT MAINTENANCE & SERVICES | 340,000.00 | 300,716.69 | 9,222.50 | 30,060.81 |
| 100-57017-201-000000 | STREET/TRAFFIC LIGHTS MAINT | 48,000.00 | 49,824.02 | 16,419.50 | -18,243.52 |
| 100-57018-302-000000 | MISC EQUIPMENT MAINT | 20,000.00 | 20,825.05 | 28,857.60 | -29,682.65 |
| 100-57019-160-000000 | BUILDING MAINTENANCE | 155,092.75 | 1,465.50 | 67,473.20 | 86,154.05 |
| 100-57019-165-000000 | BUILDING MAINTENANCE | 8,185.57 | 19,810.38 | 540.12 | -12,164.93 |
| 100-57023-202-000000 | CITY HALL MAINTENANCE | 125,000.00 | 22,802.55 | 35,641.16 | 66,556.29 |
| 100-57030-170-000000 | SOFTWARE MAINTENANCE | 790,000.00 | 625,678.23 | 8,166.67 | 156,155.10 |
| 100-59026-130-000000 | MISCELLANEOUS EXPENSES | 2,972.57 | 5,020.08 | 3,730.82 | -5,778.33 |
| 100-59026-160-000000 | MISCELLANEOUS EXPENSES | 390,301.00 | 332,479.04 | 108,274.94 | -50,452.98 |
| 100-59026-160-EELS | MISCELLANEOUS EXPENSES | 0 | 32,695.00 | 147,305.00 | -180,000.00 |
| 100-59026-501-000000 | MISCELLANEOUS EXPENSES | 1,300.00 | 3,588.81 | 334,065.00 | -336,353.81 |
| 100-70001-130-000000 | CAPITAL EQUIPMENT | 49,172.21 | 0 | 44,172.21 | 5,000.00 |
| 105-70020-501-SOB25 | CONSTRUCTION CONTRACT | 0 | 1,234,798.63 | 384,443.25 | -1,619,241.88 |
| 244-70001-119-000000 | CAPITAL EQUIPMENT | 0 | 50,000.00 | 50,000.00 | -100,000.00 |
| 350-70017-203-000000 | ENGINEERING DESIGN | 6,727.46 | 12,700.49 | 138,029.51 | -144,002.54 |
| 350-70020-160-000000 | CONSTRUCTION CONTRACT | 1,206,934.00 | 1,259,645.24 | 17,481.79 | -70,193.03 |
| 351-55049-201-000000 | NPDES EXPENSES | 20,950.00 | 9,085.00 | 8,950.00 | 2,915.00 |
| 351-70018-201-000000 | CONSTRUCTION ENGINEERING | 550,000.00 | 74,682.89 | 403,367.11 | 71,950.00 |
| 351-70020-201-000000 | CONSTRUCTION CONTRACT | 469,549.38 | 453,004.14 | 2,719.65 | 13,825.59 |
| 351-70023-201-000000 | PROJECT CONTINGENCIES | 1,957,692.66 | 1,666,637.26 | 52,029.70 | 239,025.70 |
| 352-55045-201-000000 | TRANSPORTATION ENHANCEMENT | 50,000.00 | 17,162.50 | 11,337.50 | 21,500.00 |
| 352-57033-201-000000 | SIDEWALK MAINTENANCE PROGRAM | 987,170.60 | 576,695.58 | 281,842.75 | 128,632.27 |
| 352-57034-201-000000 | TRAFFIC SIGNAL UPGRADES | 2,343,418.42 | 1,974,036.97 | 99,576.86 | 269,804.59 |
| 352-57035-201-000000 | BRIDGE MAINT REPLC PROJ | 110,220.20 | 93,412.37 | 41,126.30 | -24,318.47 |
| 352-57044-201-000000 | OVERLAY PROGRAM | 848,975.62 | 994,807.11 | 625 | -146,456.49 |
| 353-60008-403-000000 | VEHICLE/EQUIPMENT LEASE | 0 | 13,420.24 | 23,820.32 | -37,240.56 |

| | | | | | |
|----------------------|----------------------------|--------------|------------|------------|-------------|
| 353-70011-403-000000 | TRAIL DESIGN AND COSTING | 0 | 53,977.20 | 61,407.80 | -115,385.00 |
| 354-59016-610-SLPRAB | FUTURE USE STUDY | 168,907.50 | 166,450.07 | 2,457.43 | 0 |
| 356-55008-305-000000 | ADMINISTRATIVE FEES | 85,000.00 | 42,555.76 | 18,000.00 | 24,444.24 |
| 460-55044-400-000000 | MISCELLANEOUS FEES | 40,000.00 | 29,265.11 | 10,612.50 | 122.39 |
| 460-57025-403-000000 | TRAILS MAINTENANCE | 100,000.00 | 67,140.75 | 17,143.70 | 15,715.55 |
| 461-53003-451-000000 | RECREATION SUPPLIES | 135,887.48 | 112,338.91 | 12,505.21 | 11,043.36 |
| 461-53005-451-000000 | CONCESSION SUPPLIES | 135,000.00 | 166,145.21 | 23,732.59 | -54,877.80 |
| 461-55041-451-000000 | CONTRACT LABOR | 205,000.00 | 217,586.00 | 26,842.00 | -39,428.00 |
| 465-55041-420-000000 | CONTRACT LABOR | 73,698.00 | 62,854.50 | 9,171.00 | 1,672.50 |
| 465-57019-420-000000 | BUILDING MAINTENANCE | 149,614.77 | 137,471.20 | 70,185.50 | -58,041.93 |
| 465-60000-420-000000 | MINOR EQUIPMENT | 97,625.15 | 76,078.21 | 14,950.65 | 6,596.29 |
| 590-53009-802-000000 | CHEMICALS | 625,000.00 | 895,859.99 | 17,775.96 | -288,635.95 |
| 590-57005-802-000000 | WATER PLANT MAINTENANCE | 150,000.00 | 302,514.05 | 15,607.00 | -168,121.05 |
| 590-57006-802-000000 | WELLFIELD MAINTENANCE | 97,401.00 | 117,104.71 | 12,450.00 | -32,153.71 |
| 590-57019-802-000000 | BUILDING MAINTENANCE | 15,786.39 | 19,499.39 | 1,775.65 | -5,488.65 |
| 590-57030-801-000000 | SOFTWARE MAINTENANCE | 20,000.00 | 41,612.65 | 1,251.37 | -22,864.02 |
| 590-57030-802-000000 | SOFTWARE MAINTENANCE | 6,500.00 | 6,954.43 | 20,000.00 | -20,454.43 |
| 591-55020-902-000000 | LAB FEES | 65,269.70 | 33,400.90 | 19,987.25 | 11,881.55 |
| 591-55026-902-000000 | FEES-LIME SLUDGE DISPOSAL | 330,000.00 | 274,704.94 | 2,989.68 | 52,305.38 |
| 591-57019-902-000000 | BUILDING MAINTENANCE | 20,614.60 | 34,596.82 | 6,601.92 | -20,584.14 |
| 591-57030-901-000000 | SOFTWARE MAINTENANCE | 35,000.00 | 45,834.78 | 2,130.73 | -12,965.51 |
| 592-60008-801-000000 | VEHICLE/EQUIPMENT LEASE | 0 | 1,797.71 | 2,617.39 | -4,415.10 |
| 592-70017-801-000000 | ENGINEERING DESIGN | 223,613.95 | 120,502.53 | 9,758.47 | 93,352.95 |
| 592-70017-802-000000 | ENGINEERING DESIGN | 239,503.71 | 107,843.50 | 144,088.50 | -12,428.29 |
| 592-70020-802-000000 | CONSTRUCTION CONTRACT | 418,531.78 | 32,467.38 | 285,000.00 | 101,064.40 |
| 593-60008-901-000000 | VEHICLE/EQUIPMENT LEASE | 0 | 1,797.73 | 2,617.37 | -4,415.10 |
| 593-70005-902-000000 | PLANT CAPITAL REPLACEMENTS | 1,495,000.00 | 142,867.38 | 804,936.62 | 547,196.00 |
| 593-70016-901-000000 | BUILDING IMPROVEMENTS | 150,000.00 | 192,775.00 | 363,605.00 | -406,380.00 |
| 593-70017-901-000000 | ENGINEERING DESIGN | 250,000.00 | 75,998.94 | 141,953.20 | 32,047.86 |



Department: Utilities

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

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

Summary:

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

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

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

Background:

The City of Liberty continues to address structural deterioration and inflow/infiltration (I&I) issues within its wastewater collection system. Recent inspections have identified 20 priority sewer manholes exhibiting varying degrees of deterioration. Several of these manholes are experiencing significant water infiltration, contributing to increased wet-weather flows and placing additional demand on the wastewater system.

In 2025, the City previously contracted with HK Solutions / Hydro Clean Group to rehabilitate a group of sewer manholes using their proprietary structural lining system. The company uses a proprietary system that places concrete forms inside the existing manhole and pour a manhole within a manhole which completes a continuous structural repair with minimal excavation and quick completion. That project was completed successfully, on schedule, and within budget. Post-rehabilitation inspections confirmed improved structural integrity and a noticeable reduction in infiltration.

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: 593-70020-901-000000 | Amount: \$183,400.00 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | Amount: |
| | Funding Source: | Amount: |

Attachments:

1. HK Solutions Ordinance 2026
2. City of Liberty, MO - Manhole Rehab Phase II Contract

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT FOR SERVICE FOR MANHOLE REHABILITATION FOR THE SANITARY SEWER TRUCK LINE WITH HK SOLUTIONS GROUP/HYDRO-KLEAN IN AN AMOUNT NOT TO EXCEED \$183,400.00

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 service for manhole rehabilitation for the sanitary sewer truck line by and between the City of Liberty, Clay County, Missouri and HK Solutions Group/Hydro-Klean, 333 NW 49th Place, Des Moines, IA, 50313, in an amount not to exceed ONE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED DOLLARS and 00/100 (\$183,400.00) 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 _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

**AGREEMENT FOR SERVICE FOR
MANHOLE REHABILITATION FOR SANITARY SEWER TRUCK LINE Between
MAYOR, COUNCILMEN, AND CITIZENS OF THE CITY OF LIBERTY, CLAY COUNTY,
MISSOURI
AND
HK SOLUTIONS GROUP/HYDRO-KLEAN**

THIS AGREEMENT FOR SERVICE FOR Manhole Rehabilitation for Glenaire Sewer Truck Line ("AGREEMENT") is made this _____ day of _____, 2026, between the Mayor, Councilmen, and Citizens of the City of Liberty, Clay County, Missouri, a municipal corporation hereinafter referred to as CITY, and HK Solutions Group/Hydro -Klean., 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 provide the following service: install Monoform manhole rehabilitation system. Contractor agrees to pay all taxes necessary to perform work, 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. HK Solutions Group/ Hydro-Klean will provide all labor, equipment and materials to remove existing ring & cover, demo chimney section.
- 1.2. Repair existing bench and invert as necessary, internally bypass any inside drops, remove root infiltration for City of Liberty, MO
- 1.3. HK will install Monoform manhole rehabilitation system with new wall section to grade, set ring & and reset cover at grade and restore paved surfaces with concrete. HK will provide new castings and seals.
- 1.4. The cost of labor and equipment is included to cover travel time, all fuel, crew lodging and per-diems. Per unit cost also includes all equipment needed for manhole structures located in easement/backyards and areas with difficult access.
- 1.5. City of Liberty Shall assist with access, disposal of construction debris generated from the process, provide a water source and traffic control if needed.

INSURANCE

- 1.6. The CONTRACTOR shall provide a certificate of insurance indicating general liability insurance coverage in an amount of at least \$2,000,000 per occurrence, shall name the CITY as additional insured for general liability insurance coverage and shall maintain evidence of insurance as follows:
 - 1.6.1. 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.
 - 1.6.2. Commercial General Liability minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence.
 - 1.6.3. Automobile Liability Insurance minimum \$2,000,000 combined single limit for bodily injury and property damage per occurrence to include premises operations and subcontractors.
 - 1.6.4. 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. Environmental Impairment insurance in the amount of \$10,000,000.

2. PAYMENT

- 2.1. The CONTRACTOR shall submit an invoice upon completion SERVICES, using the rates and the

amounts agreed in AGREEMENT. The CITY shall pay all invoices within 30 days after receipt of the invoice.

- 3. Price
 - 3.1. The Quote letter states that the expected amount for all services shall total \$183,400.00 to be paid upon job completion.
- 4. 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.

HK Solutions/ Hydro-Klean
333NW 49th Place
Des Moines, IA, 50313
515-283-0500

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

BY _____
MAYOR

ATTEST:

DEPUTY CITY CLERK

CONTRACTOR
HK Solutions/ Hydro-Klean

BY  (Seal)
AUTHORIZED OFFICIAL

Name/Title Jill Lepp Manager of Contract and Estimation

Attest April Van Kester

Name/Title April Van Kester, FPA Manager



Department: Utilities

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

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

Summary:

The 10-inch and 12-inch water main on Liberty Dr / Conistor St has been in service for 40 years (1985) and has undergone frequent repairs over the past 10 years due to recurring breaks, leaks, and other issues. These repairs have resulted in increased repair costs, street repair costs and service interruptions. Staff recommends approval of an agreement with Veenstra & Kimm to conduct a comprehensive assessment of the current water main system in this location and provide a detailed engineering plan that includes DNR permits.

Proceeding with the design phase is a crucial first step in addressing the ongoing issues with this failure-prone water main and will ultimately help to provide a more reliable and efficient water distribution system for our community.

Background:

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

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

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

Staff respectfully requests the City Council's approval to enter into a professional engineering services agreement with Veenstra & Kimm for the amount not to exceed \$114,700.00.

Previous Action (if applicable):

N/A

Policy/Committee Review:

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

Financial Considerations:

| | | |
|---------------------|---------------------------------|----------------------|
| Budgeted: | Line Item: 592-70017-801-000000 | Amount: \$114,700.00 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | |
| | Funding Source: | Amount: |

Attachments:

1. Ord approving a contract with Veenstra & Kimm for the Liberty Dr. and Conistor Street water line replacement
2. Engineering Contract_Liberty Drive Watermain 2.9.26

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH VEENSTRA & KIMM ENGINEERING FOR THE LIBERTY DRIVE AND CONISTOR STREET WATER LINE REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$114,700.00

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

SECTION I

The City Council of the City of Liberty, Clay County, Missouri, hereby approves an ordinance approving a contract by and between the City of Liberty, Clay County, Missouri and Veenstra & Kimm, Inc., 9788 N. Ash Ave., Kansas City, MO, 64157, for professional engineering services for the design and construction of the Liberty Drive and Conistor Street water line replacement in the amount not to exceed ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS and 00/100 (\$114,700.00) a copy of said contract being incorporated by reference herein and available for review as required by law.

SECTION II

The City Council hereby authorizes the Mayor to sign the agreement for services 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 _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

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 Veenstra & Kimm, Inc., A Kleinfelder Company (ENGINEER) for the Conistor Street and Liberty Drive Watermain Replacement, 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") 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 | Upon Approval |
| Bid Ready Plans and Specifications to OWNER | TBD |

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 \$ 114,700 for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit A.

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 A.

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 A. 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 A. 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 A. 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 Exhibit which is attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Scope of Services and Related Matters", consisting of 2 pages.

9.2. This Agreement and the Exhibit 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

Veenstra & Kimm, Inc.,
A Kleinfelder Company

By: _____
Greg Canuteson, Mayor

By: Scott M. McDonald
Scott McDonald, PE – Regional Manager

[Corporate Seal]

Attest: _____
Deputy City Clerk

Attest: David A. McDonald

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

Address for giving notices
Scott McDonald
9788 N. Ash Avenue
Kansas City, Missouri 64157

February 6, 2026

City of Liberty, Missouri
Attn: Kelson Kern, Utilities Construction Manager
2800 Riverview Road
Liberty, MO 64068

LIBERTY, MISSOURI
CONISTOR STREET & LIBERTY DRIVE – WATERMAIN REPLACEMENT
SCOPE OF SERVICES

This letter is to provide a description of the scope of services and fee for the above referenced project. The project includes the surveying and design services associated with the replacement of a watermain along Conistor Street and Liberty Drive. The project limits begin at the intersection of Conistor Street and Blue Jay Drive and continues south to the intersection of Liberty Drive and Bluebell Avenue.

The general scope of services for the project are as follows:

Watermain Replacement

1. Topographic and Boundary Survey.
 - a. Topographic survey will include all edge of pavement, landscaping, fencing, driveways, sidewalks, hydrants, manholes, elevations and all utilities in the project corridor. Utility locates will be requested and surveyed as marked in the field.
 - b. Boundary survey will include the location of an adequate number of existing property corner monuments to establish Right-of-Way lines and property lines within the survey limits. Mapping will be obtained from Clay County to reference the collected survey data. Property owner's names will be included on drawings from the Assessor's GIS database.
2. Development of Plans and Specifications for the construction of the watermain replacement.
 - a. Preparation of preliminary alignment and plans based on information provided by the City of Liberty and identification of any conflicts with the proposed route.
 - b. Progress meetings with the City of Liberty to discuss potential conflicts and resolutions.
 - c. Preparation of final alignment and plans for construction.
 - d. Preparation of specifications as necessary for the completion of the project. City of Liberty Standard Specifications will be utilized. Job Special Provisions will be developed as determined necessary.

Veenstra & Kimm, Inc. proposes completing the above services for the Conistor Street and Liberty Drive Watermain Replacement for a lump sum amount of One Hundred Fourteen Thousand Seven Hundred Dollars (\$114,700).

Services not included in the above scope and fee which are available upon request include:

1. Descriptions and Exhibits for Temporary and or Permanent Easements. If required, Descriptions and Exhibits can be completed for an additional amount of \$850.00 per Parcel.
2. Title Work. If necessary, Title Work can be requested and incorporated for an additional amount which will be determined once the extent of the title work needed is determined.

Veenstra & Kimm, Inc. will complete services on a mutually agreed to schedule once Notice to Proceed is provided.

Veenstra & Kimm, Inc. appreciates this opportunity to submit the above scope of services and fee for the Conistor Street and Liberty Drive Watermain Replacement and looks forward to working with the City of Liberty.

VEENSTRA & KIMM, INC.



Scott M. McDonald, PE, ENV SP
Regional Manager



Department: Utilities

Submitted By: Andy Noll, Director Utilities

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

Summary:

Development of an Asset Management Capital Lifecycle Model that will be utilized in the establishment of capital investment scenarios of the water distribution system.

Background:

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

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

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

Staff recommends approval of the agreement with WithersRavenel.

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: 592-70017-801-000000 | Amount: \$44,717.00 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | |
| | Funding Source: | Amount: |

Attachments:

1. Ord WithersRavenel Capital Modeling
2. 25-1187 Liberty, MO Lifecycle Modeling - Water Agreement

Document No. _____

ORDINANCE NO. _____

ORDINANCE APPROVING AN AGREEMENT WITH WITHERSRAVENEL FOR PROFESSIONAL ENGINEERING SERVICES TO DEVELOP A WATERLINE CAPITAL INVESTMENT MODEL IN AN AMOUNT NOT TO EXCEED \$44,717.00

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 WithersRavenel, 115 Mackenan Drive, Cary, NC, 27511, for professional engineering services to develop a waterline capital investment model in an amount not to exceed FOURTY FOUR THOUSAND SEVEN HUNDRED SEVENTEEN DOLLARS and 00/100 (\$44,717.00) 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 _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK

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

GREG CANUTESON, MAYOR

February 6, 2026

Andy Noll
Utilities Director
City of Liberty
101 East Kansas Street
Liberty, MO 64068

**RE: Agreement for Professional Services
Asset Management Capital Lifecycle Modeling
Liberty, Missouri
Project #25-1187
Sourcewell Purchasing Contract Number: 012524-WHR
<https://www.sourcewell-mn.gov/participating-agency/109714>**

Dear Mr. Noll,

WithersRavenel is pleased to provide this Agreement for Lifecycle Modeling Managed Services. We believe these services are essential for having a productive budget and service-level conversation and for sequencing your projects in the most cost-effective manner possible. If you have any questions, please call me or email me per the contact information below.

Sincerely,
WithersRavenel



Noah Wilson
Innovation
nwilson@withersravenel.com
Direct: 214.406.5013

Attachment:
Agreement for Professional Services

City of Liberty Liberty, Missouri Agreement for Professional Services Asset Management Capital Lifecycle Modeling

A. Project Description

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of City of Liberty and formalize an agreement for the implementation and logistics for these services.

This agreement is based on the project site located in Liberty, Missouri.

Listed below is a summary of several key aspects of the project based on discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

1. City of Liberty shall be known as the “Client” or “City.”
2. WithersRavenel shall be known as the “Consultant” or “WithersRavenel.”
3. The property and overall project shall be known as the “Project.”
4. The executed proposal shall be known as the “Agreement.”

The Client wishes for a working asset lifecycle model that will support their infrastructure investment planning processes. WithersRavenel will develop this lifecycle model and provide the associated reporting to provide a multi-year strategy to aid in investment decisions. A lifecycle model will be developed for the following asset class(es): Water.

B. Timeline for Services

Consultant will begin work upon receipt of executed Agreement and written notice to proceed from the Client. Estimated timeframes for the basis of the services described in the Scope of Services are shown below.

| Milestone | Timeframe |
|---|-------------------------|
| Model Development & Reporting Workshop | 6-8 weeks |
| Managed Services | April 2026 – March 2027 |

1. The estimated timeframes may be impacted by, among other things:
 - a. Timeliness and additional permit and/or plan reviews of review agencies;
 - b. Timeliness and accuracy of information provided by the Client and Client consultants, including missing data or other configuration information required to be available prior to the consulting service.
2. Opportunities to adjust these estimated timeframes may be discussed. Implementation of agreed-upon adjustments may result in adjustments to Consultant fees.

C. Scope of Services

Consultant shall provide the services identified under each task below as its “Basic Services” under the Agreement.

Task 1 - Model Development & Reporting Workshop

Sub-Task 1: Model Development

- A. Consultant will utilize Client data and input to refine the lifecycle model(s) for the asset class(es) described in the Project Description section.
- B. Consultant will provide results of lifecycle model(s) for the identified scoped asset(s).
- C. Consultant will schedule workshops as required for Client to answer questions regarding data, existing processes, or other factors pertaining to the model.

Deliverables

1. Consultant will build and optimize the infrastructure model(s) with multiple budget scenarios and treatment options.
2. A minimum of three (3) budget scenarios will be built and provided:
 - a. Calibration simulation that illustrates an unlimited budget and where recommended treatments would be applied;
 - b. A budgeted simulation that applies to Client’s current budget;
 - c. A recommended budget simulation that will improve the overall health of assets.

Sub-Task 2: Reporting Workshop

- A. Provide a Reporting Workshop along with documentation that reviews the results of the lifecycle model(s) generated and a recommended budget strategy.
- B. Review the asset lifecycle model(s), results, and available reporting.

Deliverables

1. Presentation by WithersRavenel’s Subject Matter Expert to review lifecycle model results.
2. Review of results of the different budget simulations and recommendation of most adequate budget.
3. Written or online documentation detailing the results of the different budget scenarios and the recommended budgeted amount to successfully manage assets. **Note: If provided with a PowerBI Dashboard as a reporting deliverable a maximum of two PowerBI licenses will be provided. Additional licenses can be purchased upon request for an additional fee.*

Task 2 - Managed Services

WithersRavenel’s managed services provide the Client access to our lifecycle modeling experts, model updates, and access to asset specific reports that are designed to help you ‘tell the story’ to stakeholders.

The following services are included within the managed services timeframe:

- A. Client may schedule up to twenty-four hours of online meetings with the Consultant to ask questions, discuss “what-if” scenarios, receive training, onboard new staff, review reports, and otherwise engage in conversation regarding any component of the lifecycle model(s) or reports as desired by the Client Provide updates up to six times annually, with new budget simulations added twice a year.

- B. Unlimited replies to questions submitted by email by Client staff.
- C. Two licenses for the Power BI Report Service hosted by the Consultant that allow Client staff to access the Power BI report(s) specific to the asset class(es) covered by this agreement.
 - a. Additional Power BI licenses will be provided by Consultant at cost as requested by Client.
- D. At least one update to the Power BI Report(s) that provides enhancements to the Report(s) at the discretion of the Consultant.
- E. Up to four Minor lifecycle model updates based on data updates provided by the Client. The Power BI Reports will be updated to reflect the model updates. Each Minor Model update may include any combination of the following:
 - a. Loading of data updates provided by Client into lifecycle modeling software;
 - (i) Data must be provided by the Client in the same structure and format as originally provided (structure includes the number of fields, field names, and field data type)
 - (ii) Data updates may include asset additions or deletions and/or data changes
 - b. Changes to the service state of assets;
 - c. Treatment cost changes as directed by Client;
 - d. Budget amount changes as directed by Client;
 - e. Corrections to decision model(s) at the discretion of the Consultant;
 - f. Up to two new simulations based on budget amount changes;
 - g. One new simulation that incorporates forced rules as directed by the Client;
 - h. Up to two hours of online meeting time with Client staff (in addition to A above).

Minor Model update services do not include:

- a. Changes to the data structure or data source;
 - b. Significant changes to current decision model(s) or addition of new decision models;
 - c. New data mappings that affect the Reports.
- F. One Major lifecycle model update that addresses one or more of the following in addition to the Minor Model update services described above:
- a. Changes to the data structure or data source provided by the Client;
 - b. Up to two new decision models;
 - c. Data mappings that affect the Report(s);
 - d. Other changes requested by the Client and agreed to by the Consultant.

Deliverables with each update provided:

1. Updated model simulations available to the Client.
2. Updated Power BI report(s) published to the Power BI Service.
3. Updated documentation as applicable.

D. Exclusions/Additional Services

Services that are not included in the Scope of Services or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by Consultant and its agents if requested in writing by the Client and accepted by Consultant. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

- a. Unless otherwise specified in Scope of Services, evaluation of current practices, policies, procedures, or personnel for the purposes of performance or other improvements;
- b. Troubleshooting any issues related to IT infrastructure, including computer software and/or GIS or other systems;
- c. Migration of data from other systems or locations, unless specified in Scope of Services.
- d. Updating source data;
- e. Exporting data to any other systems or third parties other than those specified in Scope of Services;
- f. Training in model development.

The above list is not all inclusive, and the Scope of Services defines the services to be provided by Consultant for this project.

E. Client Responsibilities

The following are responsibilities of the Client and Consultant will rely upon the accuracy and completeness of this information:

1. Provide client representative(s) for communications and decisions.
2. Provide any information needed to complete the Project not specifically addressed in the Scope of Services.
3. Determine and assemble data sources to be used in the Model, unless otherwise indicated in this Agreement.
4. Provide access to Subject Matter Experts to answer any questions required by the Consultant related to the data, asset management processes, or financial information.
5. Complete data schema and/or data updates recommended by the Consultant and provide updated data to Consultant.
6. Client shall use best efforts to identify all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a change to the task list.
7. Review the output of the Model.
8. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant.
9. Provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
10. Provide at least a 24-hour notice cancellation if required members for any scheduled meeting cannot attend allowing for cancellation/re-scheduling to keep the project on schedule.
11. Inform Consultant if Managed Services data refreshes change the existing data schema.
12. Consultant will host any required meetings using online screen sharing software (Webex, Zoom, MS Teams, or similar). The Client is responsible for ensuring remote access for all Client participants.
13. Client is responsible for reviewing all reports and documentation.
14. Any legal representation requiring an attorney at law.

F. Compensation for Services

Consultant proposes to provide the Basic Services outlined in the Scope of Services on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to Consultant by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

| Task No. | Task Name | Fee | Sourcewell Discount | Price |
|--------------|--|---------------------|---------------------|--------------------|
| Water | | | | |
| 1 | Model Development (one-time fee) | \$18,600 | 3% | \$18,042.00 |
| 2 | Managed Services (April 2026 – Mar 2027) | \$27,500 | 3% | \$26,675.00 |
| TOTAL | | | | \$44,717.00 |

Term

The initial managed service term of this Schedule is April 1st, 2026 through March 31st, 2027. After the initial term, this Schedule will automatically renew for a one-year renewal term. Thereafter, this Schedule will continue to be renewed for additional one-year renewal terms, unless either party provides written notice to the other party of its intent to terminate this Schedule at least sixty (60) days in advance of the renewal date. WithersRavenel may adjust the fees for any renewal term by providing Client with notice of such fees for the upcoming term at least ninety (90) days prior to the end of the then-current term.

1. Invoices will be issued monthly, the Model Development task will be billed based on the percentage of completion for the lump sum amount, the Managed Services task will be invoiced at the start of the term for the full lump sum amount. Payment is due upon receipt of invoice.
2. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
3. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
4. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

G. Acceptance

This agreement is valid 60 days from the date transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and City of Liberty. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

ACCEPTED BY:

WITHERSRAVENEL

CITY OF LIBERTY

Signature Date

Signature Date

Becca Rufin

Name

Name

Director of WR Technologies

Title

Title

Attachments:

Exhibit I- Standard Terms and Conditions

Exhibit II- Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and

CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

2026 Fee & Expense Schedule

| Description | Rate |
|---|--------|
| Engineering, Landscape Architecture & Planning | |
| CAD Technician I | \$ 115 |
| CAD Technician II | \$ 130 |
| Senior CAD Technician | \$ 155 |
| Designer I | \$ 145 |
| Designer II | \$ 165 |
| Senior Designer | \$ 185 |
| Landscape Architect I | \$ 165 |
| Landscape Architect II | \$ 190 |
| Landscape Architect III | \$ 215 |
| Senior Landscape Architect | \$ 240 |
| Landscape Designer I | \$ 145 |
| Landscape Designer II | \$ 155 |
| Landscape Designer III | \$ 160 |
| Planning Technician | \$ 130 |
| Planner I | \$ 140 |
| Planner II | \$ 160 |
| Planner III | \$ 185 |
| Senior Planner | \$ 195 |
| Senior Technical Planner | \$ 205 |
| Principal Planner | \$ 220 |
| Project Engineer I | \$ 190 |
| Project Engineer II | \$ 200 |
| Project Engineer III | \$ 220 |
| Senior Project Engineer | \$ 255 |
| Assistant Project Manager | \$ 200 |
| Project Manager I | \$ 220 |
| Project Manager II | \$ 230 |
| Project Manager III | \$ 235 |
| Senior Project Manager | \$ 240 |
| Associate Practice Professional | \$ 75 |
| Practice Professional I | \$ 155 |
| Practice Professional II | \$ 160 |
| Practice Professional III | \$ 170 |
| Practice Professional IV | \$ 180 |
| Senior Practice Professional | \$ 190 |
| Technical Consultant | \$ 240 |
| Senior Technical Consultant | \$ 280 |
| Director | \$ 275 |
| Principal | \$ 290 |
| Zoning Specialist | \$ 400 |
| Construction Administration | |
| Resident Project Representative I | \$ 115 |
| Resident Project Representative II | \$ 135 |
| Resident Project Representative III | \$ 150 |
| Senior Resident Project Representative | \$ 160 |
| Construction Project Professional | \$ 165 |
| Assistant Construction Project Manager | \$ 170 |
| Construction Project Manager I | \$ 180 |
| Construction Project Manager II | \$ 190 |
| Construction Project Manager III | \$ 200 |
| Senior Construction Project Manager | \$ 215 |
| Other | |
| Implementation Consultant | \$ 165 |
| Senior Implementation Consultant | \$ 175 |
| Expert Witness | \$ 400 |

| Description | Rate |
|---------------------------------------|--------|
| Funding & Asset Management | |
| GIS Senior Specialist | \$ 185 |
| GIS Specialist | \$ 165 |
| GIS Technician | \$ 110 |
| GIS Analyst I | \$ 135 |
| GIS Analyst II | \$ 150 |
| GIS Project Manager | \$ 185 |
| F&AM Assistant Project Manager | \$ 180 |
| F&AM Project Consultant I | \$ 135 |
| F&AM Project Consultant II | \$ 145 |
| F&AM Project Consultant III | \$ 150 |
| F&AM Project Consultant IV | \$ 155 |
| F&AM Senior Project Consultant I | \$ 165 |
| F&AM Senior Project Consultant II | \$ 170 |
| F&AM Project Manager | \$ 185 |
| F&AM Principal | \$ 290 |
| F&AM Director | \$ 260 |
| F&AM Staff Professional I | \$ 80 |
| F&AM Staff Professional II | \$ 130 |
| F&AM Staff Professional III | \$ 170 |
| F&AM Staff Professional IV | \$ 215 |
| F&AM Senior Project Manager | \$ 240 |
| F&AM Senior Technical Consultant | \$ 275 |
| Geomatics | |
| Geomatics CAD Technician I | \$ 115 |
| Geomatics CAD Technician II | \$ 135 |
| Geomatics CAD Technician III | \$ 150 |
| GIS Survey Technician I | \$ 90 |
| GIS Survey Technician II | \$ 115 |
| GIS Survey Technician III | \$ 135 |
| GIS Survey Lead | \$ 150 |
| Geomatics Project Manager I | \$ 185 |
| Geomatics Project Manager II | \$ 200 |
| Geomatics Project Manager III | \$ 230 |
| Geomatics Project Professional I | \$ 165 |
| Geomatics Project Professional II | \$ 190 |
| Geomatics Principal | \$ 270 |
| Geomatics Remote Sensing Crew I | \$ 240 |
| Geomatics Remote Sensing Crew II | \$ 340 |
| Geomatics Survey Crew I | \$ 170 |
| Geomatics Survey Crew II (2 Man) | \$ 195 |
| Geomatics Survey Crew III (3 Man) | \$ 255 |
| Geomatics Senior Manager | \$ 240 |
| Geomatics Survey Tech I | \$ 70 |
| Geomatics Survey Tech II | \$ 105 |
| Geomatics Survey Tech III | \$ 135 |
| Geomatics Survey Tech IV | \$ 145 |
| Geomatics Sr. Technical Consultant | \$ 245 |
| Geomatics SUE Crew 1 | \$ 195 |
| Geomatics SUE Crew 2 | \$ 285 |
| Project Coordinators | |
| Project Coordinator I | \$ 105 |
| Project Coordinator II | \$ 125 |
| Project Coordinator III | \$ 135 |
| Senior Project Coordinator | \$ 145 |
| Lead Project Coordinator | \$ 155 |

| Description | Rate |
|---|----------|
| Environmental | |
| Environmental Technician I | \$ 95 |
| Environmental Technician II | \$ 110 |
| Environmental Technician III | \$ 115 |
| Environmental Senior Technician | \$ 130 |
| Environmental Project Geologist I | \$ 165 |
| Environmental Project Geologist II | \$ 180 |
| Environmental Project Geologist III | \$ 210 |
| Environmental Senior Project Geologist | \$ 230 |
| Environmental Assistant Project Manager | \$ 180 |
| Environmental Project Manager | \$ 210 |
| Environmental Senior Project Manager | \$ 230 |
| Environmental Director | \$ 260 |
| Environmental Project Engineer I | \$ 165 |
| Environmental Project Engineer II | \$ 180 |
| Environmental Project Engineer III | \$ 210 |
| Environmental Senior Project Engineer | \$ 230 |
| Environmental Principal | \$ 285 |
| Environmental Project Scientist I | \$ 165 |
| Environmental Project Scientist II | \$ 180 |
| Environmental Project Scientist III | \$ 210 |
| Environmental Senior Project Scientist | \$ 230 |
| Environmental Scientist I | \$ 120 |
| Environmental Scientist II | \$ 145 |
| Environmental Scientist III | \$ 155 |
| Environmental Geologist I | \$ 120 |
| Environmental Geologist II | \$ 145 |
| Environmental Geologist III | \$ 155 |
| Environmental Professional I | \$ 120 |
| Environmental Professional II | \$ 145 |
| Environmental Professional III | \$ 155 |
| Environmental Senior Technical Consultant | \$ 255 |
| Client Experience | |
| Client Experience Manager | \$ 350 |
| Client Experience Director | \$ 395 |
| Client Experience Principal | \$ 420 |
| Administrative | |
| Administrative Assistant | \$ 75 |
| Administrative Assistant I | \$ 95 |
| Administrative Assistant II | \$ 105 |
| Administrative Assistant III | \$ 115 |
| Marketing Administration I | \$ 105 |
| Marketing Administration II | \$ 125 |
| Marketing Administration III | \$ 135 |
| Marketing Administration IV | \$ 145 |
| Marketing Administration V | \$ 155 |
| Director of Marketing | \$ 165 |
| Office Administration | \$ 80 |
| Office Administrator I | \$ 135 |
| Office Administrator II | \$ 140 |
| Office Administrator III | \$ 145 |
| Expenses | |
| Bond Prints (Per Sheet) | \$ 1.75 |
| Mylar Prints (Per Sheet) | \$ 11.00 |
| Mileage | Per IRS |
| Delivery – Project Specific (Distance & Priority) | |
| Subcontractor Fees (Markup) | 1.15 |
| Expenses / Reprod. / Permits (Markup) | 1.15 |



Department: Parks & Recreation

Submitted By: Tom Garland, Assistant
Director Parks

Subject: Resolution authorizing the purchase of 250 trees utilizing Fee In Lieu Tree funding which will be planted within the City of Liberty, Clay County, Missouri in celebration of the 250th anniversary of the signing of the Declaration of Independence

Summary:

- Included as a part of the City of Liberty's America 250 Celebration, Parks & Rec will purchase 250 trees to plant on public property or to donate to Liberty property owners.
- Funds for the purchase of the trees on both public and private property will be paid from the Fee In Lieu Tree funds.
- Fee In-Lieu Tree funds are typically only used for trees planted on public property and in the right-of-way, so utilizing the fund to provide trees to private property owners within the City of Liberty requires a variance.

Background:

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

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

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

The trees selected for this project include Swamp White Oak, Bur Oak, Red Oak,

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

Staff recommends adopting this resolution to provide a variance to allow Fee In Lieu Tree funding to purchase trees for both public and private property for the Living Legacy - 250 Trees for 250 Years project.

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: 466-59019-445-00000 | Amount: \$34,875.00 |
| | Line Item: | Amount: |
| | Revenue Line (if applicable): | Amount: |
| Non-Budgeted | Line Item: | Amount: |
| | Line Item: | |
| | Funding Source: | Amount: |

Attachments:

1. Resolution authorizing the planting of 250 trees for America's 250 Birthday

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF 250 TREES UTILIZING FEE IN LIEU TREE FUNDING WHICH WILL BE PLANTED WITHIN THE CITY OF LIBERTY, CLAY COUNTY, MISSOURI IN CELEBRATION OF THE 250TH ANNIVERSARY OF THE SIGNING OF THE DECLARATION OF INDEPENDENCE

WHEREAS, The Mayor and City Council are directing City staff to plant 250 trees within the City limits in celebration of the 250th anniversary of the signing of the Declaration of Independence; and

WHEREAS, Funds have been paid to the Fee in Lieu Tree fund to plant trees on public property within the City of Liberty paid by Ford Motor Company and requested at the time of payment that funds be used for the America 250 Tree Planting project; and

WHEREAS, The Mayor and City Council require that all of the 250 trees be of a variety that have a life span of a minimum of 250 years; and

WHEREAS, pursuant to the Unified Development Ordinance (UDO) of the City of Liberty, the City Council finds that the described project duly conforms to the standards and requirements of ordinances except for the following variance:

1. Funds from the Fee in Lieu Tree fund may be used to purchase trees that will be planted on private property so property owners can have an America 250 Tree as the trees would be visible from the right of way due to the size of the mature tree and the trees will provide additional tree canopy for cooling of the community and carbon sequestration for the benefit of all of Liberty.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Liberty, Clay County, Missouri, that funds from the Fee in Lieu Tree fund will be used to purchase 250 trees to plant on public and private property in 2026 in the City of Liberty, Clay County, Missouri.

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

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK



Department: Public Works

Submitted By: Joshua Martinez, Capital
Projects Engineer

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

Summary:

- The Department of Public Works intends to apply for a federal grant opportunity through the Mid-America Regional Council which would provide reimbursable funds for construction if awarded.
- If awarded, the grants typically function as an 80/20 match grant in which the City fronts 100% of funds and receives 80% back as a reimbursement.

Background:

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

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

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

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

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

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

safety.

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

- Removal of the free-flow right-turn lane from northbound MO-291 to Leonard Street. This channelized movement would be replaced with a tighter, signal-controlled right-turn that requires yielding to pedestrians and reduces turning speeds.
- Reconstruction of the curb geometry at the southeast and northeast corners of the intersection to reduce turning radii. This geometry shift will shorten pedestrian crossing distances and encourage slower, safer turns.
- Installation of a dedicated southbound left-turn lane on MO-291, including a longer storage bay and revised signal phasing to accommodate left-turn demand onto Leonard Street without impeding through-traffic.
- Upgrade of the existing traffic signal system to reflect new turning movements, accommodate additional pedestrian phases, and enhance overall efficiency and safety.
- Improved sidewalk and curb ramp connections at all four corners of the intersection, providing ADA-compliant facilities and consistent pedestrian network continuity.

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

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

Previous Action (if applicable):

Policy/Committee Review:

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

Financial Considerations:

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

Attachments:

1. Res approving Grant Application Request Intersection 291 Leonard

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION FOR
INTERSECTION IMPROVEMENTS AT MO-291 AND LEONARD STREET WITH THE
MID-AMERICA REGIONAL COUNCIL

WHEREAS, there is an identified need for intersection improvements at MO-291 and Leonard St. and

WHEREAS, Federal grant funding could provide the City the opportunity to recoup up to 80% of the estimated \$2,000,000.00 required to construct improvements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Clay County, Missouri, that the City hereby authorizes application for funding from the Mid-America Regional Council.

PASSED by the City Council of Liberty, Clay County, Missouri, this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK



Department: Public Works

Submitted By: Joshua Martinez, Capital Projects Engineer

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

Summary:

- The Department of Public Works intends to apply for a federal grant opportunities through the Mid-America Regional Council which would provide reimbursable funds for construction, if awarded.
- If awarded, the grants typically function as a maximum of 80/20 for a construction cost match grant in which the City fronts 100% of funds and receives 80% back as a reimbursement.

Background:

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

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

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

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

City Park is a high-volume, high-visibility recreational center along the MO-291 corridor. City Park currently has zero connections to sidewalk/pedestrian facilities, thereby requiring all users to either arrive by vehicle or walk along unimproved roadways. On September 23, 2024, the City Council authorized the design of two distinct subprojects, the first of which would result in the design of sidewalk radiating out from City Park to the north along City-owned and maintained streets and the second of which would result in the design of sidewalk radiating out from City Park to the east along MO-291 to the intersection of W. Murray Road and south to S. Skyline Drive, the majority of which is in State Right of Way.

It is this second project within the State Right of Way for which the City would make an application for federal funding. The proposed project is estimated at \$750,000.00 for construction and would provide the first link of sidewalk connectivity from City Park along and south of MO-291. If awarded, the City could receive up to 80% of the estimated construction cost back as

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

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

Previous Action (if applicable):

na

Policy/Committee Review:

Financial Considerations:

Attachments:

1. Res approving Grant Application Request Sidewalk 291

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION FOR
SIDEWALK IMPROVEMENTS EAST ALONG MO-291 HIGHWAY FROM CITY PARK
WITH THE MID-AMERICA REGIONAL COUNCIL

WHEREAS, there is an identified need for sidewalk connectivity to and from City Park along and south of MO-291 and

WHEREAS, Federal grant funding could provide the City the opportunity to recoup up to 80% of the estimated \$750,000.00 required to construct improvements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Liberty, Clay County, Missouri, that the City hereby authorizes application for funding from the Mid-America Regional Council.

PASSED by the City Council of Liberty, Clay County, Missouri, this _____ day of _____, 2026.

GREG CANUTESON, MAYOR

ATTEST:

DEPUTY CITY CLERK