



City Council Meeting Agenda

Monday, November 2, 2026 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: TRAVES WILLIAMS

MAYOR PRO-TEM: TINA BOGGESS

- A. CALL TO ORDER** – Mayor Williams – Council Chambers
- B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. PUBLIC HEARING** – CDBG Sidewalk Project Progress
- E. SERVICE AWARDS**
 - 1. Amy Epple – Park – Park Director – 10 Years of Service
 - 2. Jeffery Paxton – Street – Equipment Operator II-Sweeper – 5 Years of Service
- F. RETIREMENT AWARDS**
 - 1. Mark Cherry – Detective – Police – 12 years 2 ½ months of service
- G. SPECIAL AWARDS** – None
- I. GOOD AND WELFARE** - “During the Good and Welfare section of our meeting agenda, residents of Sedalia are invited to directly address the City Council. Participants must sign up in advance using the form provided in the Municipal Building lobby prior to the start of the meeting. The sign-up form requires a name, address, telephone number, and the subject of the comment.

Each speaker will be allotted three minutes to present their remarks. Statements must be addressed to the Council as a body, not to individual members, and must not include personal attacks or criticisms of specific city employees by name. Formal complaints regarding staff must be submitted in writing to the City Clerk. The Council Chamber is a limited public forum, and decorum is expected at all times. Conduct such as disruptions, excessive noise, standing or blocking views, or approaching the dais without permission is prohibited.

All remarks will be recorded into the public record. While this is not a time for debate or direct engagement with Council members, your comments are an important part of civic participation. We ask that all contributions remain respectful, relevant to the community, and in accordance with City Code. By entering the Council Chamber, all visitors acknowledge, accept, and agree to abide by these guidelines.

Thank you for helping us maintain a constructive and respectful environment as we work together to improve Sedalia.”
- II. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – October 19, 2026
- III. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES** – None
- IV. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman Cheryl Ames
 - 1. Presentation – Employee Insurance Renewal (IMA, Presenters)
 - 2. Call for General Election – April 6, 2027 – One Councilman from each of the four wards
Council Discussion led by Chairwoman Boggess

BILL NO. 2026-130 Call for Ordinance calling a general election to be held on April 6, 2027 for the purpose of electing one councilman from each of the four wards in the City of Sedalia, Missouri – Mayor Williams

3. Budget Amendment & Agreement – Special Counsel Engagement

Council Discussion led by Chairwoman Boggess

R 2184 Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's annual budget for fiscal year 2027 – Mayor Williams

BILL NO. 2026-131 Call for Ordinance amending the budget for the fiscal year 2026-2027 regarding legal counsel – Mayor Williams

BILL NO. 2026-132 Call for Ordinance authorizing an agreement for special counsel engagement – Mayor Williams

B. PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairman David Covington

1. Presentation – Clarendon/Winchester Road Improvements Project (Allstate Consultants, Presenter)

BILL NO. 2026-133 Call for Ordinance authorizing an agreement for Clarendon/Winchester road improvements – Mayor Williams

2. Strategic Planning Presentation – Parks & Recreation (Amy Epple, Presenter)

3. Budget Amendment & Quote Acceptance – Repairs to Sanitation Building

Council Discussion led by Chairwoman Franklin

R 2185 Call for Resolution of the City Council of the City of Sedalia, Missouri stating facts and reasons for the necessity to amend and increase the City's annual budget for fiscal year 2027 – Mayor Williams

BILL NO. 2026-134 Call for Ordinance amending the budget for the fiscal year 2026-2027 regarding Sanitation Building repairs – Mayor Williams

BILL NO. 2026-135 Call for Ordinance approving and accepting a quote for Sanitation Building repairs – Mayor Williams

C. PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Spencer Redford

1. Master Services Agreement – Flock Cameras

Council Discussion led by Chairman Robinson

BILL NO. 2026-136 Call for Ordinance authorizing a master services agreement for Flock cameras and hardware for the Sedalia Police Department – Mayor Williams

2. Budget Amendment – Repairs to Fire Vehicle – \$17,247.48

Council Discussion led by Chairman Robinson

R 2186 Call for Resolution of the City Council of the City of Sedalia, Missouri stating facts and reasons for the necessity to amend and increase the City's annual budget for fiscal year 2027 – Mayor Williams

BILL NO. 2026-137 Call for Ordinance amending the budget for the fiscal year 2026-2027 regarding Fire Truck repairs – Mayor Williams

D. COMMUNITY DEVELOPMENT – Chairwoman Cheryl Ames; Vice Chairman David Covington

1. Sale of Property – 819 East 15th – Mid Mo Fine Homes LLC - \$5,500.00

Council Discussion led by Chairwoman Ames

BILL NO. 2026-138 Call for Ordinance approving a quit claim deed for the sale of property commonly known as 819 East 15th Street from the City of Sedalia, Missouri to Mid Mo Fine Homes LLC, a Missouri Limited Liability Company – Mayor Williams

2. Sale of Property – 1000 East 12th – Mid Mo Fine Homes LLC - \$4,000.00

Council Discussion led by Chairwoman Ames

BILL NO. 2026-139 Call for Ordinance approving a quit claim deed for the sale of property commonly known as 1000 East 12th Street from the City of Sedalia, Missouri to Mid Mo Fine Homes LLC, a Missouri Limited Liability Company – Mayor Williams

V. OTHER BUSINESS

A. APPOINTMENTS - None

B. LIQUOR LICENSES

New

*DB Investments LLC dba The Venue, 219 South Ohio, Liquor by the Drink & Sunday Sales - \$750.00

Renewals:

*Janice Ulmer dba Sedalia Elks Lodge #125, 320 South Kentucky, Liquor by the Drink & Sunday Sales - \$750.00

*Hunter Bunker dba State Fair Spirits, 1419 South Limit, Retail Sales (22% or less by volume), Sunday Liquor Sales & Tasting Permit - \$487.50

*Minerva Perez-Marin dba El Tapatio LLC, 3000 South Limit, Liquor by the Drink & Sunday Sales - \$750.00

VI. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR

VII. Closed Door Meeting – Motion and Second to move into closed door meeting in the upstairs conference Room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel), 12 (Negotiated Contracts) and 13 (Individually identifiable personnel records) of Section 610.021 RSMo.

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

C. Vote on matters, if necessary (require a Roll Call Vote)

D. Motion and Second with Roll Call Vote to adjourn closed door meeting and return to open meeting

VIII. ADJOURN MEETING

A. Motion and second to adjourn meeting

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<https://teams.microsoft.com/meet/267443422944437?p=m1VU4UmV6eGg8gOm6Y>

Meeting ID: 267 443 422 944 437

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The City Council reserves the right to discuss any other topics that are broached during the course of this meeting.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY THE CITY CLERK'S OFFICE AT 827-3000. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS

POSTED ON OCTOBER 30, 2026, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY'S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Traves Williams, Mayor Pro Tem Tina Bogges &
City Council Members
From: Matthew Wirt, City Administrator
Re: Agenda items for City Council meeting on Monday, November 2nd 6:30 p.m.

Public Hearing-

The City will hold a public hearing on the progress of the CDBG-funded sidewalk project in the area generally bounded by 4th and 6th Streets and Emmett and New York Avenues. Staff will provide an update on the project's status and next steps. The project is moving forward as planned. Residents will have an opportunity to ask questions and offer comments. This hearing is being held as required by the CDBG grant.

Finance/Administration – There are three items for consideration through the Finance/Administration Committee.

1. IMA (City's Health Insurance Broker) will present an overview of the City's 2027 health insurance renewal, the factors driving the expected increase, and the challenges of managing costs while maintaining employee coverage. The projected total annual plan cost is \$2,893,645, up \$391,482 from 2026. The three approaches in the renewal materials keep the projected total plan cost the same but allocate the increase in different relations between employees and the City:
 - Approach 1: Annual employee contributions increase by \$40,990; the City's annual contribution increases by \$350,492.
 - Approach 2: Annual employee contributions increase by \$134,278; the City's annual contribution increases by \$257,203.
 - Approach 3: Annual employee contributions increase by \$175,618; the City's annual contribution increases by \$215,863.

Individual monthly employee rates vary by plan and coverage tier. IMA also estimates that 2% of claimants account for more than 70% of anticipated 2027 spending, concentrating projected costs among a small number of high-cost claims. IMA will discuss the strategies evaluated and the financial and employee impacts of the renewal.

Health insurance is part of the City's overall personnel cost. The increase in the City's share will be considered during next year's budget process and will affect the resources available for other personnel priorities, including compensation adjustments.

2. The ordinance calls for the municipal general election for Tuesday, April 6, 2027, to elect one council member from each of Sedalia's four wards. Candidate filing is scheduled to open December 15, 2026, and close January 5, 2027.
3. At the direction of the City Council, staff has prepared three related items for Council's consideration: a resolution stating the need for a FY2027 budget amendment, an ordinance amending the FY2026-2027 budget to provide up to \$50,000 for additional legal counsel engagement, and an ordinance authorizing a limited-scope special counsel engagement agreement with Curtis, Heinz, Garrett & O'Keefe, P.C.

Public Works Committee – There are three items for consideration through the Public Works Committee.

1. Allstate Consultants will present the scope of the Clarendon Road/Winchester Road Improvements project, a major infrastructure effort involving roadway connections, pedestrian safety, and utility corridors in and around the Missouri State Fairgrounds. The project includes improvements to Clarendon Road and Winchester Road, including a planned connection to the existing roundabout, and infrastructure intended to support future fairgrounds expansion and surrounding development.

The agreement coordinates responsibilities among the City, the State, and the Missouri Department of Agriculture. The Office of Administration will oversee and fund the project, while the City will review plans and, after completion, accept ownership and maintenance responsibilities for specified improvements. The project is designed to improve access and transportation capacity, strengthen utility service, and advance goals in the City's master plan. It also provides infrastructure that can support expanded fairgrounds facilities and year-round activity in the area. Following the presentation, Council will consider the ordinance authorizing the City to enter into the agreement.

2. Sedalia Parks Direct Amy Epple will provide her strategic planning presentation for FY28.
3. A vehicle without insurance struck the Sanitation Building, causing damage that requires repair. Septagon Construction Company submitted the lowest quote of \$16,225 for the work. The repair expense was not included in the adopted FY2027 budget, Council is being asked to approve a budget amendment increasing Sanitation Fund expenditures by that amount and accept the quote. Completing the repairs will restore the building and support continued sanitation operations.

Public Safety Committee – There are two items for consideration through the Public Safety Committee.

1. The Sedalia Police Department has used Flock Safety automated license plate reader (ALPR) cameras since 2024. Its original two-year contract has expired, and the Department is requesting Council authorization to renew it. In response to Governor Kehoe's Executive Order 26-18, the Department has reviewed the contract and its camera-use procedures. The Department reports that they meet the order's requirements:

- **Data retention and ownership:** Routine ALPR data is permanently deleted within 30 days, except when the order allows longer retention for a specific active investigation, lifesaving emergency, or court order. The City retains ownership of its data, and Flock may not use it for non-law-enforcement purposes.
- **Permitted use and technology:** ALPR searches are limited to criminal justice and bona fide lifesaving purposes. The system is not integrated with AI facial recognition.
- **Search records and oversight:** Searches must document the offense type, case number, and reason. Authorized users receive training, and command staff reviews searches weekly.
- **Misuse accountability:** The Department's procedures include auditing and consequences for misuse, consistent with the order's accountability requirements.

These safeguards are intended to keep camera use limited, documented, and subject to oversight while allowing the Department to use ALPR technology for legitimate public-safety purposes. Staff request that Council authorize the contract renewal.

2. The Fire Department is requesting a budget amendment to repair Engine 1, which was damaged when it struck an object while backing into the Central Fire Station. The estimated repair cost, and the full amount of the requested amendment, is \$22,247.48. The City's insurance is expected to reimburse \$17,247.48 after the \$5,000 deductible, leaving the deductible as the City's cost.

Community Development Committee – There are two items for consideration through the Community Development Committee.

1. The City owns a vacant lot at 819 East 15th Street and has received an offer from Mid Mo Fine Homes LLC to purchase the property for \$5,500. Under the agreement, the buyer plans to build a single-family home and maintain the property in compliance with City codes. The sale would be "as is," with title conveyed by quitclaim deed. To support the buyer's commitment, the City would retain an option to repurchase the property for the purchase price if the buyer fails to meet the agreement's construction and maintenance requirements. Council is being asked to approve the sale agreement.
2. The City owns a vacant lot at 1000 East 12th Street and has received an offer from Mid Mo Fine Homes LLC to purchase it for \$4,000. The buyer plans to construct a single-family residence and maintain the property in compliance with City codes. The property would be sold "as is" by quitclaim deed. The agreement also gives the City an option, beginning two years after closing, to repurchase the property for the original purchase price if the buyer fails to meet the construction and maintenance requirements. Council is being asked to approve the sale agreement.



PUBLIC HEARING NUMBER 2

The City of Sedalia will hold a public hearing at 6:30 p.m. prior to the regular Council meeting on Monday, November 2, 2026, in the Council Chambers at City Hall located at 200 S. Osage Ave., Sedalia, MO to discuss the Community Development Block Grant Program (CDBG) for sidewalk replacement and rehabilitation. The specific area for this project extends from E. Fourth St. to E. Sixth St. between S. New York Ave. and S. Emmet Ave. plus one block from S. New York Ave. to S. Center Ave. on E. Sixth St. All interested citizens and groups are encouraged to attend the scheduled hearing.

For more information on the project please contact Elizabeth Nations at 660-827-3000 ext. 1166 or by email at enations@sedalia.com. If you need special accommodations for the public hearing including LEP assistance, please contact Elizabeth Nations by October 28, 2026 at 5:00 p.m. The meeting will be held at an accessible location, and the City will make every effort possible to provide reasonable accommodations.



**CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
OCTOBER 19, 2026**

The City has an on-line broadcast of Council Meetings available both live and recorded by going to **"Microsoft Teams"**.

The Council of the City of Sedalia, Missouri, met on October 19, 2026 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Traves Williams presiding. Mayor Williams called the meeting to order and asked for a moment of legislative prayer followed by the Pledge of Allegiance.

ROLL CALL:

Jack Robinson	Present	David Covington	Present
Cheryl Ames	Present	Bob Cross	Present
Lee Scribner	Present	Spencer Redford	Present
Tina Boggess	Present	Michelle Franklin	Present

SERVICE/SPECIAL/RETIREMENT AWARDS: None

GOOD & WELFARE:

Diane Coyle, 711 N. Osage #118, stated that on October 13th her partner, Beau Williams had a life threatening emergency. VA doctors requested that he go to Bothwell ER for a CT with contrast to make sure he did not have a brain bleed. The entire day the waiting room was packed. Ms. Coyle stated they got to the ER at 12:30 in the afternoon and left at 10:15 at night. The hospital did not treat the issues and gave Mr. Williams pain medication for the headache, not addressing the high blood pressure or anything else. Several other patients who had been there for over eight hours walked out because they did not get to see a doctor. This is something that needs to be brought to Council's attention. Ms. Coyle requested Council hold an election concerning selling Bothwell Hospital since the citizens of Sedalia own the hospital. The hospital has not been run properly for years. Firing the CEO is not the answer to cure all the problems.

Beau Williams, 25484 Hwy 65, stated he has never seen anything like what happened on the evening of October 13th. People in serious distress could not get care and triage was a joke. There was a lot of giggling and laughing in the other rooms. This is a serious issue and Mr. Williams hopes the board will take it seriously and do something productive.

MINUTES: The Council Meeting minutes of October 5, 2026 were approved on motion by Ames, seconded by Boggess. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES:

- The Citizen's Traffic Advisory Commission minutes dated September 16, 2026 were accepted on motion by Scribner, seconded by Robinson. All in favor.
- The Planning and Zoning Commission minutes dated August 5, 2026 were accepted on motion by Robinson, seconded by Scribner. All in favor.

FINANCE / ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairwoman Cheryl Ames

Presentation – Revenue Collection Trends

Finance Director Jessica Pyle reported on Revenue Collection Trends for Fiscal year to date with revenue that has come in from April 1st for Fiscal Year 2027. Reporting on August sales, net and sales use are higher fiscal year to date over \$480,000.00 which is a 4.2% increase. A 3% increase was budgeted and the City is over budget by around \$136,000.00. Franchise Tax is higher around \$100,000.00 due primarily to the electrical tax. Transportation tax is higher due to increases in all categories. Gasoline tax is up 6.4%, vehicle tax is up 3%, vehicle fees are up 5.8%. Property tax payments are down, but most payments come in December and January.

Strategic Planning Presentation – City Clerk’s Office

City Clerk Jason Myers presented a history and overview of the City Clerk’s Office. The office of the City Clerk is one of the oldest positions in Municipal Government with the first Clerk being appointed in 1867. The last four City Clerks have had a total number of years with the City of 142 and a total number of years in the position of City Clerk of 64. The office serves the City Council, all City departments and the public for information. Per State Statute, the Clerk’s Office is charged with safeguarding and keeping all records of the City. The City Clerk administers Oaths of Office. (Elected Officials, Board Members and Department Heads.), is the Custodian of the City Seal and is responsible for Council agendas/minutes for all Council meetings.

Current Services: Information center for the City; Switchboard (as of September 30, 2026 answered 11,857 calls); Incoming/Outgoing mail (worked with Finance Director to consolidate 2 postage machines into 1); open/tabulate bids; Post of meetings and public events to be compliant with Sunshine Law; Clerk is Treasurer of Fire Pension Fund (transferred to Lagers April 1, 2026); Accept filings for elected offices and coordinate election with County Clerk (general elections held in April of every year and Special elections for issues); Maintain databases for various index books (Code of Ordinances, Master Traffic Books, Council Minutes, Scrapbook index of City articles, City Officials/past employees, Elections, Claim History and Bid Summaries); Maintain department inventories and insurance policies (Effective 9-1-2025, Individual insurance policies were consolidated for Liability/Auto, Property and Workers compensation into one policy with Travelers. For the 2026-2027 renewal, total premium increased by 4% while overall rate impact remained below 1%); and maintain certificates of insurance (contracts/leases, airport hangars, employees receiving car allowances, etc).

Statistics (2026 Year-to-date): Ordinances/Resolutions completed and scanned – 143; Agendas and Minutes – 44; Fire Records Requests – 53; General Records Requests – 238; permanent record books – two separate books (minutes and Ordinances/Resolutions) \$700-\$800/book (holds 3-4 years of information)

City Owned Properties For Sale: City Clerk’s Office accepts offers for sale of City-Owned “Land Bank Properties”. Interested parties must submit Buyer(s) name(s), offer amount and planned intention for the lots. Offers are taken to Council for consideration and direction for staff to accept, reject or counter-offer. Once an offer is accepted and agreed upon, Ordinance(s), agreement(s) and deed(s) are taken to a City Council Meeting for formal consideration. The City has 45 Land Bank Properties (90% have a “Dirty” title). To find out what properties are for sale and the area they are located, information is on the City’s website. Once there, you will be able to see the Parcel ID Number, address, zoning and square footage of the lots. For other information on lots, contact the City Clerk’s office

Strategies:

- **Scanning** – Vital part of the City Clerk’s Office; we have scanned majority of records/documentation and continue to scan on regular basis for easy access and document searches.
- **Microfilming** – Per Secretary of State, all permanent records must be microfilmed for preservation; most cost-effective method of retention and only media recognized by the State for preservation of historical records; assists Human Resources filming terminated employee files, employee sick leave files, and employee worker’s compensation files; film General Ledgers and Payroll for Finance Department; Clerk’s office does own prepping/scanning of all documents before sending to Microfilm Company. New Microfilm Reader/Scanner with print interface should be looked at in next 3-5 years. (Current machine 36 years old – can still get parts – but will gradually become obsolete).
- **Code Book** – Code of Ordinances last recodified in 2010 (2 year process that started in 2008). At some point, municipalities recodify to account for legislative changes, identification of newly adopted potential conflicts and for an overall new appearance. It is suggested that recodification occur approximately every 10 years. Regularly coordinate with Civic Plus to keep Code of Ordinances up to date (scan Ordinances/Resolutions to them after passage and approval); Code Supplements received on quarterly basis; Recodification should be looked at within the next 2-3 years.

Goals:

1. Provide a welcoming environment to citizens and visitors whether on the phone or in person;
 2. Accurately record and preserve and safeguard legislative history of the city;
 3. Ensure compliance with established City Policies and State Statutes;
 4. Maximize timely access to City records and information;
 5. Increase automation to streamline services; and
 6. Identify and improve services provided to meet changing needs of citizens.
- The City issued a Request for Proposals for professional auditing services for fiscal years 2027, 2028, and 2029. Five proposals were received Following a review of the proposals, Mauldin & Jenkins submitted the lowest overall bid. The proposed cost for the first year of auditing services is \$56,500, excluding applicable travel and lodging expenses. Staff recommends approval of the proposal from Mauldin & Jenkins for professional auditing services for fiscal years 2027, 2028, and 2029.

BILL NO. 2026-121, ORDINANCE NO. 12507 – AN ORDINANCE AUTHORIZING AN AGREEMENT FOR AUDIT SERVICES was read once by title.

2nd Reading – Motion by Boggess, 2nd by Robinson. All in Favor.

Final Passage – Motion by Boggess, 2nd by Robinson. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted “No”.

- As part of the City's ongoing implementation of the new Enterprise Resource Planning system, additional services are needed from Tyler Technologies to assist with the conversion of customer and invoice information. Data conversion is the process of transferring existing customer and billing information from the City's current software into the new ERP system, ensuring the information is properly formatted and can be accurately accessed and used in the new system. The proposed amendment to the existing agreement with Tyler Technologies provides for these additional conversion services. Staff recommends approval of the amendment to the agreement with Tyler Technologies, Inc., in the amount of \$11,000.

BILL NO. 2026-122, ORDINANCE NO. 12508 – AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE ERP SYSTEM AGREEMENT was read once by title.

2nd Reading – Motion by Boggess, 2nd by Scribner. All in Favor.

Final Passage – Motion by Scribner, 2nd by Robinson. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted “No”.

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairman David Covington

- The City received four bids for the construction of a committal shelter at Crown Hill Cemetery. The proposed shelter would provide a designated location for graveside committal services. The project is being considered in cooperation with a family interested in funding the construction of the shelter. Unfortunately, the bids received exceeded the amount the family was willing to contribute toward the project. As a result, staff recommends reject-ing all bids at this time. Motion by Ames, seconded by Robinson to formally reject bids for Committal Shelter at Crown Hill Cemetery. All in favor.
- The Citizens' Traffic Advisory Commission received a request to establish a two-way stop at the intersection of East 4th Street and South Montgomery Avenue. The Commission considered the request at its September 16, 2026, meeting and voted unanimously (7-0) to recommend denying the request. For final consideration, an ordinance has been prepared for City Council that would authorize the installation of a two-way stop at the intersection. Councilman Robinson stated the Katy Trail comes into town and there are 4-5 cross streets. One of those cross streets does not have stop signs. The riders on the trail are protected on the other three. They should all be protected. People coming into town have no idea what is going on and little kids are riding their bikes on the trail and it should be protected the whole distance.

BILL NO. 2026-123, ORDINANCE NO. 12509 – AN ORDINANCE ESTABLISHING A 2-WAY STOP SIGN AT THE INTERSECTION OF SOUTH MONTGOMERY AVENUE AND EAST 4TH STREET was read once by title.

2nd Reading – Motion by Robinson, 2nd by Boggess. All in Favor.

Final Passage – Motion by Boggess, 2nd by Robinson. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted “No”.

- At its September 16, 2026, meeting, the Citizens' Traffic Advisory Commission considered a request to establish a two-way stop at the intersection of East 4th Street and South Montgomery Avenue to improve safety for those using the Katy Trail. Following discussion, the Commission voted unanimously (7-0) to deny the request for stop signs and instead recommended installing a signed pedestrian crosswalk at the intersection. An ordinance has been prepared for City Council's consideration to establish the crosswalk along the south side of East 4th Street, crossing South Montgomery Avenue, in accordance with the Manual on Uniform Traffic Control Devices standards.

BILL NO. 2026-124 – ESTABLISHING A SIGNED CROSSWALK ALONG THE SOUTH SIDE OF EAST 4TH STREET CROSSING SOUTH MONTGOMERY AVENUE was read once by title.

2nd Reading – Motion by Boggess, 2nd by Ames.

Roll Call Vote: Voting “Yes” was no one. Voting “No” were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. **Bill Failed**

- The Citizens' Traffic Advisory Commission considered a request from Councilman Redford to reduce the speed limit on Brandon Avenue to 15 mph due to concerns about the safety of children in the neighborhood. Prior to the Commission's September 16, 2026, meeting, Councilman Redford clarified that his request was to install a speed limit sign to remind motorists of the existing speed limit rather than reduce it. Following discussion, the Commission voted unanimously (7-0) to deny the proposed speed limit reduction and instead recommended installing a speed limit sign. An ordinance has been prepared for City Council's consideration

authorizing the installation of a 25 mph speed limit sign on Brandon Avenue in accordance with the Manual on Uniform Traffic Control Devices standards.

BILL NO. 2026-125 – AUTHORIZING A REDUCED SPEED LIMIT ON BRANDON AVENUE was read once by title.

2nd Reading – Motion by Boggess, 2nd by Robinson. All in Favor.

Final Passage – Motion by Boggess, 2nd by Covington. All in Favor.

Roll Call Vote: Voting “Yes” was Robinson. Voting “No” were Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. **Bill Failed.**

BILL NO. 2026-126, ORDINANCE NO. 12510 – AN ORDINANCE PLACING A 25MPH SPEED LIMIT SIGN ON BRANDON AVENUE was read once by title.

2nd Reading – Motion by Scribner, 2nd by Ames. All in Favor.

Final Passage – Motion by Scribner, 2nd by Ames. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted “No”.

PUBLIC SAFETY – Chairman Jack Robinson; Vice Chairman Spencer Redford:

- Motion by Scribner, seconded by Ames to approve a records destruction request from the Police Department. All in favor.
- The Sedalia Police Department is requesting authorization to apply for funding through the federal Patrick Leahy Bulletproof Vest Partnership Program, which provides reimbursement of up to 50% of the cost of bulletproof vests purchased for law enforcement officers. In FY2028, seven officers will be due for replacement vests, and an additional five vests are anticipated for new officers. The total estimated cost for the twelve vests is \$15,828, with approximately \$7,920 in federal reimbursement, leaving the City's estimated share at \$7,908.

RESOLUTION NO. 2183 – A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE FY 2026 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT was read once by title and approved on motion by Scribner, seconded by Ames. All in favor.

COMMUNITY DEVELOPMENT – Chairwoman Cheryl Ames; Vice Chairman David Covington

- The final plat for Wooded Hollow, an addition to the City of Sedalia, was presented to the Planning and Zoning Commission for consideration at its October 7, 2026, meeting. Following its review, the Commission voted unanimously (7-0, with three members absent) to recommend approval of the final plat.

BILL NO. 2026-127, ORDINANCE NO. 12511 – AN ORDINANCE APPROVING THE FINAL PLAT FOR WOODED HOLLOW, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI was read once by title.

2nd Reading – Motion by Boggess, 2nd by Robinson. All in Favor.

Final Passage – Motion by Cross, 2nd by Boggess. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted “No”.

- The final plat for Prairie Hollow, an addition to the City of Sedalia, was presented to the Planning and Zoning Commission for consideration at its October 7, 2026, meeting. Following its review, the Commission voted unanimously (7-0, with three members absent) to recommend approval of the final plat.

BILL NO. 2026-128, ORDINANCE NO. 12512 – AN ORDINANCE APPROVING THE FINAL PLAT FOR PRAIRIE HOLLOW, AN ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI was read once by title.

2nd Reading – Motion by Boggess, 2nd by Covington. All in Favor.

Final Passage – Motion by Boggess, 2nd by Ames. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Boggess, Covington, Cross, Redford and Franklin. No one voted “No”. Scribner abstained due to an employment conflict.

- The City received an offer from Irma J. Lopez to purchase City-owned property located at 201 East Broadway Boulevard for \$75,000. The purchaser intends to construct a small retail store at the location. The proposed agreement provides for the property to be sold in its current, as-is condition, with the purchaser responsible for closing costs. The agreement also provides that the City will release any outstanding liens associated with previous property maintenance abatements and forgive any related balances prior to closing. The purchaser will be required to comply with applicable building and property maintenance codes.

BILL NO. 2026-129, ORDINANCE NO. 12513 – AN ORDINANCE APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 201 EAST BROADWAY BOULEVARD FROM THE CITY OF SEDALIA, MISSOURI TO IRMA J. LOPEZ was read once by title.

2nd Reading – Motion by Cross, 2nd by Robinson. All in Favor.

Final Passage – Motion by Cross, 2nd by Covington. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted “No”.

APPOINTMENTS: None

BIDS:

- Annual Audit – September 22, 2026
- Crown Hill Committal Shelter – October 6, 2026

LIQUOR LICENSES:

The following renewal Liquor Licenses were read and approved on motion by Scribner, seconded by Boggess. All in Favor.

*Paul Beykirch dba County Distributing Co. Inc., 1800 Eagleview Drive, Wholesale Beer Only

*Paige Shearer dba The Local Tap, 700 South Ohio, Liquor by the Drink

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilman Scribner stated from 1:00pm-4:00pm on November 7th, the Lion’s Club will have their Annual Eye Mission at 118 N. Lamine for anyone who is needing a pair of glasses.

The meeting adjourned at 7:35 p.m. on motion by Boggess, seconded by Covington to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel), 12 (Negotiated Contracts) and 13(Individually identifiable personnel records) of Section 610.021 RSMo. Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Covington, Cross, Redford and Franklin. No one voted “No”.

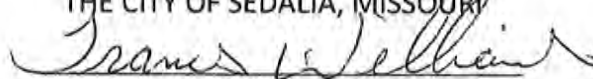
The regular meeting reopened at 9:05 p.m. on motion by Boggess, seconded by Covington.

ROLL CALL:

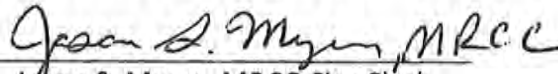
Jack Robinson	Present	David Covington	Present
Cheryl Ames	Present	Bob Cross	Present
Lee Scribner	Present	Spencer Redford	Present
Tina Boggess	Present	Michelle Franklin	Present

Regular meeting adjourned at 9:06 p.m. on motion by Boggess, seconded by Robinson. All in Favor.

THE CITY OF SEDALIA, MISSOURI



Traves Williams, Mayor



Jason S. Myers, MRCC City Clerk

Approach 1

2026 (Current) Medical Plan Year Rates					2027 (Renewal) Medical Plan Year Rates					
2026 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Sedalia Monthly Rate	2027 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	City of Sedalia Monthly Rate
PPO \$3,000	Employee 33	\$794.84	\$47.69	6.0%	\$747.15	PPO \$3,000	Employee 33	\$919.20	\$55.15	\$864.05
	Employee + Spouse 3	\$1,669.15	\$901.34	54.0%	\$767.81		Employee + Spouse 3	\$1,930.30	\$1,042.36	\$887.94
	Employee + Child(ren) 2	\$1,510.18	\$604.07	40.0%	\$906.11		Employee + Child(ren) 2	\$1,746.46	\$698.58	\$1,047.88
	Family 0	\$2,305.03	\$1,521.32	66.0%	\$783.71		Family 0	\$2,665.67	\$1,759.34	\$906.33
	Total Enrolled 38						Total Enrolled 38			
HDHP \$3,400	Employee 141	\$716.55	\$0.00	0.0%	\$716.55	HDHP \$3,500	Employee 141	\$828.66	\$0.00	\$828.66
	Employee + Spouse 4	\$1,645.23	\$625.19	38.0%	\$1,020.04		Employee + Spouse 4	\$1,902.64	\$723.01	\$1,179.63
	Employee + Child(ren) 19	\$1,476.38	\$369.10	25.0%	\$1,107.28		Employee + Child(ren) 19	\$1,707.37	\$426.85	\$1,280.52
	Family 3	\$2,320.65	\$928.26	40.0%	\$1,392.39		Family 3	\$2,683.73	\$1,073.49	\$1,610.24
	Total Enrolled 167						Total Enrolled 167			
PPO \$5,000	Employee 25	\$779.03	\$0.00	0.0%	\$779.03	PPO \$5,000	Employee 25	\$900.91	\$0.00	\$900.91
	Employee + Spouse 1	\$1,635.93	\$588.94	36.0%	\$1,046.99		Employee + Spouse 1	\$1,891.88	\$681.08	\$1,210.80
	Employee + Child(ren) 1	\$1,480.13	\$296.03	20.0%	\$1,184.10		Employee + Child(ren) 1	\$1,711.71	\$342.35	\$1,369.36
	Family 4	\$2,259.16	\$790.70	35.0%	\$1,468.46		Family 4	\$2,612.62	\$914.41	\$1,698.21
	Total Enrolled 31						Total Enrolled 31			
PEPM Composite: 236		\$883.53	\$92.51	10.5%	\$791.02	PEPM Composite: 236		\$1,021.77	\$106.98	\$914.78
Monthly: \$208,514		\$21,832			\$186,681	Monthly: \$241,137		\$25,248		\$215,889
Annual Cost: \$2,502,163		\$261,986			\$2,240,178	Annual Cost: \$2,893,645		\$302,975		\$2,590,670
Annual Change:						Annual Change:		\$391,482	\$40,990	\$350,492
Annual Percent Change:						Annual Percent Change:		15.6%	15.6%	15.6%

EE Contribution Change	ER Contribution Change
EE \$ Increase	ER \$ Increase
% Increase	% Increase
\$7.46	\$116.90
15.6%	15.6%
\$141.02	\$120.13
15.6%	15.6%
\$94.51	\$141.77
15.6%	15.6%
\$238.02	\$122.62
15.6%	15.6%
\$0.00	\$112.11
#DIV/0!	15.6%
\$97.82	\$159.59
15.6%	15.6%
\$57.75	\$173.24
15.6%	15.6%
\$145.23	\$217.85
15.6%	15.6%
\$0.00	\$121.88
#DIV/0!	15.6%
\$92.14	\$163.81
15.6%	15.6%
\$46.32	\$185.26
15.6%	15.6%
\$123.71	\$229.75
15.6%	15.6%
\$14.47	\$123.76
\$3,416	\$29,208
\$40,990	\$350,492

EE Contribution Change		ER Contribution Change	
EE \$ Increase	% Increase	ER \$ Increase	% Increase
\$7.46	15.6%	\$116.90	15.6%
\$141.02	15.6%	\$120.13	15.6%
\$94.51	15.6%	\$141.77	15.6%
\$238.02	15.6%	\$122.62	15.6%
\$0.00	#DIV/0!	\$112.11	15.6%
\$97.82	15.6%	\$159.59	15.6%
\$57.75	15.6%	\$173.24	15.6%
\$145.23	15.6%	\$217.85	15.6%
\$0.00	#DIV/0!	\$121.88	15.6%
\$92.14	15.6%	\$163.81	15.6%
\$46.32	15.6%	\$185.26	15.6%
\$123.71	15.6%	\$229.75	15.6%
\$14.47		\$123.76	
\$3,416		\$29,208	
\$40,990		\$350,492	

Approach 2

2026 (Current) Medical Plan Year Rates						2027 (Renewal) Medical Plan Year Rates					
2026 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Sedalia Monthly Rate	2027 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	City of Sedalia Monthly Rate	
PPO \$3,000	Employee	\$794.84	\$47.69	6.0%	\$747.15	Employee	33	\$919.20	\$200.00	\$719.20	
	Employee + Spouse	\$1,669.15	\$901.34	54.0%	\$767.81	Employee + Spouse	3	\$1,930.30	\$1,274.00	\$656.30	
	Employee + Child(ren)	\$1,510.18	\$604.07	40.0%	\$906.11	Employee + Child(ren)	2	\$1,746.46	\$700.00	\$1,046.46	
	Family	\$2,305.03	\$1,521.32	66.0%	\$783.71	Family	0	\$2,665.67	\$1,800.00	\$865.67	
	Total Enrolled	38				Total Enrolled	38				
HDHP \$3,400	Employee	\$716.55	\$0.00	0.0%	\$716.55	Employee	141	\$828.66	\$30.00	\$798.66	
	Employee + Spouse	\$1,645.23	\$625.19	38.0%	\$1,020.04	Employee + Spouse	4	\$1,902.64	\$725.00	\$1,177.64	
	Employee + Child(ren)	\$1,476.38	\$369.10	25.0%	\$1,107.28	Employee + Child(ren)	19	\$1,707.37	\$370.00	\$1,337.37	
	Family	\$2,320.65	\$928.26	40.0%	\$1,392.39	Family	3	\$2,683.73	\$1,000.00	\$1,683.73	
	Total Enrolled	167				Total Enrolled	167				
PPO \$5,000	Employee	\$779.03	\$0.00	0.0%	\$779.03	Employee	25	\$900.91	\$0.00	\$900.91	
	Employee + Spouse	\$1,635.93	\$588.94	36.0%	\$1,046.99	Employee + Spouse	1	\$1,891.88	\$650.00	\$1,241.88	
	Employee + Child(ren)	\$1,480.13	\$296.03	20.0%	\$1,184.10	Employee + Child(ren)	1	\$1,711.71	\$270.00	\$1,441.71	
	Family	\$2,259.16	\$790.70	35.0%	\$1,468.46	Family	4	\$2,612.62	\$780.00	\$1,832.62	
	Total Enrolled	31				Total Enrolled	31				
PEPM Composite:	236	\$883.53	\$92.51	10.5%	\$791.02	PEPM Composite:	236	\$1,021.77	\$139.92	\$881.84	
	Monthly:	\$208,514	\$21,832		\$186,681	Monthly:		\$241,137	\$33,022	\$208,115	
	Annual Cost:	\$2,502,163	\$261,986		\$2,240,178	Annual Cost:		\$2,893,645	\$396,264	\$2,497,381	
						Annual Change:		\$391,482	\$134,278	\$257,203	
						Annual Percent Change:		15.6%	51.3%	11.5%	

EE Contribution Change	EE \$ Increase	% Increase	ER Contribution Change	ER \$ Increase	% Increase
	\$152.31	319.4%		-\$27.95	-3.7%
	\$372.66	41.3%		-\$111.51	-14.5%
	\$95.93	15.9%		\$140.35	15.5%
	\$278.68	18.3%		\$81.96	10.5%
	\$30.00	#DIV/0!		\$82.11	11.5%
	\$99.81	16.0%		\$157.60	15.5%
	\$0.90	0.2%		\$230.09	20.8%
	\$71.74	7.7%		\$291.34	20.9%
	\$0.00	#DIV/0!		\$121.88	15.6%
	\$61.06	10.4%		\$194.89	18.6%
	-\$26.03	-8.8%		\$257.61	21.8%
	-\$10.70	-1.4%		\$364.16	24.8%
	\$47.41			\$90.82	
	\$11,190			\$21,434	
	\$134,278			\$257,203	

Approach 3

2026 (Current) Medical Plan Year Rates				2027 (Renewal) Medical Plan Year Rates							
2026 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Sedalia Monthly Rate	2027 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	City of Sedalia Monthly Rate	
PPO \$3,000	Employee	\$794.84	\$47.69	6.0%	\$747.15	PPO \$3,000	Employee	\$919.20	\$200.00	\$719.20	
	Employee + Spouse	\$1,669.15	\$901.34	54.0%	\$767.81		Employee + Spouse	3	\$1,930.30	\$1,274.00	\$656.30
	Employee + Child(ren)	\$1,510.18	\$604.07	40.0%	\$906.11		Employee + Child(ren)	2	\$1,746.46	\$700.00	\$1,046.46
	Family	\$2,305.03	\$1,521.32	66.0%	\$783.71		Family	0	\$2,665.67	\$1,800.00	\$865.67
	Total Enrolled	38					Total Enrolled	38			
HDHP \$3,400	Employee	\$716.55	\$0.00	0.0%	\$716.55	HDHP \$3,500	Employee	\$828.66	\$50.00	\$778.66	
	Employee + Spouse	\$1,645.23	\$625.19	38.0%	\$1,020.04		Employee + Spouse	4	\$1,902.64	\$725.00	\$1,177.64
	Employee + Child(ren)	\$1,476.38	\$369.10	25.0%	\$1,107.28		Employee + Child(ren)	19	\$1,707.37	\$370.00	\$1,337.37
	Family	\$2,320.65	\$928.26	40.0%	\$1,392.39		Family	3	\$2,683.73	\$1,000.00	\$1,683.73
	Total Enrolled	167					Total Enrolled	167			
PPO \$5,000	Employee	\$779.03	\$0.00	0.0%	\$779.03	PPO \$5,000	Employee	\$900.91	\$25.00	\$875.91	
	Employee + Spouse	\$1,635.93	\$588.94	36.0%	\$1,046.99		Employee + Spouse	1	\$1,891.88	\$650.00	\$1,241.88
	Employee + Child(ren)	\$1,480.13	\$296.03	20.0%	\$1,184.10		Employee + Child(ren)	1	\$1,711.71	\$270.00	\$1,441.71
	Family	\$2,259.16	\$790.70	35.0%	\$1,468.46		Family	4	\$2,612.62	\$780.00	\$1,832.62
	Total Enrolled	31					Total Enrolled	31			
PEPM Composite:	236	\$483.53	\$92.51	10.5%	\$791.02	PEPM Composite:	236	\$1,021.77	\$154.52	\$867.25	
	Monthly:	\$208,514	\$21,832		\$186,681		Monthly:		\$241,137	\$36,467	\$204,670
	Annual Cost:	\$2,502,163	\$261,986		\$2,240,178		Annual Cost:		\$2,893,645	\$437,604	\$2,456,041
							Annual Change:		\$391,482	\$175,618	\$215,863
Annual Percent Change:						Annual Percent Change:					

EE Contribution Change		ER Contribution Change	
EE \$ Increase	% Increase	ER \$ Increase	% Increase
\$152.31	319.4%	-\$27.95	-3.7%
\$372.66	41.3%	-\$111.51	-14.5%
\$95.93	15.9%	\$140.35	15.5%
\$278.68	18.3%	\$81.96	10.5%
\$50.00	#DIV/0!	\$62.11	8.7%
\$99.81	16.0%	\$157.60	15.5%
\$0.90	0.2%	\$230.09	20.8%
\$71.74	7.7%	\$291.34	20.9%
\$25.00	#DIV/0!	\$96.88	12.4%
\$61.06	10.4%	\$194.89	18.6%
-\$26.03	-8.8%	\$257.61	21.8%
-\$10.70	-1.4%	\$364.16	24.8%
\$62.01		\$76.22	
\$14,635		\$17,989	
\$175,618		\$215,863	

EE Contribution Change		ER Contribution Change	
EE \$ Increase	% Increase	ER \$ Increase	% Increase
\$152.31	319.4%	-\$27.95	-3.7%
\$372.66	41.3%	-\$111.51	-14.5%
\$95.93	15.9%	\$140.35	15.5%
\$278.68	18.3%	\$81.96	10.5%
\$50.00	#DIV/0!	\$62.11	8.7%
\$99.81	16.0%	\$157.60	15.5%
\$0.90	0.2%	\$230.09	20.8%
\$71.74	7.7%	\$291.34	20.9%
\$35.00	#DIV/0!	\$96.88	12.4%
\$61.06	10.4%	\$194.89	18.6%
-\$26.03	-8.8%	\$257.61	21.8%
-\$10.70	-1.4%	\$364.16	24.8%
\$62.01		\$76.22	
\$14,635		\$17,989	
\$175,618		\$215,863	

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE CALLING A GENERAL ELECTION TO BE HELD ON APRIL 6, 2027 FOR THE PURPOSE OF ELECTING ONE COUNCILMAN FROM EACH OF THE FOUR WARDS IN THE CITY OF SEDALIA, MISSOURI.

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

Section 1. A municipal non-partisan general election shall be held on Tuesday, April 6, 2027 in the City of Sedalia, Missouri for the purpose of electing one Councilman from each of the four wards in the City of Sedalia, Missouri.

Section 2. The said municipal general election shall be held in accordance with the laws of the State of Missouri and the Ordinances of the City of Sedalia, Missouri, and the said election shall be conducted by the County Clerk of Pettis County, Missouri. Filing of declarations of candidacy may begin on December 15, 2026 at 8:00 a.m. and will be accepted, thereafter Monday through Friday excluding holidays, from 8:30 a.m. until 5:00 P.M. on January 5, 2027 at the City Clerk's office.

Section 3. At or before 5:00 P.M. on January 26, 2027, the City Clerk shall give notice of the said municipal general election to the County Clerk, including a sample ballot for the said municipal general election duly certifying the candidates at the said election.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage by the City Council and approval by the Mayor.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November, 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC
City Clerk

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2027.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2027 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 12414 on March 16, 2026, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2027 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2027 annual budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SEDALIA, MISSOURI, AS FOLLOWS:**

Section 1. Expenditures from the City's General Fund must be increased by a total of \$50,000.00 above the amount authorized in the adopted annual budget for Fiscal Year 2027. An amendment to increase said budget is necessary for the following facts and reasons:

- A. Special Counsel for limited scope of engagement as described in the Engagement Letter with Curtis, Heinz, Garrett, and O'Keefe, P.C.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on November 2, 2026

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, MRCC City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027
REGARDING LEGAL COUNSEL.**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SEDALIA, MISSOURI** as follows:

Section 1. The 2026-2027 fiscal year budget beginning April 1, 2026 and ending March 31, 2027 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC
City Clerk

Exhibit A
City of Sedalia
FY27 Budget Amendment 11/2/2026 Legal Counsel

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
10-05-230-01 Legal & Accounting	270,000.00	50,000.00	320,000.00	Additional Legal Counsel
Total Expenditure Change		<u>50,000.00</u>		
		<u>(50,000.00)</u>		Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR SPECIAL COUNSEL ENGAGEMENT.

WHEREAS, the City of Sedalia, Missouri, has received a proposal from Curtis, Heinz, Garrett & O'Keefe, P.C., Attorneys At Law for special counsel engagement; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Four Hundred Dollars (\$400.00) per hour for attorneys and the sum and amount of Two Hundred Seventy-five Dollars (\$275.00) per hour for associates for said special counsel engagement as more fully described in the proposal attached to this ordinance and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Council of the City of Sedalia, Missouri, hereby authorizes the agreement by and between the City of Sedalia, Missouri and Curtis, Heinz, Garrett & O'Keefe, P.C., Attorneys At Law as it has been proposed and attached hereto.

Section 2. The City Administrator is hereby authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the agreement in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a copy of the agreement after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC
City Clerk



CURTIS, HEINZ,
GARRETT & O'KEEFE P.C.
ATTORNEYS AT LAW

Kevin M. O'Keefe
Principal
Kokeefe@chgolaw.com

October 26, 2026

Attorney Lindsey Kolisch
Lauber Municipal Law
4031 NE Lakewood Way
Lee's Summit, MO 64064

Via E-Mail: lkolisch@laubermunicipal.com

Re: City of Sedalia, Special Counsel Engagement

Dear Ms. Kolisch:

Thank you for selecting our firm to assist the City of Sedalia. We appreciate the trust you have placed in us. This letter and the enclosed Standard Terms of Representation will describe the basis on which our firm will provide legal services to the City.

Client. As we have discussed, our client in this matter will be the City of Sedalia, Missouri (the "Client"). Unless otherwise provided in this letter or in a separate writing we send you, the City agrees our representation does not give rise to a lawyer-client relationship between our firm and any of the Client's affiliates, or any of the Client's or its affiliates' directors, officers, managers, members, employees, shareholders or owners. Accordingly, our representation of the Client in this matter will not give rise to any conflict of interest on the part of our firm in the event other clients of the firm are adverse to any of the Client's affiliates, or any of the Client's or its affiliates' directors, officers, managers, members, employees, shareholders or unit owners.

Scope of Engagement. We have been engaged to represent the Client solely in connection with providing an investigation into concerns of official misconduct and advice regarding options for actions based on the outcome of that investigation. We have agreed that our engagement is limited to performance of services related to this matter, and our acceptance of this engagement does not involve an undertaking to represent the City or its interests in any other matter.

We may expand the scope of our representation to include pursuing potential remedies based on direction from the Client at a later time.

Fees. The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and business professionals multiplied

by their individual hourly billing rates. Kevin O'Keefe and Stephanie Karr will be the lawyers principally responsible for handling your matter with an hourly rate of \$400, and associates of the firm may be staffed to assist have hourly rates of \$275. Our billing rates are revised at the start of each calendar year and otherwise are subject to change from time to time. As explained in the enclosed Standard Terms of Representation, other factors also may be taken into consideration in determining our fees.

Artificial Intelligence. Artificial Intelligence or AI refers to technology systems capable of performing tasks with varying levels of autonomy, including by interpreting prompts and other data. AI is embedded in software and other programs essential to providing you with our services, including our e-discovery tools, internet search engines, computerized legal research software, and word processing programs. Generative AI refers to a category of artificial intelligence technology designed to create original content, and, in the legal context, Generative AI can be used in the review of documents, drafting documents and patents, conducting research, and other useful activities. You agree that we may use AI, including, where appropriate, Generative AI in performing our services for you, and we agree we will use AI, including Generative AI, in an ethical manner, protecting your confidential information and assuring the accuracy and appropriateness of any Generative AI output.

Standard Terms of Representation. Additional information regarding other important items relevant to our engagement appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter and which you should review carefully.

Please review this letter carefully. If it meets with your approval, please have an authorized person sign the enclosed copy of the letter in the space provided below and return it to so that we may begin work; however, please note your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. Please call me if you have any questions.

Thank you for the opportunity to work with you and to represent Sedalia.

Sincerely,



Kevin M. O'Keefe

AGREED TO AND ACCEPTED:

City of Sedalia, Mo.

By: _____

Title: _____

Date: _____

STANDARD TERMS OF REPRESENTATION

This document sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

The Scope of Our Work

The legal services that we will provide to you are described in our engagement letter. Our representation is limited to performance of the services described in that letter and does not include representation of you or your interests in any other matter.

We may express opinions or beliefs concerning your matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict-of-interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal lawyer contact. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Client Responsibilities

You agree to pay our invoices for services and expenses as provided below. Your obligation to pay for our services and expenses is not contingent on the ultimate outcome of your matter. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. In particular, if your matter involves litigation, you agree to make yourself available to attend trial, hearings, depositions and discovery conferences, and other proceedings, and to commit the appropriate time and sufficient resources to meet your discovery obligations.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

How Fees Will Be Set

The principal basis for computing our fees for the legal services we provide to you will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. In addition, we may also consider (but only in consultation with you) other factors, including the amount of time or value of property involved and the results obtained and time limitations imposed by you or by the circumstances.

The hourly rates of our lawyers and legal assistants are adjusted from time to time, typically as of January 1 of each calendar year, to reflect current levels of legal experience, changes in overhead costs, and other factors. We agree to give you notice of any increase in our hourly rates at least ninety days before the effective date of that rate changes to you. We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis,

document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

Estimates of the fees and costs to be incurred in connection with your matter are estimates only and are inexact by nature. The actual amount of fees and costs incurred in handling a legal matter frequently varies from any estimate given, often due to changes in the scope of the matter or unforeseen circumstances. You agree we are not bound by any estimate or quotation of fees or costs we give unless we expressly agree in writing to be bound by such estimate or quotation.

If your matter involves litigation, once a trial or hearing date is set, we will require you to pay all amounts owed to us and deposit with us the fees we estimate will be incurred in preparing for and completing the trial or arbitration, including our fees and costs as well as any jury or arbitration fees. If you fail to timely pay any additional deposit requested, we will have the right to withdraw from the representation and to cease performing further work.

Costs

We will include on our invoices separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, electronic delivery of court documents and search fees and applicable sales or services taxes. Such expenses may also include filing fees and other outside costs discussed with you. You also agree to pay the charges related to copying or digital reproduction of documents for retention in our files. While our charges for these services are measured by use, they may not, in all instances, reflect our exact out-of-pocket costs. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these services to be provided by third parties with direct billing to you. Were it necessary to hire any third party, such as consultants or experts, with your advance permission, their fees and expenses generally will not be paid by us but will be billed directly to you. You agree to indemnify Curtis Heinz Garrett, Kevin O'Keefe, Stephanie Karr and other personnel of the Firm for any claim made against us from an outside vendor for services rendered in connection with our representation of you.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payments within 30 days of receiving our invoice.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If an invoice remains unpaid within 60 days of its date, we may both suspend performance of our services to you until paid in full, or until you arrange for satisfactory payment terms for outstanding invoices and the payment of future fees and expenses and add a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. You agree to pay all costs of collection of delinquent invoices, including attorneys' fees and expenses, regardless of whether those fees are attributable to Curtis Heinze Garrett and O'Keefe attorneys or outside attorneys engaged for the purpose of collection.

Termination of Representation; Changes in Law

You may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or similar body, we will promptly request such permission, and you agree not to oppose our request.

After the conclusion of our representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after the conclusion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Disposition of Documents; Post-Engagement Changes

Unless previously terminated, our representation of you will terminate upon our sending you our final invoice for services rendered in the matter or matters we are handling for you. Following termination of our services, at your request, your file, including papers and property will be returned to you. Our own files pertaining to the matter will be retained by the firm, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. We may keep paper or digital copies of your file, which may include things such as lawyer notes, memoranda, legal and factual research, investigative reports, and other work product in the file. If you do not request your file after the termination of our services, the file and all documents retained by the firm will be stored in accordance with our records retention program, and you agree we may elect to store files and documents in a paperless format. Unless your file has previously been returned to you or transferred to a new firm, we reserve the right to destroy or otherwise dispose of your file and any documents or other materials retained by us within a reasonable time after the termination of our services, and you agree that unless you have otherwise notified us in writing we will have the right to dispose of such files, documents, or other materials without further notice to you six years after termination of our services unless a different period is required by applicable rule or law.

Consent to Firm's Attorney-Client Privilege

From time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers, which could include conflict of interest issues and even issues raised because of a dispute between the firm and a client over the handling of a matter. If these issues arise, we typically seek the advice of our firm's general counsel office and we consider such consultations to be attorney-client privileged communications between firm personnel and counsel for the firm. We believe it is in our clients' interest, as well as the firm's interest, that in the event legal ethics or other issues arise during a representation, we receive analysis of our obligations, and accordingly, as part of our agreement concerning our representation of you, you agree that we have your consent to consult with our firm's general counsel office or, if we choose, outside counsel, and that the firm is not waiving any attorney-client privilege between firm personnel and such counsel.

Consent to Future Conflicts in Unrelated Matters

Our firm is a relatively large law firm and represents many other companies and individuals. Thus, during the time we are representing you, we may also represent other present or future clients who may be direct competitors of yours, or otherwise may have business interests that are contrary to your interests and such clients may seek to engage this firm in connection with an

actual or potential transaction, or pending or potential litigation, or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to your interests.

Based on the foregoing, you agree that our representation of you in this matter will not unreasonably withhold consent or disqualify our firm from opposing you in other matters, including litigation, which are unrelated to the subject matter of this representation. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning you acquired by us as a result of our representation of you to your material disadvantage in connection with any litigation or other matter in which we are opposed to you. If necessary, we will erect an ethical screen between lawyers working on matters for you and those who would be adverse to you in a future matter.

Corporate Transparency Act

Unless our firm has expressly agreed to advise you on issues relating to the federal Corporate Transparency Act ("CTA") or any similar state statute, we have no obligation to provide advice regarding compliance with, or exemptions from, the CTA or similar state statutes. Unless expressly agreed otherwise, we will not make any initial filings or updated filings required under the CTA or any similar state statute and such filings will be your responsibility.

Disputes

We look forward to a mutually productive relationship with you. If, however, you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately. In particular, we expect you to raise any disagreements about the amount of our fees or the services for which you have been billed within the first thirty days after a bill has been sent to you. We believe that most disputes between attorney and client can be resolved by good faith discussions between the parties and we therefore encourage you to bring such disputes and concerns to our attention as promptly as possible.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR CLARENDON/WINCHESTER ROAD IMPROVEMENTS.

WHEREAS, The City of Sedalia, Missouri, has received an Agreement for Clarendon/Winchester Road Improvements by and between the Office of Administration Division of Facilities Management Design and Construction, Missouri Department of Agriculture and City of Sedalia; and

WHEREAS, the Agreement will allow the Office of Administration, Department of Agriculture, and the City to collaborate on the project, which will provide needed access and utility corridors for the growth of the Missouri State Fair to the West and for the addition of a multi-species stalling and show facility to the East of Parson Avenue and the equine/multi-species stalling facility to the West of Parson Avenue; and

WHEREAS, the Project is a catalyst from allowing the master planning of the entire Missouri State Fair property by the Missouri State Fair Commission and Missouri State Fair Foundation as more fully described in the Agreement attached to this Ordinance and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Agreement for Clarendon/Winchester Road Improvements in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the Agreement in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the Agreement after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

ATTEST:

Traves Williams, Mayor

Jason S. Myers, MRCC
City Clerk

**Acceptance Agreement Regarding the Rerouting of Clarendon Road
/Winchester Road Improvements between the Office of Administration
Division of Facilities Management Design and Construction, Missouri
Department of Agriculture, and the City of Sedalia**

This Acceptance Agreement Regarding Clarendon/Winchester Road Improvements (“Agreement”) is entered into by and among:

1. The Office of Administration-Division of Facilities Management Design and Construction (OA-FMDC); and
2. The Missouri Department of Agriculture (MoDOA); and
3. The City of Sedalia (City).

OA-FMDC, MoDOA, and City may be individually referred to as a “Party” or collectively as “The Parties.”

Whereas, the Project (OA FMDC Project No. F2701-01) represents a public benefit to the State of Missouri, the MoDOA, MSF, and the City in that the Project will make for a generational project to benefit residents of the City of Sedalia; and

Whereas, the Project is a catalyst for the Missouri State Fair (MSF), City, county, and state as a year-round economic development generator and enhanced positive high impact asset for the city, county, region, and state; and

Whereas, the Project will provide much-needed access and utility corridors for the growth of the MSF to the west and, for the addition of the multi-species stalling and stabling show facility to the east of Parson Arena, the equine/multi-species stalling facility to the west of Parson Arena; and

Whereas, the Project will provide much needed transportation capacity and pedestrian safety improvements, utility corridors for the MSF, City, and county, and completion of key goals of the City’s master plan to improve water distribution capacity, electric capacity; transportation assets; and

Whereas, the Project is a key step for allowing the further master planning of the entire MSF property by the MSF Commission and MSF Foundation while completing much needed corridors for the City and county to the south while improving transportation capacity and safety;

Now, therefore, the Parties agree as follows:

1. **Purpose and Scope.** The purpose of this Agreement is to outline the Parties’ roles and responsibilities with regard to the completion of the Project.
2. **Responsibilities of OA-FMDC.** OA-FMDC will design the Project, acquire the necessary right of way and utility easements, bid the Project, fund the Project, administer the state funding and Project contracts, manage the in-field quality assurance and quality

control requirements, and monitor acceptance and compliance per the bid plans. OA-FMDC will discuss the final bids and award options with the City and will seek to complete as much of the Project as possible with the funding in place. Nothing in this Agreement shall bind the City to provide funding for the Project. OA-FMDC will coordinate with the State Fair Community College (SFCC) on full dedication of all rights-of-way and utility easements to the City, including for the 8" and 10" PVC water mains and fire hydrants as requested by City and shown in the plans. OA-FMDC will work with the City to coordinate a right of use agreement to be agreed upon by the SFCC and the City for the 12'-0 wide x 13'-0 height livestock and small equipment "underpass" culvert which will be owned and structurally maintained by the City. SFCC allowed to use the livestock and small equipment culvert in accordance with the terms of the right of use agreement. OA-FMDC will work with the City to execute the necessary agreements with SFCC for all right of way dedications, or assignments, and to collaborate to fully complete the Project as budget allows. Reasonable efforts will be made to minimize road closure and delays at the north and south ends of the Clarendon Road tie ins. OA-FMDC will require that the City is notified of proposed road closure by the Project contractor, as such closures require traffic control and notification to the public in advance of the roadway closure and modifications. OA-FMDC will make all possible efforts to award all the alternates that the budget will allow and report those results to the City following the bid letting.

3. **Responsibilities of MSF.** MSF will own, operate, and manage the southernmost roadway known as the "Trail Road" following completion of the Project. MSF will continue to collaborate and coordinate year-round event scheduling, while communicating regarding the master planning process in efforts to increase revenue generation from the MSF fairground and its facilities.
4. **Responsibilities of the City of Sedalia.** In accordance with City Code and State laws and approval of the City Council, as may be necessary, the City of Sedalia will vacate and/or quitclaim or release current and past "old" Clarendon Road rights, as well as remove the current portions of Clarendon Road being vacated by the City from the City's maintenance schedule upon completion of the new roadways as part of the assignments and succession of ownership. Upon approval of the City Council, the City will accept the new right of ways, easements, and Project improvements once they have been completed in compliance with the Project plans and City Code. Upon approval of the City Council when required by City Code, the City will approve the plans for the Project including but not limited to accept ownership and operation responsibilities for the roads, sidewalks, culverts, water lines, storm water lines, as well as easements. Nothing in this Agreement shall require the City to accept ownership and operation if the Project does not meet Project Plans and City Code. The City will continue to coordinate mowing, and access

with the MSF. The City will assist, as legally allowed to, in obtaining a MoDOT permit for the extension of the Winchester Road connection to the existing roundabout while the Project is pursuing a MoDOT permit for this connection, which may include a letter of support. The City will collaborate with MSF, OA-FMDC, State of Missouri, and Pettis County on potential local, county, and future state and federal funding opportunities to continue to expand the MSF and continue to support the master planning and growth of the MSF fairgrounds facilities and its growth to continue to bring continued growth and economic impacts to the City. This Agreement shall not bind the City to providing funding for such purposes.

5. **Sovereign Immunity and Statutory Protections.** Nothing in this Agreement should be considered a waiver of sovereign under Section 537.600, RSMo. or the Missouri Constitution,
6. **Choice of Law.** This Agreement will be construed in accordance with the laws of the State of Missouri. Any suit arising out of the terms of this Agreement will be brought in the circuit court of Pettis County, Missouri.
7. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.
8. **Term and Termination.** This Agreement takes effect upon the last signature affixed hereto and shall remain in effect until completion of the Project. The maintenance responsibilities of the Parties shall survive termination of this Agreement.
9. **Entire Agreement.** This Agreement represents the complete and entire agreement among the Parties concerning the subject matter and supersedes all prior communications, oral discussions, or draft proposals.

Remainder of page intentionally left blank. Signature page follows.

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2027.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2027 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 12414 on March 16, 2026, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2027 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2027 annual budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SEDALIA, MISSOURI, AS FOLLOWS:**

Section 1. Expenditures from the City's Sanitation Fund must be increased by a total of \$16,225.00 above the amount authorized in the adopted annual budget for Fiscal Year 2027. An amendment to increase said budget is necessary for the following facts and reasons:

A. Building repairs.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on November 2, 2026

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, MRCC
City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027
REGARDING SANITATION BUILDING REPAIRS.**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SEDALIA, MISSOURI** as follows:

Section 1. The 2026-2027 fiscal year budget beginning April 1, 2026 and ending March 31, 2027 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC
City Clerk

Exhibit A
City of Sedalia
FY27 Budget Amendment 11/2/2026 Building Repairs

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
65-51-353-00 Buildings	35,000.00	16,225.00	51,225.00	Building Repairs
Total Expenditure Change		<u>16,225.00</u>		
		<u>(16,225.00)</u>		Net Increase (Decrease) in Projected Fund Balance

To: Matthew Wirt, City Administrator
From: Justin Bray, Public Works Operations Director
Date: October 28, 2026
Subject: Sanitation Barn repairs

The Public Works Operations Department requests City Council approval of a budget amendment in the amount of **\$16,225.00** to fund necessary building column repairs by Septagon Construction Company.

Background

The building sustained damage as a result of a vehicle accident, requiring repairs to the affected column and surrounding building components. The repairs are necessary to restore the damaged area and maintain the structural integrity and functionality of the facility.

Septagon Construction Company submitted a proposal dated September 29, 2026, in the amount of \$16,225.00 to complete the repairs.

The proposed work includes:

- Removal of damaged panels and installation of temporary column supports.
- Removal and replacement of the damaged column member, including welding, new anchor bolts, and a base channel.
- Installation of new interior panels.
- Installation of new exterior panels color-matched to the existing building.
- Installation of color-matched downspouts connected to the controlled drainage pipe.

Recommendation

The Public Works Operations Department recommends that the City Council approve a budget amendment in the amount of \$16,225.00 to fund the necessary repairs resulting from the vehicle accident and authorize the use of Septagon Construction Company to complete the work, subject to applicable City purchasing procedures.

Requested Council Action

Approve a budget amendment of \$16,225.00 for the Public Works Operations Department to fund the column and building repairs proposed by Septagon Construction Company.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR SANITATION BUILDING REPAIRS.

WHEREAS, The City of Sedalia, Missouri, has received a quote from Septagon Construction Company for Sanitation Building repairs; and

WHEREAS, under the terms of the quote, the City of Sedalia shall pay the sum and amount of Sixteen Thousand Two Hundred Twenty-five Dollars (16,225.00) to Septagon Construction Company for said repairs as more fully described in the quote attached to this Ordinance and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the quote from Septagon Construction Company in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the quote in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the quote after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

ATTEST:

Traves Williams, Mayor

Jason S. Myers, MRCC City Clerk



SEPTAGON CONSTRUCTION

9/29/2026

City of Sedalia
Doug Roberts
200 S. Osage Ave.
Sedalia, MO 65301

RE: Column Repair

Septagon Construction Company is pleased to present our proposal. The following is our projected solution based on our discussion and understanding of your project.

- Remove all damaged panels, install temp. column supports & remove damaged column member
- Fit and weld new column member into place, install new anchor bolts and base channel
- Install new interior panels (Will be white, painting will change proposal cost)
- Install new exterior panels (Will be color matched to existing panels, old panels may not match exactly due to sun fading)
- Install color matched downspouts to controlled drainage pipe

Total: _____ **\$16,225.00**

Sincerely,

Bay Pruitt
Assistant Services Manager
Septagon Construction Company

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A MASTER SERVICES AGREEMENT FOR FLOCK CAMERAS AND HARDWARE FOR THE SEDALIA POLICE DEPARTMENT.

WHEREAS, The City of Sedalia, Missouri, has received a Master Services Agreement from Flock Group, Inc. for Flock cameras and hardware for the Sedalia Police Department; and

WHEREAS, under the terms of the Agreement, the City of Sedalia shall pay various sums and amounts to Flock Group, Inc. for said equipment as more fully described in the Agreement attached to this Ordinance and incorporated by reference herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, as follows:

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Agreement from Flock Group, Inc. in substantively the same form and content as it has been proposed.

Section 2. The Mayor, City Administrator or Police Chief are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the Agreement in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the Agreement after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

ATTEST:

Traves Williams, Mayor

Jason S. Myers, MRCC, City Clerk



Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Matthew Wirt

From : Chief David Woolery

Date : May 27th, 2026

Ref : Council Authorization to enter into contract with FLOCK

The Sedalia Police Department has utilized FLOCK License Plate Reading technology since 2024. Our 2 year contract has expired and due for renewal. Earlier this year Governor Kehoe signed Executive Order 26-18 which sets limits on how Missouri agencies can use Automated License Plate Reader technology, balancing public safety needs with citizen privacy rights. Our FLOCK contract meets all of these requirements which are listed below.

1. FLOCK certifies that all captured license plate reader imagery will be permanently deleted after 30 days.
2. All third-party vendors and ALPR contractors are strictly prohibited from accessing, acquiring, selling, sharing, commercializing, or leveraging Missouri generated data for any non-law enforcement purpose.
3. No artificial intelligence facial recognition capabilities or software with ALPR systems to automatically screen faces of individuals by ALPR technology.
4. Auditing and misuse penalties.

The Sedalia Police Department has always required officers authorized to search ALPR data to be trained prior to having access. Every inquiry must include an Offense Type, Case Number and Reason for search. All ALPR searches are audited weekly by Command Staff and confirmed to be active investigations. Staff recommends approving the contract.

Master Services Agreement

This Master Services Agreement (this "**Master Services Agreement**") is entered into by and between Flock Group Inc, with a place of business at 3284 Northside Pkwy NW, Suite 150, Atlanta, GA 30327 ("**Flock**"), and the entity identified in the signature block ("**Customer**") (each a "**Party**," and together, the "**Parties**"). The Agreement is effective as a binding agreement between the Parties as of the Effective Date.

1. DEFINITIONS

- 1.1. "**Agreement**" means this Master Services Agreement, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, the InfoSec Addendum, the State Specific Terms, the Product Specific Terms, the Third Party Terms, and each Order Form, each of which is incorporated by reference.
- 1.2. "**Applicable Law**" means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party's performance of its obligations under this Agreement.
- 1.3. "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer in its exercise of reasonable discretion relating to the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.
- 1.4. "**Confidential Information**" means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. With respect to Customer, Confidential Information includes Customer Data. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party's possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.
- 1.5. "**Customer Data**" means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (e.g., images, audio, and/or video) and metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the Flock Services by third parties at Customer's direction.

- 1.6. **"Customer Hardware"** means the third-party hardware owned or otherwise provided by Customer, and any other physical elements that interact with the Flock Software to provide the Flock Services.
- 1.7. **"Customer Implementation Guide"** means the terms and conditions related to implementation located at <https://www.flocksafety.com/implementation-guide>.
- 1.8. **"Effective Date"** means the date this Master Services Agreement is executed by both Parties.
- 1.9. **"Feedback"** means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.
- 1.10. **"Flock Hardware"** means all Flock device(s) and physical elements provided by Flock in connection with the Flock Services.
- 1.11. **"Flock Property"** means the Flock Services, the Flock Software, Flock Hardware, the Web Interface, Flock's Confidential Information, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including Flock's technology, patents, trade secrets, trademarks, proprietary methods, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock Property also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of Flock Property.
- 1.12. **"Flock Services"** means the services provided by Flock under the Agreement as set forth in the applicable Order Form, including access to and use of the Web Interface by Customer and the provision of Flock Software and Flock Hardware.
- 1.13. **"Flock Software"** means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; and (b) the software functionality of the Web Interface that enables system access and use.
- 1.14. **"Force Majeure Event"** means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.
- 1.15. **"InfoSec Addendum"** means the Customer Information Security Addendum located at <https://www.flocksafety.com/legal>.
- 1.16. **"Order Form"** means any Flock Order Form entered into by the Parties on the date hereof or following the Effective Date and incorporated herein by reference. Each Order Form will describe the Flock Services to be performed and the period for performance.
- 1.17. **"Permitted Purpose"** means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.
- 1.18. **"Product Specific Terms"** means the product-specific terms and conditions related to the Flock Services utilized by Customer located at <https://www.flocksafety.com/legal>.

- 1.19. **"Reinstall Fee Schedule"** means the fee schedule set forth at <https://www.flocksafety.com/reinstall-fee-schedule>.
- 1.20. **"Retention Period"** means the time period that footage captured by the Flock Hardware or Customer Hardware via the Flock Services and the associated metadata is stored by Flock, as specified in the applicable Order Form.
- 1.21. **"State Specific Terms"** means the state-required terms located at <https://www.flocksafety.com/legal> applicable to Customers located in the state(s) set forth therein. Terms specific to Missouri Executive Order 26-18 are also in Section 11 of this Master Services Agreement.
- 1.22. **"Third Party Items"** means the third party products and services accessible to Customer through the Flock Services.
- 1.23. **"Third Party Terms"** means the pass-through terms and conditions set forth at <https://www.flocksafety.com/legal> applicable to Customer's access to and use of certain Third Party Items.
- 1.24. **"Web Interface"** means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.

2. ACCESS AND USE

- 2.1. **Provision of Access.** Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.
- 2.2. **Authorized End Users.** Authorized End Users (i) agree to provide Flock with accurate, complete, and updated registration information; (ii) may not select as their User ID a name that they do not have the right to use, or any other name with the intent of impersonation; (iii) shall not share their account username or password information and must protect the security of the username and password; and (iv) shall only use Customer-issued email addresses for the creation of their User ID. Customer and Authorized End Users may not transfer their account to anyone else without Flock's prior written permission. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User's compliance with the terms of the Agreement and Applicable Law. Customer shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the Agreement; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Customer is responsible for any

use of data, information, or services obtained through the Flock Services by Authorized End Users.

- 2.3. Access and Use Restrictions.** Except as expressly permitted under the Agreement, Customer and its Authorized End Users shall not: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) resell, rent, license, lease, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead, harass, stalk, or otherwise impose upon or violate the legal rights of any person; or (f) otherwise use Flock Property, except as specifically permitted under the Agreement. Use of or access to Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, entitling Flock to injunctive relief to prevent such violation. In the event of a reasonably suspected violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "**Service Suspension**"). Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

- 3.1. Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone, or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").
- 3.2. Service Disruptions.** Access to the Web Interface may be disrupted in the event that: (a) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by Applicable Law; (b) any third-party services required for Flock's provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d) there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance ("**Service Disruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Web Interface as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer or its Authorized End Users' direct actions or omissions, the

term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer's sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

- 3.3. **Product Specific Terms.** The Parties will comply with their obligations set forth in the Product Specific Terms applicable to the Flock Services utilized by Customer.
- 3.4. **Third Party Items.** As applicable in connection with the Flock Services, Flock hereby grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable, non-licensable right to access and use the Third Party Items through the Flock Services during the term of this Agreement. Flock may modify the Third Party Terms in the event Flock adds or replaces Third Party Items or as required in connection with changes to the applicable third party agreements for the Third Party Items. The Third Party Items will not be deemed part of Flock Property.

4. DATA USE AND LICENSING

- 4.1. **Customer Data.** As between Flock and Customer, all right, title, and interest in and to Customer Data belong to and are retained by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock's products and services. For the avoidance of doubt, Flock shall not sell Customer Data. Any sharing by Flock of Customer Data that is not (i) specifically permitted by this Agreement, or (ii) separately directed and/or authorized by Customer, shall constitute a prima facie breach of this Agreement, and Customer shall be entitled to all remedies available to it under this Agreement and the law. Customer Data will be available for Authorized End Users to access and download via the Web Interface during the applicable Retention Period. Flock is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. To the extent any Customer Data constitutes personal data or personal information (as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and the privacy policy set forth at <https://www.flocksafety.com/legal/privacy-policy>. Flock will comply with its obligations under the InfoSec Addendum.
- 4.2. **Flock Property.** Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

5. CONFIDENTIALITY. Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure; and provided further that it is responsible for all acts and omissions of any such recipient in violation of this Section 5); or (d) as required by law, including in response to any valid legal process, provided that receiving Party shall, to the extent permissible, give the disclosing Party reasonable prior notice of such disclosure. Any violation of this Section 5 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation. Upon termination of this Agreement, at Customer's request, all Confidential Information will be deleted within 90 days. Flock will not be required to delete any data which it is obligated to retain pursuant to an applicable legal obligation or policy (e.g., inter-agency audit log integrity or metadata held for evidentiary authentication), provided that Flock shall ensure the confidentiality of such Confidential Information for so long as it is retained.

6. PAYMENT OF FEES

6.1. Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices thirty (30) days from the date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of the Flock Services until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Customer shall direct all queries regarding billing or payment concerns to support@flocksafety.com. Flock may impose a late fee equal to the lesser of (a) 1.5%, or (b) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond ten (10) days, but this charge will not waive or extend any obligation of Customer to make payments when due.

6.2. Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the term of the applicable Order Form. Any such changes to fees shall only impact subsequent renewal terms.

6.3. Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate

amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient, valid tax exemption certificate authorized by the appropriate taxing authority. Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1. Term. This Master Services Agreement will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein.

7.2. Termination. Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within thirty (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under this Master Services Agreement. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.

7.3. Survival. The following Sections will survive termination: 1, 4, 5, 6, 7, 8.5, 9, and 11.

7.4. Payment Upon Termination. Upon termination of the Agreement or any Order Form for any reason, Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. Manufacturer Defect. Upon a malfunction or failure of Flock Hardware (a “*Defect*”), Customer must notify Flock’s technical support team. Flock shall conduct an inspection or test any Customer-reported Defect within seven (7) business days of notification, and

Flock shall use commercially reasonable efforts to repair or replace, in Flock's sole discretion, the defective Flock Hardware at no additional cost to Customer.

- 8.2. Flock Representations and Warranties.** Flock represents and warrants to Customer that (a) the Flock Services, when used in accordance with the Agreement and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Flock makes no warranty to the extent such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment not provided by Flock, where such infringement would have been avoided absent such combination, or (ii) any breach of the Agreement by, or any negligent or other wrongful act or omission of, Customer or any party acting on Customer's behalf; (b) Flock's personnel will perform the Flock Services in a professional and workmanlike manner, consistent with generally accepted industry standards; and (c) Flock's personnel performing the Flock Services will be appropriately trained for their assigned roles and will perform the Flock Services in all material respects in accordance with prevailing industry standards.
- 8.3. Customer Representations and Warranty.** Customer represents and warrants to Flock that (a) Customer shall access and use the Flock Services only in compliance with the Agreement, the Permitted Purpose, and Applicable Law; (b) Customer has all rights, permissions, and authorizations necessary to provide Customer Data to Flock and to direct Flock to collect, use, and otherwise handle Customer Data as contemplated by the Agreement; and (c) Customer will obtain and maintain any notices, signage, or consents required in connection with Customer's deployment, configuration, access to, sharing of, and use of the Flock Services and Customer Data.
- 8.4. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of the Agreement is not in violation of such Party's bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.
- 8.5. Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6. Insurance. Flock will maintain the insurance policies set forth on Exhibit A attached hereto.

- 9. LIMITATION OF LIABILITY.** FLOCK'S CUMULATIVE, AGGREGATE LIABILITY IN CONNECTION WITH, OR ARISING IN ANY WAY OR IN ANY DEGREE FROM, THE AGREEMENT, FROM THE FLOCK SERVICES, OR OTHERWISE FROM THE ACTS OR OMISSIONS OF FLOCK WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FLOCK IN THE TWELVE (12) MONTHS BEFORE SUCH CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; ADDITIONAL OVERHEAD AND PAYROLL; LOST PROFITS OR BUSINESS OPPORTUNITIES; LOSS OF DATA; OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable.

10. FLOCK HARDWARE (APPLICABLE ONLY WHERE CUSTOMER HAS LICENSED FLOCK HARDWARE)

10.1. Flock Hardware. Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock Hardware. In the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Customer shall not perform any acts which would interfere with Flock's retention of title to the Flock Hardware. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default, and Flock shall have the right to enforce any other legal remedy or right.

10.2. Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan associated with each Order Form (each, a "**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.

- 10.3. Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary rights and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.
- 10.4. Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee as set forth in the Reinstall Fee Schedule. In the event Customer chooses not to replace lost, stolen, or damaged Flock Hardware, Flock shall not be liable for any resulting impact to the Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
- 10.5. Hazardous Conditions.** Flock Services do not contemplate hazardous materials or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under the Agreement, Flock shall have the right to cease work immediately.

11. TERMS PURSUANT TO EXECUTIVE ORDER 26-18

- 11.1. Pursuant to Executive Order 26-18 and the subsequently issued best practices, the following terms are applicable to law enforcement customers located in Missouri:
- 11.1.1. Flock certifies that all captured license plate reader imagery will be permanently deleted within a 30-day timeframe. Flock shall not retain any data obtained under this Agreement beyond this authorized retention period.
 - 11.1.2. Notwithstanding the Retention Period specified in the Flock LPR Order Form between the Parties, the Retention Period for automated license plate reader imagery is 30 days, or such shorter period as Customer has requested, unless such data is preserved for evidentiary purposes by Customer.
 - 11.1.3. All data, metadata, and imagery captured by automated license plate reader systems of a Missouri government agency or local law enforcement customer that receives state funding and utilizes automated license plate reader technology shall remain the sole and exclusive property of that agency. Flock shall not access, acquire, sell, share, commercialize, or leverage this data for any non-law enforcement purpose, including but not limited to data mining, profiling, or unrelated analytics. Flock shall access this data only as needed to provide the Flock services to Customer.
 - 11.1.4. Flock shall not integrate artificial intelligence facial recognition capabilities or software with its automated license plate readers.

12. MISCELLANEOUS

- 12.1. Severability.** If any provision of the Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.
- 12.2. Assignment.** Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 11.2 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.
- 12.3. Entire Agreement.** The Agreement constitutes the entire agreement between the Parties relating to the Flock Services and supersedes all prior agreements, understandings, and representations relating to the Flock Services. No waiver or modification to the Agreement will be effective or binding unless signed by Customer and a duly authorized representative of Flock, except as otherwise provided herein. None of Customer's purchase orders, questionnaires, portal terms and conditions, authorizations, or similar documents will alter the terms of the Agreement or be binding upon Flock, and any such terms are expressly rejected. Any mutually agreed purchase order is subject to the terms of the Agreement. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
- 12.4. Relationship.** The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.
- 12.5. Governing Law; Dispute Resolution.** The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a "**Dispute**") shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State of Missouri, without regard to its conflicts of laws principles. If any Dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle such

Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation. The Federal District Court of the Western District of Missouri will be the exclusive venue for any resolution of any Dispute. If the Federal District Court of the Western District of Missouri does not have subject matter jurisdiction, the Circuit Court of Pettis County shall be the exclusive venue for any resolution of any Dispute. The Parties hereby submit to and consent irrevocably to the jurisdiction of such court for these purposes. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

- 12.6. Publicity.** Flock will obtain Customer's consent before using Customer's name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer's consent.
- 12.7. Feedback.** Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.
- 12.8. Export.** Customer may not remove or export from the United States or allow the export or re-export of Flock Property or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("**FAR**"), section 2.101, the Flock Services, Flock Hardware, and documentation are "commercial items" according to the Department of Defense Federal Acquisition Regulation ("**DFAR**") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.
- 12.9. Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
- 12.10. Conflict.** To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, the Parties may mutually agree in a signed Order Form to certain special terms applicable to such Order Form ("**Special Terms**"). To the extent of any conflict or inconsistency between or among the terms of

this Master Services Agreement, the terms of any Order Form (excluding Special Terms), or the Special Terms themselves, the order of priority (from highest to lowest) in which the respective documents will govern to the extent of such conflict or inconsistency shall be as follows: (i) the Special Terms; (ii) this Master Services Agreement; and (iii) the Order Form (excluding Special Terms).

- 12.11. Notices.** All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.
- 12.12. Non-Appropriation.** All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination.
- 12.13. Construction.** When used in the Agreement, "including" means "including without limitation."
- 12.14. Force Majeure.**
- 12.14.1.** If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section 11.14.2.
- 12.14.2.** During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.
- 12.15. Third Parties.** Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.
- 12.16. Waivers.** No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.
- 12.17. Execution.** In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be executed in counterparts and exchanged by electronic means, each

of which shall be deemed an original, and both of which together constitute only one agreement between the Parties.

Each Party is signing the Agreement on the date stated below that Party's signature.

FLOCK GROUP INC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: []

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
INSURANCE

1. **Required Coverage.** Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees, or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (a) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (b) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.
2. **Types and Amounts Required.** Flock shall maintain the following insurance coverage for the duration of the Agreement:
 - (a) **Commercial General Liability** insurance written on an occurrence basis with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, liability assumed under an insured contract, independent contractors, broad-form property damage, and product and completed operations coverage;
 - (b) **Workers Compensation** insurance in accordance with statutory limits;
 - (c) **Professional Liability/Errors and Omissions** insurance with limits of Five Million Dollars (\$5,000,000) each claim and in the aggregate;
 - (d) **Commercial Automobile Liability** insurance with a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
 - (e) **Cyber Liability** insurance written on a per claim basis with limits of Five Million Dollars (\$5,000,000).

Reinstall Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email support@flocksafety.com

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | \$1,000
- Standard Install | \$1,000
- Advanced Install | \$1,250

Camera Relocations

- LPR camera relocation, existing pole | \$350
- LPR camera relocation, Flock pole | \$750
- LPR camera relocation, advanced pole | \$5,000
- Video camera relocation, existing pole | \$750
- Video camera relocation, existing pole, and AC hookup by Flock | \$1,500

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **\$800 OR \$0 with Camera Protection Plan**
- Flock pole replacement as a result of vandalism, theft, or damage | **\$500 OR \$0 with Camera Protection Plan**
- Advanced pole replacement as a result of vandalism, theft, or damage | **\$5,000**
- Technician visit for any other reason not listed above | **\$350**
- Solar panel replacement as a result of vandalism, theft, or damage | **\$350 OR \$0 with Camera Protection Plan**

Flock Safety Flex™ LPR Replacements

- Replacement Camera | **\$800**
- Replacement Battery | **\$750**
- Replacement Solar Panel | **\$500**
- Replacement DC Power Kit | **\$150**
- Replacement AC Power Kit | **\$150**
- Replacement Cable(s) | **\$50**

For reinstall fees for Flock products and services not listed herein, contact your Flock Customer Success Manager.

Company	Newsroom	Support
Privacy & Trust	Press	FAQs
Pricing		Contact
Careers		Call Us: 1-866-901-1781
Legal		Developer Portal
Suppliers		Accessibility Statement
		Accessibility Plan
		Sign In



Implementation Guide

Implementation Timeline

Solar-Powered Devices

This timeline provides general guidance and understanding of your implementation process. Depending on project SLA, delays can occur as noted in the timeline below.

1. Customer confirms device locations
2. Customer approves deployment plan and signs contract
3. Flock gets permits (if needed)
 1. *Occasionally customers are required to get permits. If this is the case, your Project Manager will reach out.*
4. Flock completes site survey of proposed location
5. Flock completes Call 811 process to confirm location viability
 1. *Occasionally locations don't meet Flock's standards. If this is the case, a new location will be proposed and require customer approval.*
6. Installation is scheduled
7. Devices are installed
8. Devices are live

AC-Powered Devices (Customer Responsible)

In cases where it is the customer's responsibility to provide AC power for Flock devices, the customer is responsible for acquiring an electrician and ensuring they connect the device to power. The following timeline provides general guidance and understanding of your implementation process. Depending on project SLA, delays can occur as noted in the timeline below.

1. Customer confirms device locations
2. Customer acquires an electric quote from a licensed electrician to run 120V AC power to the device
3. Customer approves deployment plan and signs contract
4. Flock gets permits (if needed)
 1. *Occasionally customers are required to get permits. If this is the case, your Project Manager will reach out.*
5. Flock completes site survey of proposed location
6. Flock completes Call 811 process to confirm location viability
 1. *Occasionally locations don't meet Flock's standards. If this is the case, a new location will be proposed and require customer approval.*
7. Installation is scheduled
8. Devices are installed
9. Customer notifies electrician that devices are ready for the power connection installation
10. Devices are live

FAQs about AC-Powered Flock Devices (Customer Responsible)

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's device and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the device indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the device location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the device, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit? You should share the [AC-Power Kit Details packet](#) with the electrician if they have questions.

Third Party Involvement

On some occasions, third parties outside of Flock may be (or need to be) involved in your implementation. Examples of those third parties include:

Electrician / Street Department

If the Flock devices need to AC power provided by the customer, the customer is responsible for providing an electrician to ensure power connectivity

Public Works

To weigh in on the use of public Rights of Way or property

Department of Transportation, City, or County agencies

If installation in your area requires permitting

Implementation Service Briefs

Existing Infrastructure Implementation Service

In Scope

Once designated locations are approved by the customer, as part of the Existing Infrastructure Implementation Service Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Devices need sufficient power. Since a solar panel is required per device, it can prevent adequate solar power if two devices and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one device can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of device and solar panel or AC adapter box on a suitable existing pole
 - Types of existing infrastructure such as existing utility, light, and traffic signal poles.
 - Pole no higher than 8'-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our electrical wiring requirements. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of device location

Out Of Scope

By default, Flock does not include the following as part of the Existing Infrastructure Implementation Service but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade Flock breakaway pole
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/ connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset/ infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Installation

In Scope

Once designated locations are approved by the customer, as part of the Standard Implementation Service Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of device and solar panel with standard, 12' above grade Flock breakaway pole
 - Installation of device and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of device location

Out Of Scope

By default, Flock does not include the following as part of the Standard Implementation

Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset/ infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Installation

In Scope

Once Designated Locations are confirmed, as part of the Advanced Implementation Service, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of device and solar panel on a suitable NCHRP 350 or MASH approved pole.
 - Installation of device and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements. Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of device location

Out Of Scope

By default, Flock does not include the following as part of the Advanced

Implementation Service but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Fee Schedule

After a deployment plan with devices has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee, which can be found at <https://www.flocksafety.com/reinstall-fee-schedule>

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Replacements in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy: <https://www.flocksafety.com/reinstall-fee-schedule>
- Miscellaneous billables for out of scope items for each implementation

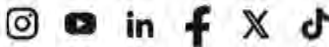
Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. The Help Center can be found here: <https://help.flocksafety.com>

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com.

Company	Newsroom	Support
Privacy & Trust	Press	FAQs
Pricing		Contact
Careers		Call Us: 1-866-901-1781
Legal		Developer Portal
Suppliers		Accessibility Statement
		Accessibility Plan
		Sign In



- Agreements and Policies
 - Terms and Conditions
 - Privacy Policy
 - License Plate Reader Policy
 - Trademark Notice
 - API and Integrations Terms
 - Flock Evidence Policy
 - State-Specific Contractual Provisions
 - Vendor Information Security Addendum
 - Vendor Data Processing Addendum
 - Vendor Downstream Subcontractor Business Associate Addendum
 - Vendor Compliance Addendum
 - Part 91 Operational Agreement for Quality Checks, Quality Assurance, and Maintenance
 - Product Specific Terms
 - Third Party Terms
 - Vulnerability Disclosure Policy
 - Customer InfoSec Addendum
 - Data Ownership

HOME > LEGAL > CUSTOMER INFOSEC ADDENDUM

Customer InfoSec Addendum

Last Updated: August 21, 2026

This Customer Information Security Addendum ("InfoSec Addendum") forms a part of, and is subject to, the agreement(s) between Customer and Flock Group Inc ("Flock") related to the provision of Flock Services (the "Agreement"). All capitalized terms used but not defined herein will have the meaning ascribed to them in the Agreement. To the extent of any conflict between this InfoSec Addendum and any other agreement between Customer and Flock, this InfoSec Addendum shall control.

1. SCOPE. This InfoSec Addendum sets forth Flock's information security program and infrastructure policies in order to protect Customer Data from unauthorized use, access, disclosure, theft, and/or manipulation for the term of the Agreement and for any period of time thereafter during which Flock Safety has possession of or access to Customer Data.

2. PHYSICAL SECURITY.

2.1. Data Center. Flock will exclusively use Amazon Web Services ("AWS") for the

Security Advisories

provision of data center facilities. Flock warrants that AWS meet the physical security requirements appropriate for processing and storage of Customer Data and will regularly, but at least annually, review the AWS certification of its data center facilities.

2.2. Flock Offices. Flock offices are protected with locks and cameras. Customer Data in physical or digital form will not be stored in Flock offices.

2.3. Flock Laptops. Notwithstanding Section 2.2 above, Customer Data may be temporarily downloaded onto Flock-owned laptops for data analysis and/or troubleshooting. Laptops are security-hardened with a configuration that includes full-disk encryption, endpoint detection and response agent, enforced password authentication, and automatic screensaver with password unlock.

3. NETWORK, STORAGE, AND HOST SECURITY.

3.1. Transmission. Flock will ensure Customer Data under Flock's control traversing any public network will be end-to-end encrypted using TLS 1.2 or better, and a cipher suite adhering to the recommendations of NIST SP800-52 of at least AES128-SHA256 or better.

3.2. Geographic Location. Flock does not store Customer Data outside of the United States.

3.3. Storage and Encryption. Flock will store all Customer Data transmitted to Flock in AWS S3 containers set with encryption-at-rest to AES256 or better; or in Flock databases encrypted to AES256 or better; or to online backups ("snapshots") stored in AWS S3 containers set with encryption-at-rest to AES256 or better. Decryption and management of encryption keys are controlled by Flock. Only NIST-approved ciphers and modes will be used for encryption.

3.4. Storage Media. Flock will not store Customer Data on removable media (e.g., tapes, removable disks, flash drives, etc.) in the normal course of business. Any transfer of Customer Data via removable media is prohibited without Customer's written approval.

3.5. Intrusion Detection / Prevention. Flock will implement appropriate tools, equipment and mechanisms in the environment of, and within, the application designed to prevent unauthorized access to Customer Data. Such tools may include deployment of firewalls, intrusion detection systems, malware detection, and malware interception software. Flock will monitor all such tools, and assess and take steps to address any incidents of which it becomes aware without undue delay. Flock will implement Endpoint Detection and Response (EDR) tools on laptops and cloud workloads.

4. LOGGING AND MONITORING.

4.1. Availability and Performance. Flock will continuously monitor infrastructure, network, storage, and system performance.

4.2. Security Alerts. Flock maintains intrusion detection systems that log events to Flock's security team in real-time. Additional security logs are generated for periodic review by the security team including failed and successful login attempts.

5. THIRD PARTY SECURITY.

5.1. Vendor Due Diligence. Flock conducts appropriate due diligence prior to engaging any third party, vendor, subcontractor, or subprocessor used to provide any services to Customer.

5.2. Vendor Management. Flock will evaluate all vendors to ensure their security controls are of a level consistent with or better than Flock's own, prior to any vendor

being given access to any Flock system or Customer Data. Flock uses a formal vendor risk management system based on recommendations in NIST SP 800-39.

5.3. Vendor Certification and Warranty.

Flock will evaluate and store vendor credentials, vendor engagement agreements, and any other artifacts as appropriate for the task engaged (such as PCI-DSS attestations for payment processors; ISO27001 for Infrastructure Providers; SOC-2 where applicable for SaaS) for at least one year past the lifetime of the vendor engagement with Flock. Flock will review such artifacts and credentials annually.

6. CUSTOMER ACCESS CONTROLS.

6.1. Customer Authentication (SAML Login).

Customers with Single Sign-On via the "Security Assertion Markup Language" standard ("SAML Login") will configure any access restrictions via Customer's IdP. All access controls (such as password complexity, multi-factor authentication, session length validity) are the responsibility of Customer.

6.2. Customer Authentication (OAuth2

Login). Customers with Single Sign-On via the "Open Authentication 2.0" standard ("OAuth2 Login") will either (a) allow users to configure any access restrictions via their OAuth2 provider, or (b) may restrict the OAuth2 domain to an OAuth2 provider under their control (such as the enterprise Google Workspace). All access controls (such as password complexity or multi-factor authentication) are the responsibility of the OAuth2 account holder. Where Customer controls the OAuth2 provider (such as for Google Workspace), all access controls are the responsibility of Customer.

6.3. Customer Authentication (username/

password). Customers may allow username/password as a mechanism to authenticate users. Customer passwords are stored within Auth0 using industry standard techniques to hash and salt the password.

Flock will ensure no user password is ever stored in the clear in any Flock-controlled cache, file, database, or access log.

7. CUSTOMER DATA.

7.1. Flock Services. Customer will control access to data obtained by Flock Services, via the Web Interface. Customer may invite, allow access to, remove access from the Web Interface at any time. Upon written request, Flock's Customer team can assist Customer in updating its Authorized End User permissions. In the case of specific deletion, Flock will use commercially reasonable efforts to remove all Customer Data from shared access, and from Flock's systems following the completion of backup cycles, as Customer Data may be temporarily retained in Flock backups after deletion.

7.2. Personal Information. To the extent any data processed by Flock constitutes Personal Information (as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and Flock's Data Processing Agreement located at www.flocksafety.com/legal.

7.3. Access Control. Flock's access controls will include commercially reasonable procedures to check and enforce access restrictions for network requests. Flock will employ a web application firewall (WAF) in front of publicly facing web applications.

7.4. Customer Data Segmentation. Data that is captured as part of the Flock service is stored as an individual file, in an encrypted AWS S3 container, with the URL controlled by the Flock Safety servers.

7.5. Customer Data Confidentiality. Flock will not share Customer Data with any third party except as necessary to perform its obligations under the Agreement or as otherwise permitted by the Agreement.

8. INCIDENT MANAGEMENT.

8.1. Incident Response Retainer. Flock will maintain a retainer with a qualified third party incident response firm.

8.2. Assessment and Notification. Flock will promptly investigate all reported or detected security issues and assess the impact. If a confirmed incident affects Customer Data, Flock will notify Customer within the timeframe required by Applicable Law, and in any event within seventy-two (72) hours, at the email address provided by Customer for reporting security incidents.

8.3. Remediation. For any confirmed incident that affects Customer, Flock may, at its discretion, inform Customer of the progress of any remediation periodically throughout remediation activity. Based on Flock's assessment, Customer may be involved in the remediation. Flock will retain all data related to the incident for at least one year following the termination or expiration of the Agreement.

9. FLOCK SAFETY ACCESS CONTROLS.

9.1. Flock Workforce Authentication. Flock staff will use individual credentials to access the Flock system. All access permissions are role-based grants, on the principle of least privilege. Multifactor authentication is mandatory for system access. Additional multifactor authentication is required for access to core systems such as for infrastructure management or financial system access.

9.2. Flock Endpoint Devices. Flock's end-point devices will be configured to increase protection of any Customer Data that may be accessed, including full-disk encryption, mandatory login passwords, and password-secured screensavers.

10. SOFTWARE DEVELOPMENT.

10.1. Code Development. Flock uses a Secure Software Development Life Cycle (SSDLC) framework for all code development. All branch, feature, and releases must be reviewed by more than one team member. Pull requests must be approved by an authorized team member. Automated code analysis and integration testing is applied before any code merge, and again before release to production.

10.2. Change Management. Flock requires all code to pass all automated tests prior to being considered for release. A release must be approved by an authorized team member designated for that code area. Emergency fixes may be expedited but will still require approval from an authorized member of the responsible team. Incident management change control will be overseen by Flock's CTO.

10.3. Software Frameworks. Flock uses industry-standard software frameworks and libraries. All frameworks are regularly reviewed for security issues and amendments made as appropriate to any deployed or in-development code.

10.4. Threat and Vulnerability Management. Flock uses internal vulnerability scanning tools to identify known vulnerabilities. Flock will undergo a penetration test carried out by an independent third party on at least an annual basis.

11. HUMAN RESOURCES SECURITY.

11.1. Background Verification. Flock conducts background verification of its employees and contractors in accordance with relevant laws and regulations. Background verification checks are commensurate with an individual's job duties and include at a minimum of identity verification and criminal history checks.

11.2. Training. All Flock employees receive regular training on security and privacy requirements to comply with Flock's

information security policies and procedures. Training is provided during employee onboarding and at least annually thereafter.

12. BUSINESS CONTINUITY.

12.1. Backup. Flock will maintain multiple snapshots of operational databases to be able to recover data. Backup restoration is restricted to Flock operations staff, authenticated by multifactor authentication. Snapshots will be encrypted to AES256 or better.

12.2. Resiliency by Design. Flock will design backend servers to be naturally resilient. Single server failures will trigger automatic recovery/failover to another server for that function.

13. AUDIT. Flock and its independent external audit firm publish a SOC 2 Type II audit report annually. Customer may view the SOC 2 report at any time via security.flocksafety.com. Upon Customer's written request, Flock will make available information reasonably necessary to demonstrate Flock's security safeguards, security measures, and compliance with this InfoSec Addendum, provided that Flock shall not be obligated to answer questions or provide information that could lead to (i) disclosure of sensitive Flock intellectual property or trade secrets; (ii) disclosure of non-public information of other Flock customers or individuals; or (iii) a material weakening of Flock's security controls. Any information provided to Customer pursuant to this Section shall be considered Flock Confidential Information.

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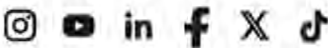
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State-Specific Contractual Provisions

Last Updated: Sept 17, 2026

State-Specific Contractual Provisions

For Customers located in the state(s) set forth herein, the Agreement between Flock and Customer is subject to the applicable state-specific laws detailed below, which are hereby incorporated into the Agreement. To the extent of a conflict or inconsistency between the Agreement and these state-specific contractual provisions, these state-specific contractual provisions shall prevail.

Connecticut

Pursuant to Conn. Pub. Act No. 26-14, §§ 13-15, the following terms are applicable to public agency customers located in Connecticut:

1. Definition

1.1. "Automated license plate reader system" or "ALPRS" means a mobile or fixed electronic image recording device that is capable, in combination with computer programs or

Security Advisories

algorithms, of converting images of license plates or vehicle descriptors into computer-readable data. "Automated license plate reader system" does not include an image recording device that provides evidence used in enforcement of an offense specified in the general statutes or by municipal ordinance, including, but not limited to, such devices as an automated traffic enforcement safety device, as defined in section 14-307b of the general statutes, or those used as part of a work zone speed control system, as defined in section 13a-261 of the general statutes, or a municipal school bus violation enforcement system, as defined in section 14-279c of the general statutes;

1.2. "Automated license plate reader data" or "ALPR Data" includes any data captured, recorded, held or stored, processed or derived from an automated license plate reader system, including, but not limited to, license plate characters, vehicle still or video images, vehicle attributes, location data, time stamps and metadata.

2. With respect to Customer's ALPR Data, Flock shall not:

2.1. Sell such ALPR Data;

2.2. Share or transfer such ALPR Data with or to any third party, without receiving the prior express written authorization of Customer for the sharing or transferring of such data for a specific purpose;

2.3. Allow any person other than Customer to access such ALPR Data, unless Flock is required to allow such person to access such ALPR Data pursuant to a warrant or court order issued by a judge or magistrate on behalf of the state or federal judicial branches. As used in this section, "warrant or court order" excludes any subpoena or demand of a grand jury investigation;

2.4. Share or transfer ALPR Data, or allow access to such ALPR Data, if Flock reasonably

believes that such automated license plate reader data may be used for purposes of:

2.4.1. investigating any suspected immigration violation or otherwise assisting in any immigration enforcement activity;

2.4.2. investigating any suspected, or prosecuting any alleged person or persons for:

2.4.2.1. seeking, providing or receiving reproductive health care services or gender-affirming health care services that are permitted under the laws of Connecticut; or

2.4.2.2 assisting another individual who is seeking, providing or receiving reproductive health care services or gender-affirming health care services that are permitted under the laws of Connecticut, including, but not limited to, providing information, transportation, lodging or material support to such other individual; or

2.4.3. any effort to identify, or impose any civil or criminal liability on, any person based solely on such person's participation in any activity that is protected by the United States Constitution or the Constitution of the state of Connecticut, including, but not limited to, any exercise of such person's right to freedom of speech, to peaceably assemble or to petition the government for a redress of grievances, except as otherwise provided by applicable state or federal law; or

2.5. Hold or store Customer's ALPR Data in a manner that is not in accordance with industry-recognized data security practices, including, but not limited to, using encryption when transmitting or storing such data.

3. Flock consents to personal jurisdiction in Connecticut in the event of any legal proceeding.

4. Connecticut state law shall be the controlling law.

Notwithstanding the Retention Period specified in the Flock LPR Order Form between the Parties, the Retention Period for ALPR data is 21 days, or such shorter period as Customer has requested.

Oregon

Pursuant to the 2026 Automated License Plate Recognition System Act, the following terms are applicable to law enforcement customers located in Oregon:

1. Definitions.

a. "Automated License Plate Recognition System" or "ALPRS" means one or more high-speed cameras combined with computer algorithms used to convert images of license plates or other vehicle characteristics into computer-readable data. "Automated license plate recognition system" does not include a photo red light camera described in ORS 810.434 when used for enforcement of ORS 811.265 or a photo radar unit when used for enforcement of ORS 811.111.

b. "Captured License Plate Data" means the global positioning system coordinates, date and time, video, photograph, license plate number, vehicle characteristics or any other related data or information collected by an ALPRS.

2. Captured License Plate Data collected by the ALPRS is the property of Customer, is not owned by Flock, and may not be used by or licensed to Flock for any purpose inconsistent with the policies and procedures of Customer or the provisions of sections 3 to 9 of the 2026 Automated License Plate Recognition System Act.

3. Any request received by Flock for access to Captured License Plate Data collected by the ALPRS, including through a judicial warrant, judicial subpoena or administrative subpoena, will be directed exclusively to Customer.

4. Captured License Plate Data will be encrypted using, at a minimum, end-to-end encryption.
5. Flock is compliant with the current version of the Federal Bureau of Investigation Criminal Justice Information Services Security Policy, including, as applicable, execution of the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, audit rights; and prompt notification of security incidents.
6. Flock may be held liable for damages resulting from its misuse or improper release of Captured License Plate Data collected by the ALPRS.

Virginia

Pursuant to § 2.2-5517© of the Code of Virginia, the following terms are applicable to law enforcement customers located in Virginia:

1. Definitions. The following terms have the meanings set forth in Va. Code § 2.2-5517(A):
 - a. Audit Trail
 - b. Audit Trail Data
 - c. System
 - d. System Data
2. The Parties agree as follows in order to comply with Va. Code § 2.2-5517:
 - a. System data and Audit Trail Data are the property of Customer;
 - b. The Flock System meets the following requirements set forth in Va. Code § 2.2-5517(B):
 - i. Flock certifies that it will not sell or share any System Data or Audit Trail Data gathered in

Virginia, except upon Customer's request for a purpose set forth in Va. Code § 2.2-5517(F), and will only access System Data or Audit Trail Data upon Customer's request for maintenance and quality assurance purposes;

ii. Flock certifies that its System is capable of purging system data collected or generated in Virginia after twenty-one (21) days of the date of its capture, or earlier if requested by Customer, in such a manner that the System Data is destroyed and not recoverable by either Flock or Customer;

iii. Flock certifies that its System is capable of producing an Audit Trail and purging Audit Trail Data collected or generated in Virginia after two (2) years of the date of its capture in such a manner that the Audit Trail Data is destroyed and not recoverable by either Flock or Customer;

iv. The databases used by the Flock System to provide notifications as set forth in Va. Code § 2.2-5517(D) are updated at least every twenty-four (24) hours, or as soon as practicable after such updates become available; and

v. The Flock System meets information security standards as established by the Virginia Information Technologies Agency.

c. Flock will immediately notify Customer upon receipt of any subpoena duces tecum, execution of any search warrant, or any other request from a third party for such System Data or Audit Trail Data, unless disclosure of such subpoena duces tecum, search warrant, or request is otherwise prohibited by law.

Washington

If Customer is located in Washington, notwithstanding the Retention Period specified in the Flock LPR Order Form between the Parties, the Retention Period for Automated License Plate Reader Data is 21 days, or such shorter

period as Customer has requested.

Indiana

In accordance with IC32-25.5-3.8, Indiana homeowners associations contracting with Flock for automated license plate readers are having the license plate readers installed on behalf of law enforcement, and cannot access the data and images captured by the license plate readers.

Texas

Flock Safety is a licensed private security business

License Number: C29742701

<https://tops.portal.texas.gov/psp-self-service/search/result/297427?type=business>

Missouri

Pursuant to Executive Order 26-18, the following terms are applicable to law enforcement customers located in Missouri:

Flock certifies that all captured imagery will be permanently deleted within a 30-day timeframe.

Notwithstanding the Retention Period specified in the Flock LPR Order Form between the Parties, the Retention Period for ALPR data is 30 days, or such shorter period as Customer has requested.

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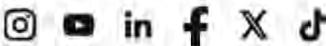
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 - Customer InfoSec Addendum
 - Data Ownership

Product Specific Terms

TRAILER AS A SERVICE PROGRAM FOR FLOCK SAFETY MOBILE SECURITY TRAILERS - Law Enforcement

1. Mobile Security Trailer Deterrence Package. Customer hereby agrees to utilize a mobile security trailer deterrence package, an infrastructure-free public safety solution designed to provide a public safety presence to deter crime while capturing evidence for potential criminal investigation ("Flock Trailer"). The Flock Trailer shall include certain agreed-upon Flock Hardware, and other

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key features as listed and agreed upon in the Order Form including access to the FlockOS® software.

2. Delivery and Relocation. Delivery of the Flock Trailer shall be made at the location as specified in the relevant sales order or as otherwise agreed upon in writing by the Parties ("**Delivery Point**"). Delivery of the Flock Trailer to the agreed-upon Delivery Point shall be entirely at Flock's risk and expense. The sales order shall include the shipping terms, all required business information of Customer, the shipping address, and if applicable, the shipment address of the certificate of origin related to an order ("**Sales Order**"). If for any reason Customer fails to accept delivery of the Flock Trailer in accordance with the terms provided in the Sales Order, or if delivery of the Flock Trailer cannot be completed at the Delivery Point within a reasonable time after the delivery date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, or authorizations: (i) Customer shall bear the risk of loss to the Flock Trailer; and (ii) the Flock Trailer shall be deemed to have been delivered. Once the Flock Trailer is made available at the Delivery Point, Customer is responsible for any resulting use of the Flock Trailer by all Authorized End Users and all third parties who may gain access to the same. In the event that Customer disassembles the Flock Trailer for any reason, Flock shall bear no responsibility for reassembly.

3. Additional Terms. The Parties acknowledge and agree that: (i) Flock expressly disclaims any implied warranties

related to the Flock Trailer; (ii) Flock shall maintain full ownership of the Flock Trailer; (iii) Customer shall provide Flock with prompt written notice of any request for support or maintenance related to the Flock Trailer; and (iv) Customer shall immediately notify Flock of any accident or event of loss or damage involving the Flock Trailer including any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

4. Risk of Loss. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, the Flock Trailer, normal wear and tear excepted. LOSS OR DAMAGE TO THE FLOCK TRAILER, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Trailer.

TRAILER AS A SERVICE PROGRAM FOR FLOCK SAFETY MOBILE SECURITY TRAILERS - Commercial

1. **Mobile Security Trailer Deterrence Package.** Customer hereby agrees to utilize a mobile security trailer deterrence package, an infrastructure-free public safety solution designed to provide a public safety presence to deter crime while capturing evidence for potential criminal investigation ("**Flock Trailer**"). The Flock Trailer shall include certain agreed-upon Flock Hardware, and other key features as listed and agreed upon in the Order Form including access to the FlockOS® software.

2. **Delivery and Relocation.** Delivery of the Flock Trailer shall be made at the location as specified in the relevant sales order or as otherwise agreed upon in writing by the Parties ("**Delivery Point**"). Delivery of the Flock Trailer to the agreed-upon Delivery Point shall be entirely at Flock's risk and expense. The sales order shall include the shipping terms, all required business information of Customer, the shipping address, and if applicable, the shipment address of the certificate of origin related to an order ("**Sales Order**"). If for any reason Customer fails to accept delivery of the Flock Trailer in accordance with the terms provided in the Sales Order, or if delivery of the Flock Trailer cannot be completed at the Delivery Point within a reasonable time after the delivery date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, or authorizations: (i) Customer shall bear the risk of loss to the Flock Trailer; and (ii) the Flock Trailer shall be deemed to have been delivered. Once the Flock Trailer is made

available at the Delivery Point, Customer is responsible for any resulting use of the Flock Trailer by all Authorized End Users and all third parties who may gain access to the same. In the event that Customer disassembles the Flock Trailer for any reason, Flock shall bear no responsibility for reassembly. Once the Flock Trailer is placed in an agreed upon location, Customer shall not be permitted to move the Flock Trailer without the prior written consent of Flock. In the event Customer desires to change the location of any Flock Trailer(s) following delivery, Customer is entitled to the following per Flock Trailer: (a) up to four (4) changes in location per year within one hundred (100) miles of the then-current location of the applicable Flock Trailer; or (b) one (1) change in location per year to anywhere within the contiguous United States that is more than one hundred (100) miles from the then-current location of the applicable Flock Trailer (the "**Included Trailer Relocations**"). Additional requests to relocate Flock Trailers that exceed the Included Trailer Relocations shall be subject to an additional fee.

3. Additional Terms. The Parties acknowledge and agree that: (i) Flock expressly disclaims any implied warranties related to the Flock Trailer; (ii) Flock shall maintain full ownership of the Flock Trailer; (iii) Customer shall be responsible for providing Flock with prompt written notice of any request for support or maintenance related to the Flock Trailer; and (iv) Customer shall immediately notify Flock of any accident or event of loss or damage involving the Flock Trailer including any information as may be pertinent to Flock's investigation of such

accident, loss, or damage, or information which Flock may reasonably require.

4. Risk of Loss. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, the Flock Trailer, normal wear and tear excepted. LOSS OR DAMAGE TO THE FLOCK TRAILER, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Trailer.

SAFE CITY PROGRAM ADDENDUM

This SAFE CITY PROGRAM ADDENDUM ("Addendum") is incorporated by reference into the Order Form between Flock and Customer.

1. **DISCOUNT REIMBURSEMENT UPON EARLY TERMINATION.** All discounts reflected in this Order Form are expressly conditioned on Customer's commitment to the full term as set forth in the Order Form. In the event of termination for Non-Appropriation as set forth in the Agreement, Customer shall reimburse Flock for any discounts applied from the Effective Date of this Agreement through the effective date of termination. The reimbursement amount will be calculated as the difference between (a) the cumulative Average Annual Recurring Value (AARV) multiplied by the number of years of the Order Form term prior to termination; and (b) the total amounts paid or due during that period. AARV is

defined as the total contract value divided by the number of contracted years.

2. ENTIRE AGREEMENT AND ALLOCATION OF CREDIT.

This Addendum modifies and supersedes all previously executed Agreements and Order Forms between the Parties as related to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of the Order Form to which this Addendum applies, all previously executed Order Forms pertaining to the Services provided shall be superseded. In the event Customer prepaid Flock for any Order Forms that are replaced and superseded hereby, Flock will issue pro rata credits to Customer in consideration of the prepaid terminated Order Forms.

3. DEPLOYMENT PLAN ADJUSTMENTS AND HARDWARE REALLOCATION.

Customer shall have the right to right-size and make adjustments to its Deployment Plan and reallocate funds towards other Flock Hardware, provided any such Flock Hardware replacements/reallocations have an equal or lesser value than the originally deployed Flock Hardware. Flock agrees to waive installation fees associated with such reallocations. This option may be exercised a maximum of two (2) times over the ten (10) year term of the Order Form to which this Addendum applies, specifically at the end of Year 3 and at the end of Year 6 of the term. Any such adjustments and reallocations must be mutually agreed upon in writing by both Customer and Flock.

4. UPDATES TO FLOCK SERVICES AND

FLOCK HARDWARE. During the term of the Order Form to which this Addendum applies, Customer shall have access to enhancements, updates, and new features of the Flock Services that are made generally available by Flock to similarly situated customers using the same service tier or product configuration, at no additional charge. For clarity, this provision does not include access to beta features, pilot programs, professional services, third-party integrations, hardware upgrades, or new products, modules, or functionality that Flock designates as separately priced or subject to additional fees, which may be offered to Customer at Flock's then-current rates. Nothing in this section shall be construed as a commitment by Flock to develop, release, or maintain any particular feature, functionality, or product, or to provide feature parity with future offerings. Flock shall use commercially reasonable efforts to ensure that all Flock Hardware provided under the Order Form to which this addendum applies remains operational and supported in accordance with Flock's standard hardware lifecycle and support practices. If any such Flock Hardware fails under normal and intended use or reaches end-of-life such that it is no longer supported by Flock, Flock shall repair or replace the affected Flock Hardware at no additional cost to Customer. From time to time, in Flock's discretion, Flock may refresh, replace, or upgrade Flock Hardware where reasonably necessary to maintain compatibility, security, or performance of the Flock Services. Customer acknowledges that the Flock Hardware may remain functional beyond any particular period of deployment and that this provision does not constitute a

commitment to replace or upgrade such Flock Hardware at any fixed interval, to provide the latest available hardware models, or to refresh hardware solely due to the introduction of newer technology. Any proactive upgrades or refreshes beyond failure or end-of-life replacement shall be subject to Flock's operational, budgetary, and product roadmap considerations.

REMOTE ALERT RESPONSE SERVICE PROGRAM

WHEREAS, Customer has an interest in employing alert and response services to assist with deterring criminal activity and to assist with certain public safety investigations, to the extent permitted by law;

WHEREAS, Flock has identified and established a partnership with a qualified provider to facilitate the provision of remote alert response services to its customers upon request;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

DEFINITIONS:

- **Blue Eye or Provider** – Shall mean the entity (and/or its affiliates or subcontractors) responsible for delivering the agreed-upon Remote Alert Response Service(s).
- **Customer Equipment** – Shall mean the Customer's cameras, hardware, and other transmission equipment located on the Customer's Premises and/or utilized by the Customer for public safety or crime deterrence purposes.
- **Premises** – Shall mean the customer-owned location(s) designated by Customer for the provision of the Remote Alert Response Services.
- **Remote Alert Response Services** – Shall include but is not limited to the delivery of certain agreed upon services including supervision of security systems (including Flock Hardware), provision of event deterrence services, and response coordination for security-related events according to a pre-defined protocol.
- **System** – If applicable, shall mean the alert response monitoring technology to be utilized and agreed upon.

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement to which this Addendum is attached.

GENERAL TERMS OF DELIVERY AND SERVICE:

1. USE OF CUSTOMER EQUIPMENT

AND THE SYSTEM: The Customer is responsible for always maintaining the Customer Equipment in proper working order and shall not tamper with, disturb, move, injure, remove, or otherwise interfere with the Customer Equipment or the System (if applicable).

2. INTERNET SERVICE: The Customer is responsible for ensuring that the Premises has high-speed internet access that meets the following specifications: A) The

minimum upload speed required shall be Five (5) MB minimum upload speed (Ten (10) MB preferred) if the Customer intends to use the Remote Alert Response Services for one camera stream; B) The minimum upload speed required shall be ten (10) MB if the Customer intends to use the Remote Alert Response Services for multiple camera streams; and C) There shall be no restrictions on data transmission volume or caps on data.

3. ALERT RESPONSE SERVICES: During the Term (as defined below), the Provider shall monitor transmissions from the System installed on the Customer Equipment in accordance with the agreed upon monitoring schedule. In response to an applicable triggering event, Blue Eye shall use commercially reasonable efforts to deter person(s) responsible for said triggering event and/or notify the proper authorities or other persons in accordance with the agreed upon response protocol.

4. ALERT RESPONSE SERVICE

LIMITATIONS: The Customer acknowledges that the Provider will make reasonable efforts to deter events that may compromise security and safety, but Flock does not guarantee prevention of all events. The Customer hereby acknowledges that the Remote Alert Response Services are an aid in security and safety efforts and that Flock does not ensure complete protection or prevention of damage, loss, or injury. Flock does not represent or warrant that the transmissions to or from the Premises, the Customer Equipment or the System will not be interrupted, circumvented, or compromised.

5. ANCILLARY SERVICES;

CONSULTING SERVICES. In addition to the foregoing, the Customer hereby acknowledges that the Provider may agree to perform certain ancillary services for the fees that are agreed upon with the Customer. Further, the Customer may agree to permit the Provider to perform consulting services ("Consulting Services") in connection with the Alert Response Services, for which Provider's then-current rates for time and materials shall apply.

6. USE OF THE SYSTEM;

MAINTENANCE BY PROVIDER. The Customer shall not tamper with, disturb, move (even in connection with remodeling), injure, remove, or otherwise interfere with the Customer Equipment or the System after the System has been installed thereon (if applicable), or allow the same to be done by any third party. The Provider shall not be obligated to furnish maintenance or repair services nor be liable for repairs to, replacement of, or additions to the System made necessary by A) improper use; B) theft; C) natural disasters, such as hurricane, lightning, flood, fire or earthquakes; D) strikes, riots, terrorism, sabotage, acts of war; E) repairs, changes, modifications, maintenance, relocation or reinstallation of the System by persons other than Provider personnel or without Provider supervision; F) unusual shock, electrical damage or a corrosive atmosphere harmful to the System's electrical circuitry; G) non-Provider or noncertified technician supplied equipment or service calls necessitated thereby; H) failure by the Customer to maintain the site specifications recommended by Provider; I) trouble in a communication line; J) causes other than

ordinary, proper use of the System by the Customer; or K) causes outside of Provider's control.

7. TAXES AND CHARGES: The Customer is responsible for paying all directly and indirectly imposed sales tax or other taxes related to the System and Monitoring Services, as well as any false alarm fees or other penalties if applicable.

8. LIMITATION OF LIABILITY: The Customer acknowledges and agrees that Flock shall not be liable for the activation, interruption, operation, or non-operation of the Customer Equipment, internet service, telephone or cellular transmissions, equipment or service, or any other matter over which Flock has no commercially reasonable control. Flock disclaims any responsibility for services associated with notifying or dispatching paramedics, doctors, and other medical personnel and/or ambulance services. If there are any charges incurred as a result of such notification, said charges shall be the responsibility of the Customer. Flock's liability with respect to the Alert Response Services is limited to the fees actually paid by Customer with respect to Alert Response Services provided during the six (6) months preceding the event giving rise to any loss.

9. RECORDING: The Customer acknowledges that Provider may listen to and record video and/or audio related to Alert Response Services at the Premises, as well as conversations with Provider or its subcontractors, emergency services providers and law enforcement personnel. The Customer agrees and consents for itself and its employees, agents,

customers, guests, and licenses to such actions and Flock shall have no liability pertaining thereto. The Customer is responsible for taking all necessary actions to inform its employees, agents, customers, guests, invitees and licensees of such recording. The Customer shall indemnify Flock against any claims related to the listening, viewing, or recording of communications and video by Provider.

10. FLOCK SAFETY FEES. The Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form.

11. TERM. Unless otherwise indicated on the Order Form, the term of this Addendum shall be deemed to have commenced as of the Effective Date of the Agreement and shall continue until terminated as provided under the Agreement (the "Term"). Flock may terminate this Addendum for convenience at any time upon thirty (30) days' prior written notice to Customer.

12. POST TERMINATION OBLIGATIONS: Installation of the System may include certain equipment provided by Provider and/or Blue Eye (the "Installation Equipment"). If this Agreement is terminated prior to the end of the initial Term then the Installation Equipment shall be promptly returned to Blue Eye or Provider within a reasonable time of such termination.

UNMANNED AIR

SUPPORT AS A SERVICE (UASaaS) PROGRAM FOR DRONE RESPONSE SERVICES

1. UNMANNED AIR SUPPORT GENERAL TERMS OF DELIVERY

1.1 Batteries. Flock will provide Customer with the number of sets of batteries described in the Statement of Work ("SOW") between the Parties.

1.2 FAA Regulatory Waivers. Flock will assist Customer in acquiring any required Federal Aviation Administration ("FAA") regulatory waivers, where applicable.

1.3 Delivery. Flock shall make the Flock Hardware available to Customer at Customer's delivery address set forth in the Order Form ("Delivery Point"). If for any reason Customer fails to accept delivery of the Flock Hardware by the date fixed pursuant to Flock's notice stating that the Flock Hardware is available at the Delivery Point, then (i) Customer shall bear the risk of loss to the Flock Hardware; (ii) the Flock Hardware shall be deemed to have been delivered; and (iii) Flock, at its option, may store the Flock Hardware until collected by Customer, at Customer's expense (including, without limitation, the cost of storage and insurance). Once the Flock Hardware is made available at the Delivery Point, Customer is responsible for any resulting use of the Flock Hardware by all Authorized End Users and all third-parties who may gain access to the same.

1.4 Pilot Services. If included in an Order Form, Flock will make available an employee or independent contractor pilot (each a "Pilot") to Customer for purposes of operating the Flock Hardware (hereafter the "Pilot Services") at the pricing set forth in the Order Form. The Pilot Services shall be considered part of the Flock Services. When operating the Flock Hardware, the Pilot shall comply with the reasonable requests of Customer. Customer's use of the Pilot Services shall not alleviate any of Customer's obligations set forth herein. Customer shall provide Pilots with a safe working environment when on Customer's premises.

2. LOSS AND DAMAGE OF FLOCK HARDWARE

2.1 Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware to the extent caused by Customer's negligence, malicious or intentional acts or omissions, or failure to adhere to the terms of the Agreement, including the SOW between the Parties. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Hardware.

2.2 Customer agrees to immediately notify Flock of any accident or event of loss or damage involving the Flock Hardware. The notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or which Flock may reasonably require.

3. NDAA COMPLIANCE GUARANTEE. In the event of a federal or state law, regulation, or enforceable governmental order ("Legal Prohibition") that prohibits Customer's use, operation, or procurement of drones that are not compliant with the National Defense Authorization Act ("NDAA") ("Restricted

Drones"), Flock will provide replacement drones that are fully compliant with the NDAA ("**NDAA Compliant Drones**"). Upon confirmation of a Legal Prohibition affecting Customer's use of Restricted Drones, Flock shall, as soon as commercially practicable, replace all Restricted Drones that are part of the Customer's Flock Services and subject to Legal Prohibition with NDAA Compliant Drones of comparable functionality, specifications, and coverage area (provided that Customer understands that the number of replacement NDAA Compliant Drones may not be equal to the number of Restricted Drones). The replacement process shall be completed within a commercially reasonable time of the effective date of the Legal Prohibition.

4. INDEMNITY. To the fullest extent permitted by Applicable Law, Customer shall defend, indemnify, and hold harmless Flock, its affiliates, and their respective officers, directors, agents, contractors, and employees ("**Flock Indemnified Parties**") from and against any and all third party claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees (collectively, "**Losses**") arising out of or related to:

(a) gross negligence, recklessness, or willful misconduct, of Customer or any third party acting on Customer's behalf in connection with drone-related operations;

(b) Customer's failure to comply with Applicable Law;

(c) Customer site conditions, including structural integrity, electrical capacity, or other physical conditions; and

(d) any decision by Customer to decline or not implement Flock-recommended structural, electrical, safety, or compliance-related measures.

Customer acknowledges that certain structural, electrical, or compliance-related measures may be recommended by Flock. To the extent Customer elects not to implement such recommendations, Customer assumes all associated risks, and such decision shall not limit its indemnification obligations. Customer shall not settle any claim subject to this Agreement without Flock's prior written consent if such settlement imposes obligations on or admits fault by any Flock Indemnified Party. This indemnification shall not apply to the extent Losses are finally determined to result from Flock's gross negligence or willful misconduct. Any unenforceable provision shall be deemed modified to the minimum extent necessary to comply with Applicable Law.

SCHEDULE A

SERVICES

All training described in this Schedule A may be conducted remotely or in person, as agreed by the Parties. The Parties will mutually agree on the frequency and duration of such training.

1. AIRWORTHINESS TRAINING

Flock will provide training for Customer regarding maintaining the airworthiness of its drones, including compliance-related trainings.

Customer shall be responsible for ensuring that all individuals involved in the operation of the Flock Hardware, including but not limited to pilot in command, visual observer, and sensor or payload operator, have the qualifications, experience, licenses, training, and certificates required by applicable FAA regulations and the necessary skill required to perform their duties. Customer is solely responsible for the safety of operations,

maintaining the airworthiness of the drones, and ensuring that its operations are in line with all Applicable Laws and regulations.

2. LIGHT TRAINING

Flock will assist Customer in obtaining FAA BVLOS waivers where applicable, and for the purpose of establishing and sustaining drone operability, and provide training to Customer on drone operations. Flock will also provide training materials to Customer to support Customer's training efforts for all Customer employees engaged in the operation of drones. It is the sole responsibility of Customer, as the operator, to ensure that all employees engaged in the operation of drones have been adequately trained on the safe operation of drones and any terms or provisions regarding Customer's operations under the relevant BVLOS waivers.

Flock's training regarding utilization of the Flock Services will consist of:

- Showing how to access the Web Interface on their respective internet devices
- Showing how to view a live stream through the Web Application
- Showing how to control the drone using the Web Application
- Showing how to report problems if they come across them on the Web Application

3. FLOCK HARDWARE TRAINING

Flock's training regarding the proper use of the Flock Hardware will consist of:

- *Discussing maintenance list for the drone, and how to maintain airworthiness*
- *Teaching how to fly the drone through the Web Interface*

4. DEPLOYMENT SUPPORT

Only personnel authorized by Customer

will have access to the drone livestream..

All operations must be conducted by a Pilot in Command ("PIC"), who is certified in accordance with FAA regulations and who has the requisite knowledge for safe operations of the Flock Hardware and Software. Customer will provide the PICs required to operate the Flock Hardware unless Flock is contracted to provide Pilot Services in accordance with this Agreement.

Upon Customer's request, Flock will assist Customer in drafting a Standard Operating Procedure ("SOP") document, as well as department policies regarding access, deployments, privacy, and community engagement.

5. AUTHORIZATION FOR REGULATORY RECIPROCITY (PART 91 OPERATIONS & MAINTENANCE)

To the extent applicable, the Customer hereby designates Flock as an authorized operator under its FAA Part 91 certificate of waiver or authorization ("COA") for the specific purpose of performing "test & tune" quality assurance and quality control ("QA" and "QC") missions, general maintenance, and operations. As a result, the terms of the Part 91 Operational Agreement for Quality Checks, Quality Assurance, and Maintenance ("**Operational Agreement**") located at <https://www.flocksafety.com/legal/part91-operational-agreement> are hereby incorporated into the Agreement by reference; provided, however, that the Operational Agreement shall apply only to the extent the Customer receives such COA.

SCHEDULE B

CUSTOMER RESPONSIBILITIES

Customer acknowledges that improper operation of unmanned aircraft systems may cause injury to persons or property. Customer agrees that it and its authorized users will at all times: (a) exercise reasonable care in using the Flock Services and Flock Hardware; (b) use the Flock Services and Flock Hardware only in accordance with the information and warnings set forth in the Help Center located at [help.flocksafety.com](https://www.flocksafety.com/help), and any other published product materials, technical specifications, user manuals, maintenance guidelines, and support communications provided by Flock from time to time; (c) use the Flock Services and Flock Hardware in full compliance with all applicable local, state, national and international laws and regulations related to the operation of unmanned aircraft systems in any territory of operation, including any applicable laws and orders with regard to privacy, pilot licensure, operating within visual line of sight (unless the Customer has received proper approval from a civil aviation authority waiving such limitation), detecting and avoiding other aircraft, and airspace restrictions (such as temporary flight restrictions issued by the FAA, the Civil Aviation Safety authority (CASA), or other government agencies or other authorities); (d) obtain and maintain all licenses, consents, clearances, and authorizations required to operate unmanned aircraft systems before using the Flock Services; and (e) comply with all relevant flight limitations and restrictions that may be imposed during flights by any government agency or other authority.

Customer must abide by the following standards to the extent applicable to Customer:

- Per FAA regulations, and without the necessary waiver, a minimum of one pilot is required to operate each drone
- Customer shall either cooperate with Flock to obtain FAA-compliant waivers necessary for Customer to utilize the Flock Services or independently obtain such waivers. Customer is solely responsible for operating the Flock Hardware in accordance with the provisions and limitations, if any, of such waivers.
- Train Customer personnel to be visual observers.
- If Customer wants to connect Flock's software to third party software, (for example, their Computer Aided Dispatch ("CAD") system), Customer must provide access to third party software at no cost to Flock.
- Customer is responsible for recording and storing information about the purpose of all calls, including but not limited to calls-for-service and training.

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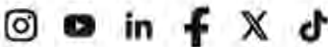
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HOME > LEGAL > THIRD PARTY TERMS

Agreements and Policies

Terms and Conditions

Privacy Policy

License Plate Reader Policy

Trademark Notice

API and Integrations Terms

Flock Evidence Policy

State-Specific Contractual Provisions

Vendor Information Security Addendum

Vendor Data Processing Addendum

Vendor Downstream Subcontractor Business Associate Addendum

Vendor Compliance Addendum

Part 91 Operational Agreement for Quality Checks, Quality Assurance, and Maintenance

Product Specific Terms

Third Party Terms

Vulnerability Disclosure Policy

Third Party Terms

Last Updated: 7/27/26

The following Third Party Terms (the “Third Party Terms”) apply to all Flock sublicenses to Customer of Third Party Items (as defined in the Flock Customer Terms and Conditions located at www.flocksafety.com/legal), as required by the agreement(s) between Flock and its third party licensors. The Third Party Terms form a part of, and are subject to, the agreement(s) between Customer and Flock related to the provision of Flock Services (the “Agreement”). All capitalized terms used but not defined herein will have the meaning ascribed to them in the Agreement. These Third Party Terms apply to the extent Customer utilizes the Flock Service(s) to which they apply.

Terms applicable to Flock Nova and any other Flock Services that include access to Flock Nova data sources.

1. Customer shall comply with all laws and regulations that govern the use of the Flock Services and information provided therein. Customer understands that the Flock Services contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) (“GLBA”) and the Driver’s Privacy Protection Act (18 U.S.C. § 2721-2725) (“DPPA”), all of which Customer certifies to comply. If Customer accesses Flock Services provided subject to the GLBA, Customer certifies that it will request, access and use such Flock

Customer InfoSec Addendum

Data Ownership

Security Advisories

Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority:

1.1. As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;

1.2. To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;

1.3. For required institutional risk control, or for resolving consumer disputes or inquiries;

1.4. For use solely in conjunction with a legal or beneficial interest held by me and relating to the consumer;

1.5. For use solely in a fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;

1.6. To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,

1.7. To comply with federal, state, or local laws, rules, and other applicable legal requirements.

2. If Customer desires to access Flock Services provided pursuant to the DPPA, Customer certifies that it will request, access and use such Flock Services solely for one of the DPPA permissible use(s) listed below:

2.1. Use by any government agency, including any court or law enforcement agency, in carrying out its

functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.

2.2. Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

2.3. Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.

2.4. Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities or antifraud activities.

2.5. Use by any licensed private investigative agency or licensed security service for any purpose described above.

3. Neither Flock nor any of its data sources are a "consumer reporting agency," and Flock Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Customer represents and warrants that the Flock Services will not be used, in whole or in part, as a factor in determining an

individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.

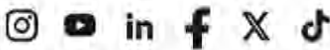
Raptor Technologies, LLC (applicable to Raptor)

https://raptortech.com/Raptor_Technologies_General_Terms_and_Conditions.pdf

GovWorx (applicable to Flock 911)

<https://app-na1.hubspotdocuments.com/documents/43022425/view/1565479470?accessId=c5f424>

Company	Newsroom	Support
Privacy & Trust	Press	FAQs
Pricing		Contact
Careers		Call Us: 1-866-901-1781
Legal		Developer Portal
Suppliers		Accessibility Statement
		Accessibility Plan
		Sign In



- Agreements and Policies
 - Terms and Conditions
 - Privacy Policy
 - License Plate Reader Policy
 - Trademark Notice
 - API and Integrations Terms
 - Flock Evidence Policy
 - State-Specific Contractual Provisions
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Privacy Policy

Last Updated: October 16, 2026

Overview

This privacy notice ("Privacy Notice") is intended to help you ("you" or "your") understand how Flock Group Inc d/b/a Flock Safety and its subsidiaries and affiliates ("Flock," "we," "us" or "our") collect, use disclose, and safeguard the information you provide to us via (1) the Flock website located at <http://www.flocksafety.com>, including, without limitation, all sub-domains thereof on which this Privacy Notice is posted (collectively, the "Site") and (2) the Flock Services. All terms not defined herein shall have the meaning set forth in our "Terms and Conditions" located [here](#).

By using or accessing the Site and/or the Flock Services, you signify your acknowledgment and consent to the collection, use, and disclosure of your Personal Information (as defined below) in accordance with this Privacy Notice. If you do not agree to this Privacy Notice, please do not use or access the Site and/or the Flock Services. Flock may revise this Privacy Notice at any time by updating this posting. We will keep this Privacy Notice under regular review and will provide any updates here. The "Last Updated" section at the top of this Privacy Notice states when this notice was last updated. We encourage you to periodically review this Privacy Notice to stay

informed about how we collect, use, and share Personal Information.

Disclosure

By logging into the Site, you acknowledge that you are accessing a restricted information system. All system usage may be monitored, recorded, and subject to audit. This monitoring relates solely to system performance and usage patterns. It does not include access to or monitoring of Customer Data. Unauthorized use of the system is prohibited and subject to criminal and civil penalties; and any use of the system indicates consent to monitoring and recording. As applicable, you agree to comply with the CJIS Security Addendum promulgated by the FBI.

Collection of Personal Information

The purpose of this Privacy Notice is to inform you of the Personal Information Flock collects, how we use it, and to describe your rights or options regarding such use. For clarity, personal information, as used in this Privacy Notice, means information that can be used to identify you, directly or indirectly, alone or together with other information ("Personal Information"). This may include things such as your full name, contact information, email address, mailing address, phone number, device IDs, certain cookie and network identifiers, and any content captured by our products that may be used to identify an individual.

We gather various types of Personal Information from our users, as explained in more detail below, and we use this Personal Information internally in connection with the Flock Services, including to administer, operate, and/or improve the Flock Services, to allow you to set up a user account and profile, to provide you with a better Site navigation experience, to contact you and allow other users to contact you with information relevant

to your use of or interaction with the Flock Services, and to fulfill your requests or inquiries. If you visit the Site, you may generally do so without providing any Personal Information. However, there are cases in which we may ask you for Personal Information. For example, we will occasionally conduct online surveys to better understand the needs and profiles of our Site visitors. In addition, we may request Personal Information when you register to receive additional information regarding Flock Services and/or products, download software, sign up for a newsletter, demo, or send us a question. Even if you choose not to provide the information we request, you can still visit most of the Site, but you may be unable to access certain options, offers, and services. In case you change your mind or wish to update or delete your Personal Information, we will make reasonable efforts to correct, update, or remove your Personal Information in compliance with applicable privacy laws. You can use our online form to submit your request by clicking the link at the bottom of this Privacy Notice.

Flock complies with the EU-U.S. Data Privacy Framework ("EU-U.S. DPF") as set forth by the U.S. Department of Commerce. Flock has submitted to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles ("EU-U.S. DPF Principles") with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF. If there is any conflict between the terms in this Privacy Notice and the EU-U.S. DPF Principles, the EU-U.S. DPF Principles shall govern. Flock is subject to investigatory and enforcement powers of the U.S. Federal Trade Commission. To learn more about the Data Privacy Framework (DPF) program, please visit <https://www.dataprivacyframework.gov/>.

Your Flock Hardware and Other Flock Products

Information Input During Setup: When you

set up your account, you may be asked for certain basic information, including, but not limited to, your device name, description, and geolocation. This information is used to personalize your experience (e.g., to tell you which device is triggering a notification). For purposes of this Privacy Notice, "device" refers to any tool used to access the Flock Services and/or products.

Environmental Data from Sensors: We collect data from sensors built into some of our devices or products installed. These sensors collect data such as device temperature and ambient light. By recording this information, your device can know, for instance, to turn on night vision if it is dark outside.

Video, Images and Audio Signals and Data: After you begin using your device, we may process information from your device so that we can send you alerts, such as when a suspect vehicle passes the device. When you access the Flock Services, you will have access to images, video, and/or audio recordings from your device, depending on the product. Additionally, we will capture, process, and store images, video, and/or audio recordings from your device for the duration of your designated retention period. You will have access to this data through the Flock Services during your subscription, in accordance with the applicable data retention period. However, to ensure access, you must download them before the retention period ends, as they will no longer be available thereafter.

Technical Information from the Device: In order to improve your experience over time and help troubleshoot any problems you may encounter with your device, we may record technical information from your device such as software version and cellular signal strength.

Saved and Shared Content: You may save and choose to share certain content like video/audio clips, images, captions, and

comments for other people to access using the Flock Services. We will collect and store information that will allow us to save or share your content, as directed by you through the Flock Services and in accordance with your terms and conditions.

Training Data: We may use a small fraction (less than 1%) of images captured by Flock Services, which are stripped of all metadata and identifying information, for the limited purpose of improving our products and services through machine learning ("Training Data"). Training Data is used internally to help our systems better recognize vehicles, objects, and descriptions. For example, if a new Red Ferrari is released, we may use de-identified images of that vehicle to teach our system to accurately distinguish it from other vehicles, such as a Red Lamborghini. These images are never sold or shared with third parties. To protect your privacy, Training Data is maintained separately and is never combined in a way that could render it personally identifiable. Use of Training Data is essential to ensure the accuracy and effectiveness of our services.

Data protection and privacy laws in your jurisdiction may impose certain responsibilities on you and your use of our products. You are responsible for ensuring that you comply with all applicable laws when you use the Flock Services or products, including, where so required, to execute a mutually agreed-upon data protection agreement. Please note that recording and sharing content involving other people may affect their privacy and/or data protection rights.

Distinction Between Personal Information Captured Via the Site and Customer Data Captured by Flock Hardware

Flock Hardware captures video and images in public spaces where there is no reasonable

expectation of privacy. This is referred to in our Terms and Conditions as Footage. While privacy laws grant individuals certain rights over their Personal Information (such as access, deletion, or correction), it is important to distinguish those rights from information captured in public spaces. Flock's Footage does not contain Personal Information that connects that image to an identifiable individual. As a result, Flock cannot verify the identity of individuals whose effects (i.e., license plates) appear in the Footage and is unable to process data subject requests related to such images.

Flock's Security Practices Regarding Customer Data

Flock's security posture for Customer Data starts before the devices are even installed. Flock has a dedicated team that maps out the best location for installation, all of which requires that installations are in accordance with constitutional rights. This means that Flock's devices are never placed in a location where there is a reasonable expectation of privacy.

Footage is collected on Flock's devices and transmitted from devices to Amazon Web Services using encryption in transit and stored within Amazon's Simple Storage Service (S3) (organized according to customer lifecycle needs) for the customer's set retention period, and then permanently deleted, unless designated for evidence preservation by a user. Direct access to this data is managed through AWS Identity Access Management policies and roles. Customer Data is encrypted throughout the entire lifecycle, transmitted using TLS 1.2 or better, and stored securely using AES256 encryption. Customer Data collected on Flock's devices is stored locally for up to 5 days, or until the device reaches storage capacity, whichever occurs first. While stored in the cloud, all data (both footage and metadata) is fully encrypted at rest using AES256.

Customer Data is owned by the Customer and only shared as directed by the Customer. Any license plate data that may be searched by authorized law enforcement requires justification to verify the legitimacy of the search and create an audit trail. Lastly, Flock offers law enforcement Customers training on how to properly use our system and best practices to communicate with their dispatch teams. Such users must learn how to enter legitimate reasons for search and how to audit searches as necessary. Customer Data is securely stored, transmitted, and deleted, and any law enforcement access is contingent on authorized use. For more information on how Flock prioritizes your security, please visit our [Trust](#) page.

Use of Personal Information

Other than as required to perform the Flock Services, as disclosed to you when the information is collected, as required by Law, or as described in this Privacy Notice, Flock does not rent, sell, or otherwise distribute your Personal Information to third parties (without your consent).

Flock collects certain Personal Information about you to operate our business, which may include Personal Information contained in legal agreements (e.g., commercial agreements, NDAs, invoices, etc.), financial information relating to payments, receivables, and fulfillment (e.g., banking information, credit card or other account numbers, addresses, phone numbers, etc.), professional or employment-related information, (e.g., job applications, resumes, education and work history details, background check results, references, etc.), and employee benefit information (e.g., stock or equity ownership information, benefit elections, personal information about dependents, medical histories, contact information, etc.).

We may collect and use your Personal Information, including your mobile phone number, to communicate with you via SMS/

text message for operational or support purposes, and, with your prior express consent where required by law, for promotional or marketing purposes, in accordance with applicable laws. By providing your mobile number, you consent to receive such operational and support-related messages from Flock and its subsidiaries and affiliates. Standard message and data rates may apply. You may opt out of receiving promotional text messages at any time by following the instructions provided in the message.

Personal Information provided by users may be used for marketing and promotional purposes by Flock and its subsidiaries and affiliates. You may change these settings by selecting the "Your Marketing and Advertising Choices" link at the bottom of this Privacy Notice.

Accountability for Onward Transfer

Flock complies with the Data Privacy Framework (DPF) Principles, including the onward transfer liability provisions, for all transfers of Personal Data from the EU. Flock will only transfer such Personal Data to third parties where: (a) the third party has provided written assurances that it will handle the data in a manner consistent with this Notice and the applicable DPF Principles; or (b) the third party is located in a jurisdiction recognized by the European Commission (or relevant authority) as providing an adequate level of data protection.

If Flock becomes aware that a third party is processing Personal Data in a manner inconsistent with this Notice or the DPF Principles, it will take reasonable steps to prevent or remediate the misuse.

We may share Personal Data with both affiliated and unaffiliated third parties acting as sub-processors, such as IT infrastructure providers, cloud storage vendors, or analytics services, to support our operations.

Flock remains liable for any onward transfer to such third parties if they process Personal Data in violation of the DPF Principles, unless Flock proves that it is not responsible for the event giving rise to the damage.

In addition, Personal Data may be disclosed in the context of a corporate transaction, including a merger, acquisition, divestiture, restructuring, or sale of assets, where such data is part of the transferred business operations.

Data Retention

We will only retain Personal Information for as long as needed for the specific purpose for which it was collected, or as required by applicable law or regulation. For more information on how long a certain data set is retained, please contact us at privacy@flocksafety.com.

Cookies and IP Tracking

This Site may use the following category of cookies for marketing, analytic, personalization, and essential purposes: strictly necessary cookies, performance cookies, targeting cookies, and functional cookies. If, for any reason, you do not wish to take advantage of cookies, you may have your browser not accept them, although this may disable or render unusable some of the Site's features. The Site may also detect and use your IP address or domain name for internal traffic monitoring and capacity purposes or to otherwise administer our website. No Personal Information is obtained; rather, the patterns of usage of our various users may be tracked to provide you with improved service and content based on aggregate or statistical reviews of user site traffic patterns. You may change your cookie settings by selecting the "Your Cookie Choices" link at the bottom of this Privacy Notice.

This Site uses cookies and similar technologies to collect personal information, such as IP addresses, device identifiers, and browsing behavior, for the following purposes:

- **Strictly Necessary Cookies:** Enable core functionality, such as navigation. These cannot be disabled and are retained for your session.
- **Performance Cookies:** Collect anonymized data to improve Site performance. Data is retained only as long as necessary, typically up to 12 months.
- **Targeting Cookies:** Used by third-party partners (e.g., Google Ads) for personalized ads. Data is retained only as long as necessary, typically up to 24 months.
- **Functional Cookies:** Enhance features like remembering preferences. Data is retained only as long as necessary, typically up to 12 months.

We collect IP addresses and domain names, considered personal information under the California Privacy Rights Act (CPRA), for internal traffic monitoring and Site administration. This data is retained only as long as necessary and may be aggregated for analytics. You may opt out of the sale or sharing of your personal information, including for targeted advertising, via our "Do Not Sell" button on our website or by contacting us with the details listed at the bottom of this Privacy Notice.

Special Cases

Flock reserves the right to disclose Personal Information in special cases, when we have reason to believe that disclosing this information is necessary to bring legal action against someone who may be causing injury to, or interference with (either intentionally or unintentionally), our rights, property, customers, Site users, or anyone else that could be harmed by such activities. We may also access, use, preserve, and/or disclose your Personal Information to law enforcement authorities, government officials, and/or third parties, if legally required to do so, or if we

have a good faith belief that such access, use, preservation, or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce our Terms and Conditions, including investigation of any potential violation thereof; (c) detect, prevent, or otherwise address security, fraud, or technical issues; or (d) protect the rights, property, or safety of Flock, its customers and users, as required or permitted by law.

Policies for Children

The features, programs, promotions, and other aspects of this website requiring Personal Information are not intended for children. Flock does not knowingly collect Personal Information from children under the age of 13. If you are a parent or guardian of a child under the age of 13 and believe they have disclosed Personal Information to us, please notify us at the contact point specified below. A parent or guardian of a child under the age of 13 may review and request deletion of such child's Personal Information.

Linked Sites

Please be advised that this website may contain links to third party websites. The linked sites are not under the control of Flock, and we are not responsible for the contents or privacy practices of any linked site or any link on a linked site. For specific details on such third parties' privacy practices, please visit their privacy policies.

International Transfers

We are headquartered in the United States, and your personal data is by default, only processed within the U.S. However, in certain circumstances, we may transfer and process your data outside the United States, but only with your explicit consent. If such transfers

occur, we will take appropriate measures to ensure your information is protected in accordance with applicable data protection laws, including implementing contractual safeguards or other legal mechanisms as required. You will be informed of the specific details of any international transfer before providing your consent.

U.S. State Privacy Laws

Various U.S. state privacy laws, including but not limited to the California Consumer Privacy Act ("CCPA"), as amended by the California Privacy Rights Act ("CPRA"), the Virginia Consumer Data Protection Act ("VCDPA"), the Colorado Privacy Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), and the Utah Consumer Privacy Act ("UCPA"), require businesses to disclose how they collect, use, and share Personal Information.

Flock is committed to compliance with applicable state privacy laws and does not sell Personal Information. However, we may share Personal Information with third-party advertisers for targeted advertising purposes, and we may allow third parties to collect Personal Information from Flock Services when authorized service providers have agreed to contractual limitations regarding retention, use, and disclosure of such Personal Information. Additionally, if you use Flock Services to interact with third parties or direct us to disclose your Personal Information, we may process your data accordingly.

Your Rights

If you are a resident of a state with privacy laws granting consumer data rights, you may have the ability to:

- Request access to and obtain a copy of your Personal Information;
- Correct inaccurate or incomplete Personal Information;
- Request deletion or cessation of processing of your Personal Information when it is no longer necessary for processing purposes;
- Object to the processing of your Personal Information where Flock relies on its legitimate interests as the legal basis for processing; and
- Withdraw your consent if consent is the legal basis for processing.

To exercise these rights, please make a request by selecting the "Your Privacy Choices" link at the bottom of this Privacy Notice.

Dispute Resolution

If a privacy complaint or dispute relating to Personal Data received by Flock in reliance on the Data Privacy Framework (or any of its predecessors) cannot be resolved through our internal processes, we have agreed to participate in the VeraSafe Data Privacy Framework Dispute Resolution Procedure. Subject to the terms of the VeraSafe Data Privacy Framework Dispute Resolution Procedure, VeraSafe will provide appropriate recourse free of charge to you. To file a complaint with VeraSafe and participate in the VeraSafe Data Privacy Framework Dispute Resolution Procedure, please submit the required information here: <https://www.verasafe.com/privacy-services/dispute-resolution/submit-dispute/>

Binding Arbitration

If your dispute or complaint related to your Personal Data that we received in reliance on the Data Privacy Framework cannot be resolved by us, nor through the dispute resolution mechanism mentioned above, you may have the right to require that we enter into binding arbitration with you under the Data Privacy Framework "Recourse,

Enforcement and Liability" Principle and Annex I of the Data Privacy Framework.

Security

Flock has established commercially reasonable policies and procedures, including administrative, technical, and physical safeguards, to protect the confidentiality, integrity, and security of your Personal Information. Flock will take appropriate steps to ensure compliance across Flock's employees, contractors, agents, and affiliates to prevent any unauthorized access, use, modification, disclosure, or other misuse of your Personal Information.

Flock deploys safeguards for passwords and multi-factor authentication on your account for your privacy and security. You are responsible for protecting your account and Personal Information by choosing a strong password, keeping it secure, and limiting access to your computer, device, and browser. Be sure to sign out when you have finished using your account to help prevent unauthorized access. Unauthorized entry or use, hardware, or software failure, and other factors, may compromise the security of user information at any time. 100% complete security does not presently exist anywhere online or offline. To that end, please safeguard your credentials.

We take the security of your Personal Information seriously and implement measures designed to protect it. However, no method of transmission or storage is completely secure, and we cannot guarantee absolute security. By using Flock Services, you acknowledge these risks. To the extent permitted by law, Flock is not responsible for any security breach unless caused by our gross negligence.

Contact Information

If you have any questions or

concerns regarding the privacy and security of your Personal Information, please contact us via email or phone.

Flock Safety
privacy@flocksafety.com

Toll Free: +1 (866) 901-1781

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Company

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Support

Privacy & Trust

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Call Us: 1-866-901-1781

Legal

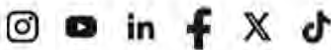
Developer Portal

Suppliers

Accessibility Statement

Accessibility Plan

Sign In



**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2027.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri ("State") to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri ("City"), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City's annual budget for Fiscal Year 2027 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 12414 on March 16, 2026, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City's annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City's operations for Fiscal Year 2027 have been higher than budgeted, but do not exceed revenues plus the City's unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2027 annual budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SEDALIA, MISSOURI, AS FOLLOWS:**

Section 1. Expenditures from the City's General Fund must be increased by a total of \$22,247.48 above the amount authorized in the adopted annual budget for Fiscal Year 2027. An amendment to increase said budget is necessary for the following facts and reasons:

A. Fire truck repairs offset mostly by insurance reimbursement.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on November 2, 2026

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, MRCC, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2026-2027
REGARDING FIRE TRUCK REPAIRS**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SEDALIA, MISSOURI** as follows:

Section 1. The 2026-2027 fiscal year budget beginning April 1, 2026 and ending March 31, 2027 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC
City Clerk

Sedalia Fire Department
DEPARTMENTAL MEMORANDUM
Office of the Fire Chief

To : City Administrator Matthew Wirt

From : Fire Chief Matthew Irwin

Date : October 29, 2026

Ref : Budget amendment vehicle repair

Due to an incident with an engineer within the department, Engine 1 sustained moderate damage to the truck while backing into Central fire station. Insurance will be covering the cost. Less our deductible.

Total budget amendment for repairs is \$22,247.48. Insurance will be reimbursing the city \$17,247.48. this is less our deductible of \$5000.00.

Staff recommends approval to move forward with repair of the truck.

Exhibit A
City of Sedalia
FY27 Budget Amendment 11/2/2026 Fire Truck Repairs

Account / Description	Current Budget	Change	Amended Budget	Comments
Revenues / Source of Funds				
10-00-510-00 Misc Income - Insurance	(151,400.00)	(17,247.48)	(168,647.48)	Insurance Reimbursement
Total Revenue Change		<u>(17,247.48)</u>		
Expenditures / Uses of Funds				
10-12-222-02 Vehicle & Equipment Repairs & Parts	35,000.00	22,247.48	57,247.48	Fire Truck Repairs
Total Expenditure Change		<u>22,247.48</u>		
		<u>(5,000.00)</u>		Net Increase (Decrease) in Projected Fund Balance

TRAVELERS - THE TRAVELERS INDEMNITY COMPANY

Lake Michigan Claim Center (BI-028)

Request Supplements at <https://supplements.travelers.com>

PO Box 650293

Dallas, TX 75265

Phone: (800) 842-6172

Claim #:
Workfile ID:

FSV1874001
459c63e3

Estimate of Record

Written By: JEREMY HODGES, 10/28/2026 12:00:10 PM

Adjuster: KATHERINE SANTO, KSANTO@travelers.com, (630) 536-3060 Business

Insured:	CITY OF SEDALIA	Owner Policy #:	CT501PEHK810B107580 9	Claim #:	FSV1874001
Type of Loss:	Collision	Date of Loss:	09/28/2026 12:00 AM	Days to Repair:	21
Point of Impact:	03 Right T-Bone (Right Side)	Deductible:	5000.00		

Owner (Insured):

CITY OF SEDALIA
200 S OSAGE AVE
SEDALIA, MO 65301
(660) 827-3000 Business

Inspection Location:

3420 GARDNER AVE
KANSAS CITY, MO 64120
Desk

Appraiser Information:

Jeremy Hodges
JHODGES@travelers.com
(813) 357-7429

Repair Facility:

MIDWAY USA COLLISION CENTER
3420 GARDNER AVE
KANSAS CITY, MO 64120
(816) 241-0600 Business

VEHICLE

2026 OTHE SPARTAN FIRE TRUCK ENGINE 1 RED

VIN:	4S9BDEUA7TB559699	Production Date:	07/2026	Interior Color:	
License:	UNK	Odometer:	UNK	Exterior Color:	RED
State:		Condition:			

Estimate of Record

2026 OTHE SPARTAN FIRE TRUCK ENGINE 1 RED

Line	Oper	Description	Qty	Extended Price \$	Labor	Paint
1	#	HE20- Other	1			
2	#		1			
3	#	R&I RT REAR CAB DOOR			12.0	
4	#	Repl RT REAR CAB DOOR CHECK STRAP -10%	1	147.51	1.0	
5	#	Repl RT REAR CAB DOOR TRIM PANEL -10%	1	822.52	2.5	
6	#	Repl RT REAR UPPER DOOR TRIM PANEL -10%	1	307.70	0.6	
7	#	Repl RT REAR CAB DOOR SAFETY LABELS & BEZEL -10%	1	69.47		
8	#	R&I RT REAR DOOR GLASS & TRIM			3.0	
9	#	Repl RT REAR CAB DOOR GRAB HANDLES X2 -10%	1	205.03		
10	#	Repl RT REAR GRAB HANDLE MTG HARDWARE -10%	1	24.79		
11	#	Rpr RT REAR CAB DOOR HINGE			2.5	
12	#	Repl RT REAR CAB DOOR LATCH -10%	1	149.31	1.0	
13	#	Rpr RT REAR CAB DOOR			22.5	8.5
14	#	Rpr RT REAR CAB DOOR SURROUND FRAME			12.0	2.5
15	#	Refn INNER CAB SPLATTER PAINT				4.0
16	#	Repl RT CAB FENDER TRIM & WELTING STRIP -10%	1	1,128.15	2.5	
17	#	Rpr RT CAB SIDE PANEL			16.0	6.5
18	#	R&I RT CAB SIDE TRIM			4.0	
19	**	Repl A/M Body Supplies	1	303.00		
SUBTOTALS				3,157.48	79.6	21.5

NOTES

Estimate Notes:
 Parts markup at 40% negotiated with Jim Dalsing at the shop to 30% (-10% from 40%).

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			3,157.48
Body Labor	79.6 hrs @	\$ 175.00 /hr	13,930.00
Paint Labor	21.5 hrs @	\$ 175.00 /hr	3,762.50
Paint Supplies	21.5 hrs @	\$ 65.00 /hr	1,397.50
Subtotal			22,247.48
Total Cost of Repairs			22,247.48
Deductible			5,000.00
Total Adjustments			5,000.00
Net Cost of Repairs			17,247.48

Estimate of Record

2026 OTHE SPARTAN FIRE TRUCK ENGINE 1 RED

All supplements must be pre-approved by Travelers.

Supplement repair charges may be subject to rejection unless approved by Travelers prior to repairs.

This instrument is a damage estimate only and not an acceptance of liability or authorization to repair.

Repair must be pre-authorized by the vehicle owner.

Vehicle owner maintains the right to repair vehicle at a repair facility of their choice.

Please present this estimate to the repair facility prior to repairs.

Necessary Information for Photograph and Video Estimates (READ CAREFULLY):

This estimate may have been completed based wholly or in part using photographs and/or video. Because of the use of photographs and video, this estimate may not be complete, as there could be hidden damage. You should provide this estimate to the shop of your choice prior to commencement of work. If your shop finds additional damages or undiscovered damages, Travelers will work with your repairer to assess the appropriate scope of work. Your shop is instructed in this estimate to contact Travelers through its supplement process and the damages they discover must be reviewed and approved prior to repairing the vehicle. In the event that you are not repairing your vehicle and believe that our estimate does not account for all of your damages, please contact your Claim professional to discuss and address your concerns and options.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE PARTS MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AN AUTOMOBILE PART(S) NOT MADE BY THE ORIGINAL EQUIPMENT MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN KIND AND QUALITY IN TERMS OF FIT, QUALITY, AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING. ALL AFTERMARKET PARTS INSTALLED ON THE VEHICLE SHALL BE CLEARLY IDENTIFIED ON THE REPAIR ESTIMATE.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 819 EAST 15TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO MID MO FINE HOMES LLC, A MISSOURI LIMITED LIABILITY COMPANY.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, to purchase property commonly known as 819 East 15th Street for the sum and amount of Five Thousand Five Hundred Dollars (\$5,500.00) as contained in the commercial real estate sale agreement and quit claim deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the commercial real estate sale agreement by and between the City of Sedalia, Missouri and Mid Mo Fine Homes LLC, a Missouri Limited Liability Company in substantially the same form and content as the agreement has been proposed.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the giving of a quit claim deed by the City of Sedalia, Missouri to Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, for the conveyance of property commonly known as 819 East 15th Street in substantially the same form and content as proposed.

Section 3. The Mayor or City Administrator are authorized to accept and sign said agreement and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said agreement and deed after recording said deed with the Pettis County Recorder of Deeds.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November, 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC
City Clerk

Council Agenda

CITY OF SEDALIA, MISSOURI

COMMERCIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2026, by and between, the City of Sedalia, Missouri ("Seller"), a city of the third class duly existing under the laws of the State of Missouri and Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, ("Buyer"), collectively the "Parties."

WHEREAS, Seller owns real estate property consisting of a vacant lot, the address of which is 819 East 15th Street, Sedalia, Missouri 65301 described in the Legal Description provided fully in Exhibit A of this Agreement;

WHEREAS, Buyer, desires to acquire said property and Seller is agreeable to selling the property to the Buyer;

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

1. The Property

The real property ("Property") consisting of a vacant lot, the address of which is 819 East 15th Street, Sedalia, Missouri 65301.

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): 152003453007000

The Legal Description of the Property is expressed fully in Exhibit A of this Agreement.

2. Transaction and Price

- a. Subject to the terms and conditions set forth herein, at the Closing, as defined below, Seller agrees to sell, assign, convey, transfer, and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, all of the rights, title, and interest that Seller has in and to the Property.
- b. This is an all cash transaction. No loan or financing of any kind is required in order for Buyer to purchase the Property from the Seller.
- c. The purchase price ("Purchase Price") for the Property shall be five thousand five hundred dollars (\$5,500.00).

3. Condition of Property

- a. The Parties agree and acknowledge, regarding the condition of the Property subject to this Agreement, that the Property is to be sold "as is" and that Seller makes no representations or warranties, either express or implied, as to the condition of the Property or any improvements thereon, as to the suitability or fitness of the Property or any improvements thereon.

- b. Notwithstanding, Seller shall advise Buyer of any substantial change in the condition of the Property prior to closing.

4. Property to be sold 'As-Is'

- a. The Parties agree that the Property is being sold as-is and that Seller makes no warranties, express or implied as to the fitness of the property for any specific purpose. Parties acknowledge that Seller has no knowledge about the past history of the Property and has made no representations about environmental issues, water issues, pest issues, or any other issues, and Buyer expressly waives any right to have any such disclosures.

5. Title

- a. Buyer may, at its own expense attain a title commitment ("Title Commitment") from a title company selected by the Buyer ("Title Company").
- b. Title shall be conveyed by quit claim deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of property.
- c. Seller shall further release any liens it has on such property for past property maintenance abatement actions and forgive any amounts due for such actions prior to Closing.

6. Closing

- a. The closing of the transaction contemplated by this Agreement shall take place at a time and place to be mutually agreed upon by Buyer and Seller on a date agreed to by written agreement of the Parties ("Closing Date"). Any extension of the Closing Date must be agreed upon, in writing by the Parties.
- b. Payment of the Purchase Price shall be made by the Buyer to Seller at the time of Closing and in the form of cash or by cashiers' check payable to the City of Sedalia. Upon completion of the payment of the purchase price, Seller shall deliver to Buyer, possession of the Property and the deed.
- c. The Costs associated with the Closing of the Property shall be the responsibility of Buyer. The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

7. Conveyance

- a. Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey title of the Property to the Buyer by the deed mentioned in Paragraph 5, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

8. Seller's Warranties, Representations and Covenants

- a. As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:
 - a. **AUTHORITY:** Seller: (i) is a Missouri City of the third class, lawfully constituted entity, duly organized, and validly existing, the laws in the State of Missouri; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.
 - b. **CONFLICTS:** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
 - c. **CONDEMNATION:** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

9. Buyer's Warranties, Representations and Covenants

- a. **AUTHORITY:** Buyer (i) is a Missouri Limited Liability Company; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.
- b. **PROJECT PROPOSAL:** Buyer represents and warrants that it will construct a single family residence on this property. Buyer further covenants that in connection with the construction of the single family residence it will comply with all applicable building codes in effect at such time. Further, that during Buyer's ownership of this Property, the Property shall be maintained at all times in compliance with applicable property maintenance codes established by the City.

10. Seller's Purchase Option

- a. Seller shall retain an option, beginning Two years after the Closing Date to purchase the Property back from the Buyer for the Purchase Price in the event that Buyer failed to comply with the provisions in section 9(b) herein.

11. Conflicts

- a. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

12. Seller's Default

- a. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either:
 - a. Specifically enforce the terms hereof; or
 - b. Terminate this agreement.

13. Buyer's Default

- a. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, to its actual damages.

14. Closing Procedure

- a. Unless otherwise agreed or stated herein, the Closing shall be in accordance with the laws located in the State of Missouri,
- b. POSSESSION AND OCCUPANCY: The Seller will deliver possession and occupancy of the Property to the Buyer at Closing.
- c. COSTS: The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees.
- d. DOCUMENTS: The Seller will provide: the deed.

15. Recording

- a. Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Missouri, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

16. Binding Effect

- a. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

17. Severability

- a. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

18. Governing Law

- a. This Agreement shall be interpreted in accordance with the laws in the State of Missouri ("Governing Law").

19. Entire Agreement

- a. This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

BUYER-Mid Mo Fine Homes LLC

SELLER

Vadim Shinderuk

Date

City of Sedalia, Missouri

Date

Matthew Wirt, City Administrator

Attest: _____
Jason S. Myers, MRCC City Clerk

EXHIBIT A:

LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE AGREEMENT

819 East 15th Street:

**LOT TEN (10) IN BLOCK SIX (6) OF THE CORRECTED PLAT OF J.R. STEWART'S
ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI**

Title of Document: **QUIT CLAIM DEED**

Execution Date of Document: _____, 2026

Grantor's Name & Mailing Address: **City of Sedalia, Missouri, a Missouri municipal corporation, c/o City Administrator, 200 South Osage, Avenue, Sedalia, Missouri**

Grantee's Name & Mailing Address: **Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, 22406 Highway F, Sedalia, Missouri 65301**

Legal Description of Property located in Pettis County, Missouri:

819 East 15th Street:

LOT TEN (10) IN BLOCK SIX (6) OF THE CORRECTED PLAT OF J.R. STEWART'S ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI

Book/Page & Document Type Referred to in this Document: N/A

THIS INDENTURE made on the ____ day of _____, 2026 by and between **City of Sedalia, Missouri**, party of the first part and Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, party of the second part;

WITNESSTH, that the said party of the first part, in consideration of the sum ONE DOLLAR AND OTHER CONSIDERATIONS to it paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim under the said party of the second part, the following described lot, tract or parcel of land lying, being and situated in the County of Pettis and State of Missouri, for public right-of-way purposes, to-wit:

SEE ABOVE LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto said party of the second part and his successors and assigns forever; so that neither the said party of the first part nor its successors or assigns; nor any other person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A QUIT CLAIM DEED FOR THE SALE OF PROPERTY COMMONLY KNOWN AS 1000 EAST 12TH STREET FROM THE CITY OF SEDALIA, MISSOURI TO MID MO FINE HOMES LLC, A MISSOURI LIMITED LIABILITY COMPANY.

WHEREAS, The City of Sedalia, Missouri has received a proposal from Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, to purchase property commonly known as 1000 East 12th Street for the sum and amount of Four Thousand Dollars (\$4,000.00) as contained in the commercial real estate sale agreement and quit claim deed attached hereto and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the commercial real estate sale agreement by and between the City of Sedalia, Missouri and Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, in substantially the same form and content as the agreement has been proposed.

Section 2. The Council of the City of Sedalia, Missouri, hereby approves the giving of a quit claim deed by the City of Sedalia, Missouri to Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, for the conveyance of property commonly known as 1000 East 12th Street in substantially the same form and content as proposed.

Section 3. The Mayor or City Administrator are authorized to accept and sign said agreement and deed and execute any and all closing documents on behalf of the City of Sedalia, Missouri and the City Clerk is hereby authorized and directed to file in his office the said agreement and deed after recording said deed with the Pettis County Recorder of Deeds.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 2nd day of November, 2026.

Presiding Officer of the Council

Approved by the Mayor of said City this 2nd day of November, 2026.

Traves Williams, Mayor

ATTEST:

Jason S. Myers, MRCC
City Clerk

Council Agenda

CITY OF SEDALIA, MISSOURI

COMMERCIAL REAL ESTATE SALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2026, by and between, the City of Sedalia, Missouri ("Seller"), a city of the third class duly existing under the laws of the State of Missouri and Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, ("Buyer"), collectively the "Parties."

WHEREAS, Seller owns real estate property consisting of a vacant lot, the address of which is 1000 East 12th Street, Sedalia, Missouri 65301 described in the Legal Description provided fully in Exhibit A of this Agreement;

WHEREAS, Buyer, desires to acquire said property and Seller is agreeable to selling the property to the Buyer;

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

1. The Property

The real property ("Property") consisting of a vacant lot, the address of which is 1000 East 12th Street, Sedalia, Missouri 65301.

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): 152003439004000

The Legal Description of the Property is expressed fully in Exhibit A of this Agreement.

2. Transaction and Price

- a. Subject to the terms and conditions set forth herein, at the Closing, as defined below, Seller agrees to sell, assign, convey, transfer, and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, all of the rights, title, and interest that Seller has in and to the Property.
- b. This is an all cash transaction. No loan or financing of any kind is required in order for Buyer to purchase the Property from the Seller.
- c. The purchase price ("Purchase Price") for the Property shall be four thousand dollars (\$4,000.00).

3. Condition of Property

- a. The Parties agree and acknowledge, regarding the condition of the Property subject to this Agreement, that the Property is to be sold "as is" and that Seller makes no representations or warranties, either express or implied, as to the condition of the Property or any improvements thereon, as to the suitability or fitness of the Property or any improvements thereon.

- b. Notwithstanding, Seller shall advise Buyer of any substantial change in the condition of the Property prior to closing.

4. Property to be sold 'As-Is'

- a. The Parties agree that the Property is being sold as-is and that Seller makes no warranties, express or implied as to the fitness of the property for any specific purpose. Parties acknowledge that Seller has no knowledge about the past history of the Property and has made no representations about environmental issues, water issues, pest issues, or any other issues, and Buyer expressly waives any right to have any such disclosures.

5. Title

- a. Buyer may, at its own expense attain a title commitment ("Title Commitment") from a title company selected by the Buyer ("Title Company").
- b. Title shall be conveyed by quit claim deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of property.
- c. Seller shall further release any liens it has on such property for past property maintenance abatement actions and forgive any amounts due for such actions prior to Closing.

6. Closing

- a. The closing of the transaction contemplated by this Agreement shall take place at a time and place to be mutually agreed upon by Buyer and Seller on a date agreed to by written agreement of the Parties ("Closing Date"). Any extension of the Closing Date must be agreed upon, in writing by the Parties.
- b. Payment of the Purchase Price shall be made by the Buyer to Seller at the time of Closing and in the form of cash or by cashiers' check payable to the City of Sedalia. Upon completion of the payment of the purchase price, Seller shall deliver to Buyer, possession of the Property and the deed.
- c. The Costs associated with the Closing of the Property shall be the responsibility of Buyer. The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

7. Conveyance

- a. Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey title of the Property to the Buyer by the deed mentioned in Paragraph 5, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

8. Seller's Warranties, Representations and Covenants

- a. As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:
 - a. **AUTHORITY:** Seller: (i) is a Missouri City of the third class, lawfully constituted entity, duly organized, and validly existing, the laws in the State of Missouri; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.
 - b. **CONFLICTS:** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
 - c. **CONDEMNATION:** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

9. Buyer's Warranties, Representations and Covenants

- a. **AUTHORITY:** Buyer (i) is a Missouri Limited Liability Company; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.
- b. **PROJECT PROPOSAL:** Buyer represents and warrants that it will construct a single family residence on this property. Buyer further covenants that in connection with the construction of the single family residence it will comply with all applicable building codes in effect at such time. Further, that during Buyer's ownership of this Property, the Property shall be maintained at all times in compliance with applicable property maintenance codes established by the City.

10. Seller's Purchase Option

- a. Seller shall retain an option, beginning Two years after the Closing Date to purchase the Property back from the Buyer for the Purchase Price in the event that Buyer failed to comply with the provisions in section 9(b) herein.

11. Conflicts

- a. The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

12. Seller's Default

- a. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either:
 - a. Specifically enforce the terms hereof; or
 - b. Terminate this agreement.

13. Buyer's Default

- a. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled, to its actual damages.

14. Closing Procedure

- a. Unless otherwise agreed or stated herein, the Closing shall be in accordance with the laws located in the State of Missouri,
- b. POSSESSION AND OCCUPANCY: The Seller will deliver possession and occupancy of the Property to the Buyer at Closing.
- c. COSTS: The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees.
- d. DOCUMENTS: The Seller will provide: the deed.

15. Recording

- a. Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Missouri, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

16. Binding Effect

- a. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

17. Severability

- a. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

18. Governing Law

- a. This Agreement shall be interpreted in accordance with the laws in the State of Missouri ("Governing Law").

19. Entire Agreement

- a. This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

BUYER-Mid Mo Fine Homes LLC

SELLER

Vadim Shinderuk

Date

City of Sedalia, Missouri

Date

Matthew Wirt, City Administrator

Attest: _____

Jason S. Myers, MRCC City Clerk

EXHIBIT A:

LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE AGREEMENT

1000 East 12th Street:

LOT 1 BLK 9 J R STEWART 1ST ADD

Title of Document: **QUIT CLAIM DEED**

Execution Date of Document: _____, 2026

Grantor's Name & Mailing Address: **City of Sedalia, Missouri, a Missouri municipal corporation, c/o City Administrator, 200 South Osage, Avenue, Sedalia, Missouri**

Grantee's Name & Mailing Address: **Mid Mo Fine Homes LLC, a Missouri Limited Liability Company, 22406 Highway F, Sedalia, Missouri 65301**

Legal Description of Property located in Pettis County, Missouri:

1000 East 12th Street:

LOT 1 BLK 9 J R STEWART 1ST ADD

Book/Page & Document Type Referred to in this Document: **N/A**

THIS INDENTURE made on the ____ day of _____, 2026 by and between **City of Sedalia, Missouri**, party of the first part and **Mid Mo Fine Homes LLC, a Missouri Limited Liability Company**, party of the second part;

WITNESSTH, that the said party of the first part, in consideration of the sum ONE DOLLAR AND OTHER CONSIDERATIONS to it paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and forever Quit-Claim under the said party of the second part, the following described lot, tract or parcel of land lying, being and situated in the County of Pettis and State of Missouri, for public right-of-way purposes, to-wit:

SEE ABOVE LEGAL DESCRIPTION

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging unto said party of the second part and his successors and assigns forever; so that neither the said party of the first part nor its successors or assigns; nor any other person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

