

**Aurora City Council Agenda**  
**Aurora Recreation Center - Community Room**  
**126 W. Hadley St., Aurora, Missouri 65605**  
**Tuesday, March 24, 2026 - 5:30 P.M.**

1. CALL TO ORDER

2. ROLL CALL

Mayor Kennedy  
Chairman Pro Tem Lewis  
Councilwoman Oplinger  
Councilwoman Pettit  
Councilman Blades

3. CLOSED SESSION 1-3-13

**Pursuant to RSMo 610.021**

(1) Legal actions, causes of action or litigation involving public government body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees;

(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source;

4. PRAYER AND PLEDGE

5. PUBLIC COMMENT

A citizen desiring to speak on an item not on the agenda may do so at this time. Each citizen is limited to three minutes and the Council will not take action or discuss items at this time. Discussion should be limited to matters of City business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under "Public Comment" may become agenda items at a later date.

6. COUNCIL FORUM

Council Forum provides an opportunity for Council Members to share information with the rest of the Council regarding communications with constituents, meetings attended, request items to be put on the agenda, make requests of staff, or direct questions to staff regarding issues that are not on the agenda.

7. CONSENT AGENDA

Items listed on the 'Consent Agenda' are considered routine and shall be enacted by one motion of the City Council with no separate discussion. If separate discussion is desired by a member of the Council, that item will be removed from the 'Consent Agenda' and placed on the regular agenda as a final item under 'New Business'.

7.I. Approval Of Minutes - City Council Regular Session Minutes March 10, 2026

Documents:

[CONSENT AGENDA COVER SHEET.PDF](#)  
[03-10-2026 REGULAR SESSION MINUTES.PDF](#)

7.II. March 2026 Appropriations

Documents:

[MARCH 2026 APPROPRIATIONS.PDF](#)

8. OLD BUSINESS

9. NEW BUSINESS

9.I. Teacher Corps Proclamation

Documents:

[TEACHER CORPS PROCLAMATION COVER SHEET.PDF](#)  
[TEACHER CORPS PROCLAMATION.PDF](#)

9.II. Discussion - 2026 Paving Bid

Documents:

[DISCUSSION - 2026 PAVING BID.PDF](#)  
[2026-2027 CONTINGENT STREET PAVING LIST.PDF](#)  
[STREET INSPECTION AND MAINTENANCE SHEET 2026.PDF](#)  
[STREET INSPECTION AND MAINTENANCE SHEET RATING 2026.PDF](#)  
[STREET INSPECTION AND MAINTENANCE SHEET RATING 2 2026.PDF](#)

9.III. Resolution No. 2026-2084 Tolling Agreements

Documents:

[RESOLUTION NO. 2026-2084 TOLLING AGREEMENTS COVER SHEET.PDF](#)  
[RESOLUTION NO. 2026-2084 TOLLING AGREEMENTS.PDF](#)  
[VERIZON SIXTH AMENDED AND RESTATED TOLLING 2026 - SIGNED BY VERIZON.PDF](#)  
[ATT-MO CITIES FIFTH AMENDED AND RESTATED TOLLING AGREEMENT-](#)

2026 -SIGNED BY ATT.PDF  
T-MOBILE FIFTH AMENDED AND RESTATED TOLLING AGREEMENT 2026 -  
SIGNED BY T-MOBILE.PDF  
SPRINT FIFTH AMENDED AND RESTATED TOLLING AGREEMENT 2026 -  
SIGNED BY SPRINT.PDF

9.IV. Resolution No. 2026-2085 Aqua Climb Panel Purchase

Documents:

RESOLUTION NO. 2026-2085 AQUA CLIMB PANEL PURCHASE COVER  
SHEET.PDF  
RESOLUTION NO. 2026-2085 AQUA CLIMB PANEL PURCHASE.PDF  
POOLSIDE ADVENTURE QUOTE.PDF  
LETTER OF RECOMMENDATION.PDF  
PHOTO 1.PDF  
PHOTO 2.PDF  
PHOTO 3.PDF  
PHOTO 4.PDF  
PHOTO 5.PDF

9.V. Special Event Application - Stompin Out Hunger 5K

Documents:

COUNCIL AGENDA COVER SHEET SPECIAL EVENT STOMPIN OUT  
HUNGER 2026.PDF  
2026-0007 STOMPIN OUT HUNGER.PDF

10. STAFF REPORTS/ORGANIZATIONAL BUSINESS

1. City Manager Report
2. Economic/Community Development Report

11. ADJOURNMENT

# City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council  
From:  
Department:  
Date:

**AGENDA ITEM NARRATIVE**

**BACKGROUND**

**SPECIFIC ACTION REQUESTED**

**ATTACHMENTS**

# **Aurora City Council Meeting Minutes**

**Aurora Recreation Center**

**Conference Event Room**

**126 W Hadley Street**

**Aurora, Missouri**

**Tuesday, March 10, 2026 - 6 P.M.**

3/10/2026 - Minutes

1. CALL TO ORDER

6 PM

2. PRAYER AND PLEDGE

Prayer led by Manager Howlett.

Pledge led by Mayor Kennedy.

3. ROLL CALL

Mayor Tony Kennedy - Present

Chairman Pro Tem Lewis - Present

Councilwoman Oplinger - Present

Councilwoman Pettit - Present

Councilman Blades - Present

Quorum is satisfied.

4. PUBLIC COMMENT

None

5. COUNCIL FORUM

Chairman Pro Tem Lewis inquired about a street cut update. Manager Howlett informed the Council that Jason has been driving around doing assessments and will continue to work with Crystal to compare lists of visible street cuts with street cut permits.

Councilwoman Pettit attended the Chamber Banquet. She missed the recent Planning and Zoning meeting. She attended an Aurora Beautification Company meeting last week. Councilwoman Pettit inquired about funding and/or grants for lighting to be placed at the entrance and drive into the recreation center. Manager Howlett informed them that herself and staff are looking at different funding opportunities.

Mayor Kennedy did not attend any meetings.

Councilwoman Oplinger attended the Chamber Banquet.

Councilman Blades did not attend any meetings.

## 6. CONSENT AGENDA

### 6.I. Approval Of Minutes - City Council Regular Session Minutes February 24, 2026

Councilwoman Oplinger made a motion to approve the minutes from the meeting held February 24, 2026. Motion seconded by Councilwoman Pettit. Motion passed with all members voting aye.

### 6.II. February - March 2026 Appropriations

Chairman Pro Tem Lewis made a motion to approve the March 2026 appropriations. Motion seconded by Councilman Blades. Motion passed with all members voting aye.

## 7. OLD BUSINESS

### 7.I. Second Reading Of Ordinance No. 2026-3367 Adopting Ordinance Statutory Updates

Chairman Pro Tem Lewis made a motion to accept Ordinance 2026-3367. Motion seconded by Councilwoman Oplinger. Motion passed with all members voting the following:

KENNEDY - AYE

LEWIS - AYE

OPLINGER - AYE

PETTIT - AYE

BLADES - AYE

### 7.II. First Reading Of Ordinance No. 2026-3368 Procurement Policy Revisions

Councilwoman Pettit made a motion to approve Ordinance 2026-3368. Motion seconded by Chairman Pro Tem Lewis. Motion passed with all members voting aye.

### 7.III. Second Reading Of Ordinance No. 2026-3368 Procurement Policy Revisions

Councilwoman Pettit made a motion to approve Ordinance 2026-3368. Motion seconded by Chairman Pro Tem Lewis. Motion passed with all members voting the following:

KENNEDY - AYE

LEWIS - AYE

OPLINGER - AYE

PETTIT - AYE

BLADES - AYE

## 8. NEW BUSINESS

### 8.I. Resolution No. 2026-2082 Board Of Zoning Adjustment Appointment I. Medlin

Israel Medlin is currently on the Board of Zoning Adjustment, therefore this is a reappointment. Councilwoman Pettit made a motion to accept the reappointment of Israel Medlin on the Board of Zoning Adjustment. Motion

seconded by Councilwoman Oplinger. Motion passed with all members voting aye.

#### 8.II. Resolution No. 2026-2083 Community Partnership Funding Policy

Manager Howlett addressed the Council regarding the Community Partnership Funding Policy. Manager Howlett has spoke with City Attorney Holly Dodge. The Council can adopt this as a policy today without making further decisions. When funds are merited or awarded, then the Council must adopt it as an ordinance. The Constitution prevents using money unless it is considered a public service.

Councilwoman Pettit had concerns over some areas of the Policy being duplicated. She also had concerns over the deadline and when the awards would be given. Manager Howlett addressed the concerns and stated that awards would be given in alignment with what council prefers, while keeping in line with the rules and regulations to finish in the fiscal year. Chairman Pro Tem Lewis has hesitations over the public service and Community partnership. He is aware there are pros and cons both. He has concerns with time involved from Manager Howlett and staff, as well as spending of funds needing policed and monitored. Council would need to gather more knowledge before becoming comfortable with spending the public dollars, while not feeling too intrusive. Manager Howlett informed the Council that money has been allocated for this but nothing has been spent yet. General consensus over supporting the Aurora Downtown Project. Manager Howlett emphasized that money would not be spent without it coming back to Council for approval. Chairman Pro Tem Lewis would like to make sure historically that the money that was handed out did indeed go to where it should have. In essence, he wanting to audit ourselves as the City. Money that has been given to Aurora Downtown Project and similar projects all must be spent the way it was intended. Councilman Blades would like to ensure all money stays local. Councilwoman Pettit would like letters sent to all people that were involved in the community partnership funding in 2024 and ask to verify where that allocated money was spent. Councilman Blades would like a detailed financial statement over the 2024 allotment funds and more details on the Main Street project.

Councilwoman Oplinger made a motion to approve Resolution 2026-2083. Motion seconded by Councilwoman Pettit. Motion failed with members voting the following:

KENNEDY - NAY

LEWIS - NAY

OPLINGER - AYE

PETTIT - NAY

BLADES - NAY

#### 8.III. Special Event Application - Sunset On 66

Applicants, Cassandra Zimmerman and Jonna Pendergrass, are present at the meeting. Special event request is for a 2 day event at the drive-in theater. Car show will be on Saturday and then all attendees will have the option to stay overnight after the movie with camping type options available. On Sunday, registered vehicles will line up and follow an organized route to be led out of Aurora. The route will be leaving the drive-in on Church street, turning right (west) and then at the Elliott light they will turn right and follow that directly out of town. Manager Howlett advised that Church Street and Elliott Street both are state highways and any activity would need to be cleared through MoDOT. The permission that the City would be granting would only involve the actual property within the city limits, being 1601 E Church Street, with the large expected attendance.

Cassandra Zimmerman spoke to the Council and did inform then that her organization has an emergency evacuation plan in place as well as overflow parking and security measures. Chairman Pro Tem Lewis added that he would like to see an emergency action plan in place. Shannon Walker, Chamber director, was present and did inform the Council that this event is on the same weekend as Light the Night, but perhaps they can benefit each other. Manager Howlett informed the applicants that Fire Chief, Greg Hurd, is present at the meeting and would be able to meet with the applicants to create an emergency action plan.

Chairman Pro Tem Lewis made a motion to approve the special event, Sunset on 66, pending an approved emergency action plan approved by the Fire Chief by the end of April. Motion seconded by Councilwoman

Pettit. Motion passed with all members voting aye.

8.IV. Special Event Application - Kadence Harris Scholarship Car Show

Manager Howlett addressed the Council regarding the special event, Kadence Harris Scholarship Car Show. Applicant is not present at the meeting. This is a repeat request that has been before Council for the last several years. Applicant is asking for Fire Department presence, live music, possibly a marching band, auction, food, and crafts. Manager Howlett advised that in previous years, although not requested by the applicant, City Staff did enforce road closures to partially surround Oak Park. Chairman Pro Tem Lewis would also like to see a safety review added particularly if a marching band will be participating in the event. Chairman Pro Tem Lewis made a motion to approve the special event, Kadence Harris Scholarship Car Show, pending approved safety plan with road closures by the end of April. Motion seconded by Councilwoman Oplinger. Motion passed with all members voting aye.

9. STAFF REPORTS/ORGANIZATIONAL BUSINESS

City Manager Report included in agenda.

10. CLOSED SESSION 1-3-13

Mayor Kennedy made a motion to enter into Closed session, time noted 7:06 PM. Motion seconded by Councilwoman Pettit. Motion passed with all members voting the following:

KENNEDY - AYE

LEWIS - AYE

OPLINGER - AYE

PETTIT - AYE

BLADES - AYE

Councilwoman Oplinger made a motion to go out of Closed session at 8:17 PM. Motion seconded by Councilwoman Pettit. Motion passed with all members voting the following:

KENNEDY - AYE

LEWIS - AYE

OPLINGER - AYE

PETTIT - AYE

BLADES - AYE

11. ADJOURNMENT

Councilwoman Oplinger made a motion to adjourn, time noted 8:17 PM. Motion seconded by Chairman Pro Tem Lewis. Motion passed with all members voting aye.

APPROVED

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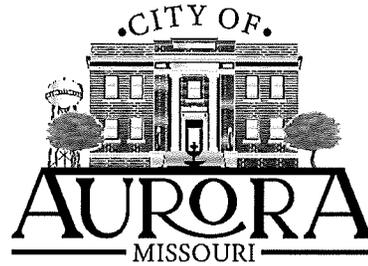
Tony Kennedy, Mayor

ATTEST:

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Kamy Kulow, City Clerk

2 W. PLEASANT ST.  
P.O. BOX 30  
AURORA, MO 65605



PH: 417-678-5121  
FAX: 417-678-6599  
AURORA-CITYHALL.ORG

# EXPENSES FOR APPROVAL

## March 2026

FOR THE 3/24/26 COUNCIL MEETING

INVOICE REGISTER FOR CITY OF AURORA

EXP CHECK RUN DATES 03/25/2026 - 03/25/2026

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
AURO7221002D-23 00001255	ALLGEIER, MARTIN & ASSOCIATES INC ENGINEERING-WHITE TO CROSBY PARK TRAIL 35-40-6560	03/18/2026 jjenkins		14,590.09 14,590.09	14,590.09	Open	N 03/25/2026
70010112 164 00001256	ALLGEIER, MARTIN & ASSOCIATES INC ENGINEERING-LIFT STATION 30-30-6560	03/18/2026 jjenkins		5,571.50 5,571.50	5,571.50	Open	N 03/25/2026
AURO7224001D-9 00001257	ALLGEIER, MARTIN & ASSOCIATES INC ENGINEERING-BIKE/PEDESTRIAN TRAIL 35-40-6560	03/16/2026 jjenkins		17,350.75 17,350.75	17,350.75	Open	N 03/25/2026
184279 00001259	AMERICAN BUSINESS SYSTEMS COPIER CHARGES 10-11-6420	03/10/2026 jjenkins		686.83 686.83	686.83	Open	N 03/25/2026
184128 00001260	AMERICAN BUSINESS SYSTEMS COPIER CHARGES 10-14-6420	03/06/2026 jjenkins		106.32 106.32	106.32	Open	N 03/25/2026
02282026 00001261	AURORA ADVERTISER FINANCIAL STATEMENT 10-15-6000	02/28/2026 jjenkins		236.00 236.00	236.00	Open	N 03/25/2026
02282026 00001262	AURORA ANIMAL CLINIC VET SERVICES 10-27-6092 10-27-6015	02/28/2026 jjenkins		287.50 157.50 130.00	287.50	Open	N 03/25/2026
405000997694 00001252	BRIGHTSPEED PHONE SERVICE 10-21-6070	03/09/2026 jjenkins		217.04 217.04	217.04	Open	N 03/17/2026

INVOICE REGISTER FOR CITY OF AURORA

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
405000997696 00001253	BRIGHTSPEED PHONE SERVICE 10-11-6070	03/09/2026 jjenkins		45.15 45.15	45.15	Open	N 03/17/2026
166494 00001263	BS&A SOFTWARE MERCHANT SERVICES FEE 30-30-6561 10-11-6561	03/17/2026 jjenkins		4,757.20 4,673.16 84.04	4,757.20	Open	N 03/25/2026
48495 00001264	BUTLER, ROSENBURY & PARTNERS ARCHITECTURE-CITY HALL RESTORATION 10-13-65601001	02/28/2026 jjenkins		1,305.13 1,305.13	1,305.13	Open	N 03/25/2026
PA4-02282026 00001265	CARSEN-MITCHELL, INC CONSTRUCTION SERVICES-CITY HALL RESTORAT 10-13-70001001	02/28/2026 jjenkins		107,653.50 107,653.50	107,653.50	Open	N 03/25/2026
03042026 00001266	LIBERTY UTILITIES-EMPIRE DISTRICT ELECTRIC/WATER 10-13-6870 10-13-6872 10-27-6870 35-44-6870 35-44-6872 25-31-6873 25-31-6870 30-30-6870 30-30-6872 35-43-6870 35-43-6872 10-51-6870 10-51-6872 25-32-6870 50-42-6870 50-42-6872	03/04/2026 jjenkins		32,905.95 8,230.54 433.46 154.51 1,860.44 330.08 7,504.67 554.74 7,203.25 3,451.41 47.30 204.79 182.03 197.84 321.12 1,763.91 465.86	32,905.95	Open	N 03/25/2026

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
643 00001250	FIRST GEN ELECTRIC INSTALL ELECTRIC METER 10-13-6560	01/12/2026 jjenkins INSTALL ELECTRIC METER		2,455.78 2,455.78	2,455.78	Open	N 03/17/2026
PG000045613 00001267	GENERAL CODE MAPLINK GO LIVE 10-14-6710	02/28/2026 jjenkins MAPLINK GO LIVE		499.50 499.50	499.50	Open	N 03/25/2026
925670 00001268	GRANDE TIRE CO INC FLAT FIX 10-21-6610	09/29/2025 jjenkins FLAT FIX		15.00 15.00	15.00	Open	N 03/25/2026
55096618.001 00001276	HARRY COOPER SUPPLY SEWER TAP FITTINGS 30-30-6065	03/04/2026 jjenkins SEWER TAP FITTINGS		1,052.01 1,052.01	1,052.01	Open	N 03/19/2026
31930 00001269	HELLER HEAT & AIR INC THERMOSTAT 10-13-6606	03/05/2026 jjenkins THERMOSTAT		97.00 97.00	97.00	Open	N 03/25/2026
412774 00001270	KAY CONCRETE MATERIALS CO CONCRETE 35-40-6430	02/10/2026 jjenkins CONCRETE		197.30 197.30	197.30	Open	N 03/25/2026
32799 00001271	LAUBER MUNICIPAL LAW LEGAL SERVICES-CITY PROSECUTOR 10-12-6560	02/28/2026 jjenkins LEGAL SERVICES-CITY PROSECUTOR		4,140.00 4,140.00	4,140.00	Open	N 03/25/2026
32798 00001272	LAUBER MUNICIPAL LAW LEGAL SERVICES-CITY ATTORNEY 10-12-6560	02/28/2026 jjenkins LEGAL SERVICES-CITY ATTORNEY		5,257.50 5,257.50	5,257.50	Open	N 03/25/2026

INVOICE REGISTER FOR CITY OF AURORA

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
32800 00001273	LAUBER MUNICIPAL LAW LEGAL SERVICES 10-12-6560	02/28/2026 jjenkins LEGAL SERVICES		2,295.00 2,295.00	2,295.00	Open	N 03/25/2026
602796 00001251	LINK MEDIA OUTDOOR I44 BILLBOARD 10-15-6000	03/16/2026 jjenkins I44 BILLBOARD		320.00 320.00	320.00	Open	N 03/18/2026
24427-T001-01 00001274	LOCHNER INC ENGINEERING-AIRPORT ASPHALT 25-32-65601002	03/02/2026 jjenkins ENGINEERING-AIRPORT ASPHALT		27,822.20 27,822.20	27,822.20	Open	N 03/25/2026
24427-T002-01 00001275	LOCHNER INC ENGINEERING-AIRFIELD LIGHTING AND NAV 25-32-65601003	03/02/2026 jjenkins ENGINEERING-AIRFIELD LIGHTING AND NAV		29,106.00 29,106.00	29,106.00	Open	N 03/25/2026
5924 00001279	MANNYS MOTORS BRAKES/ALIGNMENT/OIL CHANGE-VEH 230 10-21-6610	03/04/2026 jjenkins BRAKES/ALIGNMENT/OIL CHANGE-VEH 230		1,375.76 1,375.76	1,375.76	Open	N 03/25/2026
03042026 00001278	MATTHEW LINDSEY BOOT REIMBURSEMENT 10-21-6860	03/04/2026 jjenkins BOOT REIMBURSEMENT		150.00 150.00	150.00	Open	N 03/25/2026
588382 00001292	MAYSE AUTOMOTIVE GROUP MAINTENANCE VEH 222 10-21-6610	02/18/2026 jjenkins MAINTENANCE VEH 222		158.63 158.63	158.63	Open	N 03/25/2026
02282026 00001277	MCI LONG DISTANCE 10-11-6070	02/28/2026 jjenkins LONG DISTANCE		54.68 54.68	54.68	Open	N 03/25/2026

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Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
10292 00001258	ANNA SCHNAUFER REFUND YOUTH SOCCER REGISTRATION 50-42-4942	03/11/2026 jjenkins		40.00 40.00	40.00	Open	N 03/25/2026
3005618-2026 00001283	MO PETROLEUM STORAGE TANK INSURANCE PETROLEUM TANK INSURANCE 25-32-6302	03/19/2026 jjenkins		100.00 100.00	100.00	Open	N 03/25/2026
714448719 00001293	MONTANA SHEYENNE REIMBURSE PAINTING SUPPLIES-PATROL OFFIC 10-21-6606	03/03/2026 jjenkins		132.88 132.88	132.88	Open	N 03/25/2026
03102026 00001245	NEOPOST USA INC POSTAGE 10-11-6550 10-13-6550 10-22-6550 35-40-6550 10-25-6550 10-12-6550 10-21-6550 30-30-6550 25-31-6550 50-42-6550 10-14-6550 10-15-6550	03/10/2026 jjenkins		600.00 6.14 2.22 2.96 1.48 40.98 0.74 11.00 186.16 1.48 2.22 320.20 24.42	600.00	Open	N 03/12/2026
02282026 00001280	O'REILLY AUTO PARTS AUTOMOTIVE ITEMS 10-21-6610 10-22-6610	02/28/2026 jjenkins		91.02 54.74 36.28	91.02	Open	N 03/25/2026
605M 00001281	PRINT SHOP PLUS! GREEN INSPECTION TAGS 10-14-6700	02/26/2026 jjenkins		304.00 304.00	304.00	Open	N 03/25/2026

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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
602M 00001282	PRINT SHOP PLUS! ENVELOPES 10-15-6700 30-30-6700	02/25/2026 jjenkins		206.67 103.34 103.33	206.67	Open	N 03/25/2026
0326 00001284	RANDEE S. STEMMONS MUNICIPAL JUDGE 10-25-6560	03/17/2026 jjenkins		800.00 800.00	800.00	Open	N 03/25/2026
2799 00001285	RECORDER OF DEEDS RECORD DEED-THOMAS & RACHEL BELL 10-51-6604	03/17/2026 jjenkins		24.00 24.00	24.00	Open	N 03/25/2026
2800 00001286	RECORDER OF DEEDS RECORD DEED-JOSEPH & MARY HOOPER 10-51-6604	03/17/2026 jjenkins		24.00 24.00	24.00	Open	N 03/25/2026
2801 00001287	RECORDER OF DEEDS RECORD DEED-TERESA PACE 10-51-6604	03/17/2026 jjenkins		24.00 24.00	24.00	Open	N 03/25/2026
2802 00001288	RECORDER OF DEEDS RECORD DEED-RACHEL BARRETT 10-51-6604	03/17/2026 jjenkins		24.00 24.00	24.00	Open	N 03/25/2026
16279 00001289	SQUIBB MEDIA LLC PUBLIC HEARING-MEDLIN 10-14-6000	03/11/2026 jjenkins		41.06 41.06	41.06	Open	N 03/25/2026
16280 00001290	SQUIBB MEDIA LLC PUBLIC HEARING-HEMAN 10-14-6000	03/11/2026 jjenkins		39.43 39.43	39.43	Open	N 03/25/2026



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Invoice Number Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
576778542 00001249	US BANK EQUIPMENT FINANCE COPIER LEASE 10-21-6420 10-22-6420	03/01/2026 jjenkins		360.71	360.71	Open	N 03/18/2026
		COPIER LEASE		279.17			
		COPIER LEASE		81.54			
VA16526 00001291	VIRTUAL ACADEMY VIRTUAL ACADEMY TRAINING 10-21-6680	03/09/2026 jjenkins		1,344.00	1,344.00	Open	N 03/25/2026
		VIRTUAL ACADEMY TRAINING		1,344.00			
110979554 00001244	WEX BANK FUEL 10-11-6220 10-51-6220 10-22-6220 10-14-6220 35-40-6220 10-27-6220 10-21-6220 25-31-6220 30-30-6220 10-11-4996	02/28/2026 jjenkins		4,471.03	4,471.03	Open	N 03/06/2026
		FUEL		27.08			
		FUEL		155.56			
		FUEL		903.82			
		FUEL		44.02			
		FUEL		332.09			
		FUEL		68.04			
		FUEL		2,733.61			
		FUEL		290.72			
		FUEL		266.59			
		CREDIT CARD REBATES		(350.50)			

# of Invoices:	50	# Due: 50	Totals:	388,635.55	388,635.55
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				388,635.55	388,635.55
* 3 Net Invoices have Credits Totalling:				(495.05)	

--- TOTALS BY FUND ---

10 GENERAL FUND	180,556.73	180,556.73
25 TRANSPORTATION FUND	77,030.50	77,030.50
30 SEWER FUND	88,224.08	88,224.08
35 PARK/STORM WATER CONTROL FUND	36,245.29	36,245.29
50 RECREATION FUND	6,578.95	6,578.95

--- TOTALS BY DEPT/ACTIVITY ---

00	15,114.01	15,114.01
11 ADMINISTRATION	2,630.17	2,630.17
12 COUNCIL	11,693.24	11,693.24

INVOICE REGISTER FOR CITY OF AURORA

EXP CHECK RUN DATES 03/25/2026 - 03/25/2026

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
	13 PUBLIC FACILITIES			120,177.63	120,177.63		
	14 COMMUNITY DEVELOPMENT			4,064.20	4,064.20		
	15 FINANCE & ECON DEVELOP			3,554.60	3,554.60		
	21 POLICE			21,091.29	21,091.29		
	22 FIRE			4,595.92	4,595.92		
	25 MUNICIPAL COURT			1,853.81	1,853.81		
	27 ANIMAL CONTROL			481.22	481.22		
	30 SEWER OPERATIONS			87,207.59	87,207.59		
	31 STREETS			16,057.80	16,057.80		
	32 AIRPORT			57,349.32	57,349.32		
	40 PARK MAINTENANCE			33,416.10	33,416.10		
	42 RECREATION			5,040.99	5,040.99		
	43 SWIMMING POOL			252.09	252.09		
	44 PARK OPERATION			2,190.52	2,190.52		
	51 CEMETERY			1,865.05	1,865.05		

2 W. PLEASANT ST.  
P.O. BOX 30  
AURORA, MO 65605



PH: 417-678-5121  
FAX: 417-678-6599  
AURORA-CITYHALL.ORG

# PAID EXPENSES FOR MARCH

FOR THE 3/24/26 COUNCIL MEETING

INVOICE REGISTER FOR CITY OF AURORA

EXP CHECK RUN DATES 03/18/2026 - 03/18/2026

POSTED AND UNPOSTED

OPEN AND PAID

Invoice Number

Inv Ref #	Vendor Description GL Distribution	Invoice Date Entered By	Due Date	Invoice Amount	Amount Due	Status	Posted Post Date
12312025 00001236	LBO DEVELOPMENT II LLC 4TH QTR 2025 EATS/PILOTS 10-11-4302	03/16/2026 jjenkins		37,986.93	0.00	Paid	Y 03/18/2026
		AURORA MARKETPLACE-EATS-CITY PORTION		37,986.93			
12312025 00001238	LYLA CORNERS DEVELOPMENT LLC 4TH QTR 2025 EATS/PILOTS 10-11-4303	03/16/2026 jjenkins		27,367.74	0.00	Paid	Y 03/18/2026
		LYLA CORNERS-EATS-CITY PORTION		27,367.74			
12312025 00001237	MIKE SEITZ LLC 2025 PILOTS 10-11-4304	03/16/2026 jjenkins		91,786.22	0.00	Paid	Y 03/18/2026
		SILVER MAPLE-PILOTS		91,786.22			
3162026 00001235	US POSTMASTER POSTAGE TO MAIL UTILITY BILLS 30-30-6550 55-55-6550	03/16/2026 jjenkins		3,000.00	0.00	Paid	Y 03/18/2026
		POSTAGE TO MAIL UTILITY BILLS		1,500.00			
		POSTAGE TO MAIL UTILITY BILLS		1,500.00			

# of Invoices: 4 # Due: 0  
 # of Credit Memos: 0 # Due: 0  
 Net of Invoices and Credit Memos:

Totals: 160,140.89 0.00  
 Totals: 0.00 0.00  
 160,140.89 0.00

\* 3 Net Invoices have Credits Totalling:

(5,243.00)

--- TOTALS BY FUND ---

10 GENERAL FUND 157,140.89 0.00  
 30 SEWER FUND 1,500.00 0.00  
 55 SOLID WASTE FUND 1,500.00 0.00

--- TOTALS BY DEPT/ACTIVITY ---

11 ADMINISTRATION 157,140.89 0.00  
 30 SEWER OPERATIONS 1,500.00 0.00  
 55 SOLID WASTE OPERATION 1,500.00 0.00

# City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council  
From:  
Department:  
Date:

**AGENDA ITEM NARRATIVE**

**BACKGROUND**

**SPECIFIC ACTION REQUESTED**

**ATTACHMENTS**

*Office of Mayor Tony Kennedy*

*and the*

*Aurora City Council*

**City of Aurora, Missouri**

# Proclamation



**WHEREAS,** the City of Aurora, the Aurora R-8 School District, the Teton Science Center, Ozarks Teacher Corps, the Community Foundation of the Ozarks, Youth Empowerment Project, and the Aurora Community are united in their shared commitment to welcoming and supporting the next generation of educators; and

**WHEREAS,** on Friday, March 27, 2026, these future educators will visit Aurora to experience firsthand the character, hospitality, and spirit that define our special rural community; and

**WHEREAS,** this visit provides an opportunity to showcase the value of place-based education and to demonstrate how learning is enriched through strong community connections and local pride; and

**WHEREAS,** the City of Aurora is proud to celebrate and honor the meaningful contributions of those who choose to live, work, and serve in rural America; and

**WHEREAS,** this occasion encourages the sharing of stories, the appreciation of our history, the strengthening of community partnerships, and the fostering of open and meaningful dialogue.

**NOW, THEREFORE,** I, Tony Kennedy, Mayor of the City of Aurora, Missouri, hereby proclaim Friday, March 27, 2026, as a day of welcome and celebration in Aurora, and invite all residents to join in extending a warm reception to the Ozarks Teacher Corps as they experience our community and pride of being Houn' Dawgs – because in Aurora, ALL ROADS LEAD HOME.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the official seal of The City of Aurora to be affixed on this 24<sup>th</sup> day of March, 2026.

\_\_\_\_\_  
Tony Kennedy, Mayor

\_\_\_\_\_  
Jason Lewis, Chairman Pro Tem

\_\_\_\_\_  
Dawn Oplinger, Councilwoman

\_\_\_\_\_  
Theresa Pettit, Councilwoman

\_\_\_\_\_  
Josh Blades, Councilman

ATTEST: \_\_\_\_\_  
Kamy Kulow, City Clerk

# **City of Aurora Agenda Item Cover Sheet**

To: City of Aurora, Mayor and City Council  
From:  
Department:  
Date:

**AGENDA ITEM NARRATIVE**

**BACKGROUND**

**SPECIFIC ACTION REQUESTED**

**ATTACHMENTS**

## *2026-2027 Contingent Street List for Paving*

Rating- 1-10 (1- being priority)

Street / Location	Work Type (Repave / Crack Seal / Patch)	Rating (1-10)	Notes
West Tyndall		1	
Mill		2*	A lot of stormwater work to be done before paving.
West High		2	
Sunset/Truman/Beretta		3	
Highland to Meadowood		4	
South Lincoln		5	
Union -Porter to Hudson		6	
Rock St.		7	
Walnut -McPhail to Hudson		8	
West Summit		9	
West Cresent		10	

## Street Inspection & Maintenance Sheet 2026

Rating Scale: 1 = Good | 10 = Needs Major Work

Street / Location	Work Type (Repave / Crack Seal / Patch)	Rating (1-10)	Notes
Highland/Meadow wood	Repave	9	
Sunset/Truman/Beretta Court	Repave	9	
South Lincoln	Repave	7	
Terrace	Crack seal		save street
Sunshine	Crack seal		Save street
Lakeview	Crack seal		Save street
Hadley/West End	Crack seal		Save street
Adams	Crack seal		Save street
Jefferson	Crack seal		Save street
Plum - Jefferson to Madison	Crack seal		Save street
826 Highland Dr	Patch		
819 sunshine	Patch		
821 sunshine	Patch		
138 Springfeild	Patch		
905 Kirby	Patch		
209 Pleasant	Patch		



## Street Inspection & Maintenance Sheet

Rating Scale: 1 = Good | 10 = Needs Major Work

Street / Location	Work Type (Repave / Crack Seal / Patch)	Rating (1-10)	Notes
West Tyndall	Repave	10	
Mill St.	Repave	10	
West High	Repave	9	
East High	Repave	9	
Samuel Court	repave	8	
Hayley	Repave	8	
McNatt	Repave	7	
Wilson St	Repave	7	
Lewis Shaw	Repave	6	
Washington Olive to Locust	Repave	6	
West Crescent	Repave	6	
West Summit	Repave	5	
East Summit	Repave	5	
Lee St	Repave	4	
Industrial Road	crack, seal		Regular maintenance
Lovers Lane	Crack, seal		Save street
West Cline	Crack seal		Save street
Hawthorne	Crack seal		Save street

East Cline	Crack seal		Safe street
West Delta	Crack seal		Safe street
East Delta	Crack seal		Regular maintenance
East Myrtle	Crack seal		Regular maintenance
West Myrtle	Crack seal		Save street
East Tyndall	Crack seal		Regular maintenance
East Cofield	Crack seal		Regular maintenance
West Cofield	Crack seal		Safe street
East Crescent	Crack seal		Regular maintenance
North Hudson	Crack seal		Regular maintenance
North Park	Crack seal		Regular maintenance
North Rinker	Crack seal		Regular maintenance
Windsor	Crack seal		Regular maintenance
Morgan	Crack seal		Save street
North Adams	Crack seal		Save street
North Harrison	Crack seal		Safe street
North Roosevelt	Crack seal		Regular maintenance
North, carnation	Crack seal		Save street

Park Terrace	Crack Seal		Save street
Roosevelt	Crack seal		Regular maintenance
Lincoln	Crack seal		Save street
Harrison	Crack seal		Regular maintenance

## Street Inspection & Maintenance Sheet

Rating Scale: 1 = Good | 10 = Needs Major Work

Street / Location	Work Type (Repave / Crack Seal / Patch)	Rating (1-10)	Notes
Benton Street	Repave		
Pin oak	Patch		
Highland and Wolf Road	Patch		
Sycamore	Repair at sink hole and repave		
Rock Street east of Park to Rinker	Repave		
McPhail and Pearl	Patch		
Elm to Hadley	Repave		
McPhail south of Hadley to Walnut	Repave		
Walnut Hudson to McPhail	Repave		
Hadley McPhail to Hudson	Repave		
Fogle drive to Irene	Repave		
Reni	Repave		
Howard Dr	Repave		
Prospect to North side of Kirkwood	Repave		
Union Porter to	Repave		

Hudson			
Hart St., Alley to Glendale	Repave		
Kirkwood Park to Hudson	Repave		
Hadley Elliott to Hudson	Repave		
Springfeild Hudson to Oak	Repave		
Plum to Hadley Street	Repave		
Rinker Hadley to Walnut	Repave		
Park walnut to Hadley	Repave		
Silver maple	Crack, seal		
Highland business 60 to Wolf Road	Crack seal		
Wolf Road 260	Crack, seal		
Walnut	Crack seal		
Highland west of Hudson	Crack seal		
Park Street	Crack, seal		
Rock Street west of Park to Elliot	Crack, seal		
Hudson South of Highland	Crack seal		
Springfeild east of Hudson	Crack seal		

## Street Inspection & Maintenance Sheet

Rating Scale: 1 = Good | 10 = Needs Major Work

Street / Location	Work Type (Repave / Crack Seal / Patch)	Rating (1-10)	Notes
Jay Court	Crack, seal		
Oak Drive to Porter	Crack seal		
Porter to Glendale	Crack seal		
Porter to union	Crack seal		
Glendale Hudson to park	Crack seal		
Park Street to Brittney Court, South	Crack, seal		
Brittany Court	Crack, seal		
Plum Rinker to Elliott	Crack seal		
Pearl Elliott to Hudson	Crack seal		
Springfeild Oak to Elliott	Crack seal		
St. Louis Elliott to Price Cutter	Crack seal		
St. Louis price cutter to Hudson	Crack seal		
Griffith	Crack seal		
Pearl	Crack seal		

McPhail to Elm	Crack seal		
McPhail walnut to Kirkwood	Crack seal		
Kirkwood McPhail to Hudson	Crack seal		
Elm Hudson to McPhail	Crack seal		
Carol Court	Crack, seal		
Southern Heights	Crack seal		
Fox	Crack seal		
Prospect to Elliott	Patch and crack seal		
Porter Prospect to Glendale	Crack seal		

## Street Inspection & Maintenance Sheet

Rating Scale: 1 = Good | 10 = Needs Major Work

Street / Location	Work Type (Repave / Crack Seal / Patch)	Rating (1-10)	Notes
Adams	Crack seal		Save street
Washington locust to Church	Crack seal		Regular maintenance
Madison Olive to Pleasant	Crack seal		Save street
Madison Church to college	Crack seal		Regular maintenance
Jefferson	Crack seal		Save street
Park	Crack seal		Save street
Oak	Crack seal		Regular maintenance
Rinker	Crack seal		Save street
East College	Crack seal		Regular maintenance
East Locust	Crack seal		Save street
East Olive	Crack seal		Regular maintenance
West Locust	Crack seal		Save street
West Pleasant	Crack seal		Save street
West College	Crack seal		Regular maintenance
Countryside	Crack seal		Regular



# City of Aurora Agenda Item Cover Sheet

To: City of Aurora, Mayor and City Council  
From:  
Department:  
Date:

**AGENDA ITEM NARRATIVE**

**BACKGROUND**

**SPECIFIC ACTION REQUESTED**

**ATTACHMENTS**

## RESOLUTION NO. 2026-2084

### **A RESOLUTION OF THE CITY OF AURORA, MISSOURI, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE TOLLING AGREEMENTS AND GRANTING FURTHER AUTHORITY**

**WHEREAS**, the City of Aurora, Missouri (the "City"), has initiated audits to determine the existence or extent of possible underpayment of the gross receipts license tax in Chapter 615 of the Municipal Code of the City of Aurora, Missouri by persons or entities subject to such tax operating in the City ("Audits"); and

**WHEREAS**, the City and Cello Partnership d/b/a Verizon Wireless ("Verizon"), along with Verizon's affiliates, desire to enter into a tolling agreement, as more fully described in Exhibit 1 attached hereto ("Verizon Tolling Agreement"), and the Council finds it in the best interest of the City to enter into such tolling agreement; and

**WHEREAS**, the City and the New Cingular Wireless PCS, LLC, a/k/a AT&T Mobility and Southwestern Bell Telephone Company (collectively "AT&T"), desire to enter into a tolling agreement, as more fully described in Exhibit 2 attached hereto ("AT&T Mobility Tolling Agreement"), and the Council finds it in the best interest of the City to enter into such tolling agreement; and

**WHEREAS**, the City and T-Mobile LLC, a Delaware limited liability company ("T-Mobile Central") on behalf of itself and T-Mobile Central's affiliates (collectively, "T-Mobile"), desire to enter into a tolling agreement, as more fully described in Exhibit 3 attached hereto ("T-Mobile Central Tolling Agreement"), and the Council finds it in the best interest of the City to enter into such tolling agreement; and

**WHEREAS**, the City and Sprint Spectrum LLC, a Delaware limited liability company ("Sprint Spectrum"), successor in interest to Sprint Spectrum LP, on behalf of itself and Spring Spectrum's affiliates (collectively, "Sprint"), desire to enter into a tolling agreement, as more fully described in Exhibit 4 attached hereto ("Sprint Tolling Agreement"), and the Council finds it in the best interest of the City to enter into such tolling agreement; and

**WHEREAS**, while conducting Audits, the City may require additional tolling agreements with other persons or entities subject to the City's gross receipts license tax, and the Council finds it in the best interest of the City to enter into such tolling agreements substantially the same as Exhibits 1,2,3 and 4; and

**WHEREAS**, while conducting the Audit, the City may be required, as authorized by law, to compel by subpoena the production of books, papers, and other evidence for the purpose of investigating the existence or extent of possible underpayment of the gross receipts license tax.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA:**

**Section 1.** The City Council hereby authorizes the City Manager to execute on behalf of the City the Verizon Tolling Agreement, substantially in the form attached hereto as "Exhibit 1", authorizes the City Manager to execute on behalf of the City the AT&T Mobility Tolling Agreement, substantially in the form attached hereto as "Exhibit 2", authorizes the City Manager to execute on behalf of the City the T-Mobile Central Tolling Agreement, substantially in the form attached hereto as "Exhibit 3", authorizes the City Manager to execute on behalf of the City the Sprint Tolling Agreement, substantially in the form attached hereto as "Exhibit 4", and hereby further authorizes the City Manager to execute on behalf of the City tolling agreements substantially in the form of Exhibits 1,2,3 and 4 with other persons or entities subject to the City's gross receipts license tax as required during the Audits.

**Section 2.** Pursuant to Chapters 605 and 615 of the Municipal Code of the City of Aurora, Missouri, among other authorities, the City Council hereby authorizes the City Manager and City Clerk as the City License Officer as necessary during the Audits to issue and compel by subpoena the production of such person's or entity's books, papers, and other evidence for the purpose of investigating the existence or extent of possible underpayment of the gross receipts license tax.

**Section 3.** The City Council hereby authorizes the City Manager and Special Legal Counsel to take all further actions as may be necessary to carry out the intent of this Resolution and the Audits.

**Section 4.** The recitals contained above are incorporated in this Resolution as if fully set forth herein.

**Section 5.** This Resolution is adopted and shall be in full force and effect on and after its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 24<sup>th</sup> DAY OF MARCH 2026.**

**APPROVED:**

---

Tony Kennedy, Mayor

**ATTEST:**

---

Kamy Kulow, City Clerk

## SIXTH AMENDED AND RESTATED TOLLING AGREEMENT

THIS SIXTH AMENDED AND RESTATED TOLLING AGREEMENT ("Agreement") is made by and between Cellco Partnership d/b/a Verizon Wireless ("Cellco"), on behalf of itself and its Affiliates, as defined below (collectively, "Verizon"), and each of the Missouri cities identified in Table 1 below that have executed this Agreement (each, a "City" and, collectively, the "Cities"). Verizon and each City are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

### Recitals

**WHEREAS**, each of the Cities has a form of gross receipts or license tax pursuant to various ordinances ("License Tax"); and

**WHEREAS**, the Cities believe there is a possible underpayment of the License Tax by Verizon that could give rise to certain enforcement actions or claims against Verizon; and

**WHEREAS**, the Parties wish to postpone or avoid the inconvenience, expense, and distraction of possible litigation by the Cities against Verizon, while fully preserving any rights of the Cities as to the Tolloed Claims that may exist prior to the Tolling Period (all as defined below in this Agreement) to commence legal action against Verizon, which, but for this Agreement, might otherwise be time-barred or limited in any way by any applicable statute of limitations, laches, and other possible time-bars and defenses based in whole or in part on the time which may elapse during the Tolling Period established herein (all of which time-bars and defenses, including, the statute of limitations and laches, are referred to as "Time Defenses"); and

**WHEREAS**, neither Verizon nor the Cities, by entering into this Agreement, make any statement as to the merit or extent of merit of any claims, damages, or defenses (including the Time Defenses) and the Cities and Verizon agree that each individual entity has the power and authority to enter into this Agreement and no other parties are necessary to join herein in order to toll the statute of limitations and other Time Defenses and make this Agreement enforceable;

**WHEREAS**, the Parties have previously entered into separate tolling agreements regarding these matters and now desire to amend and restate such agreements; and

**WHEREAS**, Cellco is entering into this agreement on its own behalf, as successor by merger to Verizon Wireless (VAW) LLC, and on behalf of certain of its commonly controlled affiliated entities, namely, Alltel Corporation (on its own behalf and as successor by merger to Alltel Communications, LLC), Missouri 4 RSA Limited Partnership, and St. Joseph CellTelCo (collectively, the "Affiliates");

**NOW, THEREFORE**, in consideration of the mutual commitments herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### Terms and Conditions

1. With respect to any and all claims, causes of action or remedies of each of the Cities, known or unknown, relating to, arising out of, or in connection with each City's License Tax,

including but not limited to claims for delinquent taxes, interest, penalties, and attorney fees, declaratory judgment and injunctive relief, accounting, violation of statute, or any other claims, offsets, or causes of action whatsoever (collectively, the “Tolled Claims”), the Parties hereby stipulate that any applicable statute of limitations or other Time Defenses applicable to the Tolled Claims shall be deemed tolled for the period from the tolling inception date stated in **Table 1** below with respect to each City and Verizon until the earlier of: (a) the termination of this Agreement by either one or more of the Cities or Verizon in accordance with the terms and conditions of this Agreement; or (b) July 31, 2026, unless extended in writing by the Parties, hereinafter such period to be known as the “Tolling Period.” For purposes of clarity, the tolling of the statute of limitations and other Time Defenses during the Tolling Period shall survive the Tolling Period and any termination hereof, such that any Tolled Claim which would have been barred or limited in any way as a result of any statute of limitations or other Time Defense may be brought by one or more of the Cities without regard to any expiration of time that occurs during the Tolling Period, and Verizon may not hereinafter assert in any action between the Parties or otherwise the expiration of the statute of limitations or other Time Defense occurring during or as to the passage of time within the Tolling Period as a defense to any such Tolled Claim.

**Table 1:**

<b>City</b>	<b>Tolling Inception Date for Verizon</b>
Aurora	3/31/2020
Butler	3/31/2020
Cameron	8/16/2017
Columbia	3/30/2020
Grandview	7/12/2018
Green Park	3/31/2020
Joplin	3/31/2020
Kirkwood	7/12/2018
Ladue	3/31/2020
Lee’s Summit	7/12/2018
Liberty	3/31/2020
Malden	3/31/2020
Manchester	3/31/2020
Maryville	3/31/2020
Moberly	10/5/2017
Monett	7/3/2019
Neosho	3/31/2020
Overland	3/31/2020
Platte City	3/31/2020
Raytown	3/31/2020
Riverside	3/31/2020
Springfield	3/31/2020
St. Joseph	3/31/2020
Webster Groves	7/12/2018
Wentzville	3/31/2020

<b>City</b>	<b>Tolling Inception Date for Verizon</b>
Woodson Terrace	3/31/2020

2. Any one or more of the Cities may terminate the Tolling Period prior to its expiration by giving Verizon at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period, and such action shall not affect the Tolling Period for the remainder of the Cities. Verizon may terminate the Tolling Period prior to its expiration with respect to one or more of the Cities by giving each affected City at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period. Any written notice of termination shall specify the termination date, otherwise the termination shall be ineffective. Any applicable statute of limitations or other Time Defenses which apply to the Tolled Claims shall begin to run again from the specified date of termination or expiration of the Tolling Period, whichever occurs first. Prior to the specified date of termination or expiration of this Agreement, the Cities and Verizon agree not to file any cause of action against the other relating to the Tolled Claims.

3. Nothing in this Agreement shall be construed as an admission of any fault, liability, or wrongdoing by or relating to any person and nothing herein shall be deemed to limit any obligation or liability of any of the Parties, or any defense other than Time Defense tolled during this Agreement, including during the Tolling Period, that may exist.

4. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts constituting one Agreement. The exchange of copies of this Agreement and of signature pages electronically or by physical delivery of hard copy shall constitute effective execution and delivery of this Agreement.

5. Any and all notices under this Agreement shall be in writing, and shall be addressed and provided to the Parties by email and physical delivery to the following:

To the David A. Streubel  
Cities: Greg H. Dohrman  
Cunningham Vogel & Rost, P.C.  
3660 S. Geyer Rd., Suite 340  
St. Louis, MO 63127  
dave@municipalfirm.com  
greg@municipalfirm.com  
Special Legal Counsel for Cities

To Cellco Partnership d/b/a Verizon Wireless  
Verizon: One Verizon Way, Mailcode DM  
Attention: Counsel - Tax  
Basking Ridge, NJ 07920-1025  
Leigh.Schachter@verizonwireless.com  
Brian.Meade@verizon.com

6. The rights and obligations of the Parties created by this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law.

7. This Agreement may not be amended, modified, or supplemented to affect all Parties to this Agreement, except in writing duly executed and delivered by the Parties. Any one or more of the Cities and Verizon may amend, modify, or supplement this Agreement in writing duly executed and delivered by all parties to be bound by such writing, but such action shall not be binding upon the remaining, non-executing Parties.

8. This Agreement constitutes the full and complete agreement of the Parties concerning the subject matter of the Agreement, and there are no covenants, conditions, or terms other than those expressly set forth in this Agreement.

9. This Agreement shall be effective between an individual City and Verizon on the date of the last signature of such Party, regardless of whether all Parties have executed this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date below written.

**CELLCO PARTNERSHIP d/b/a  
Verizon Wireless**

By:  \_\_\_\_\_

Name: Christopher M. Jentile

Title: VP & Deputy General Counsel

Date: 2/10/2026

*[Signature pages for Cities on following pages.]*

**CITY OF AURORA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BUTLER**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CAMERON**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COLUMBIA**

**By:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF GRANDVIEW**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GREEN PARK**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF JOPLIN**

**By:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF KIRKWOOD**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LADUE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LEE'S SUMMIT**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LIBERTY**

**By:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF MALDEN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MANCHESTER**

**By:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF MARYVILLE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MOBERLY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MONETT**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF NEOSHO**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF OVERLAND**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PLATTE CITY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RAYTOWN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RIVERSIDE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SPRINGFIELD**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ST. JOSEPH**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WEBSTER GROVES**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WENTZVILLE**

**By:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF WOODSON TERRACE**

**By:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **FIFTH AMENDED AND RESTATED TOLLING AGREEMENT**

THIS FIFTH AMENDED AND RESTATED TOLLING AGREEMENT (“Agreement”) is made by and between New Cingular Wireless PCS, LLC, a/k/a AT&T Mobility and Southwestern Bell Telephone Company (collectively “AT&T”), parties of the first part, and each of the Missouri cities identified in Table 1 below that have executed this Agreement (collectively “Cities”), parties of the second part. AT&T and the Cities are collectively referred to herein as the “Parties.”

### **Recitals**

**WHEREAS**, each of the Cities has a form of gross receipts or license tax pursuant to various ordinances (“License Tax”); and

**WHEREAS**, the Cities believe there is a possible underpayment of the License Tax by AT&T that could give rise to certain enforcement actions or claims against AT&T; and

**WHEREAS**, the Parties wish to postpone or avoid the inconvenience, expense, and distraction of possible litigation by the Cities against AT&T, while fully preserving any rights of the Cities as to the Tolloed Claims that may exist prior to the Tolling Period (all as defined below in this Agreement) to commence legal action against AT&T, which, but for this Agreement, might otherwise be time-barred or limited in any way by any applicable statute of limitations, laches, and other possible time-bars and defenses based in whole or in part on the time which may elapse during the Tolling Period established herein (all of which time-bars and defenses, including, the statute of limitations and laches, are referred to as “Time Defenses”); and

**WHEREAS**, neither AT&T nor the Cities, by entering into this Agreement, make any statement as to the merit or extent of merit of any claims, damages, or defenses (including the Time Defenses) and the Cities and AT&T agree that each individual entity has the power and authority to enter into this Agreement and no other parties are necessary to join herein in order to toll the statute of limitations and other Time Defenses and make this Agreement enforceable; and

**WHEREAS**, the Parties have previously entered into separate tolling agreements regarding these matters and now desire to amend and restate such agreements;

**NOW, THEREFORE**, in consideration of the mutual commitments herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Terms and Conditions**

1. With respect to any and all claims, causes of action or remedies of each of the Cities, known or unknown, relating to, arising out of, or in connection with each city’s License Tax, including but not limited to claims for delinquent taxes, interest, penalties, and attorney fees, declaratory judgment and injunctive relief, accounting, violation of statute, or any other claims, offsets, or causes of action whatsoever (collectively, the “Tolloed Claims”), the Parties hereby stipulate that any applicable statute of limitations or other Time Defenses applicable to the Tolloed Claims shall be deemed tolled for the period from the tolling inception date stated in Table 1 below with respect to each city and AT&T company until the earlier of: (a) the termination of this

Agreement by either one or more of the Cities or one or more of the AT&T companies in accordance with the terms and conditions of this Agreement; or (b) the expiration of this Agreement on January 31, 2027, unless extended in writing by the Parties, hereinafter such period to be known as the “Tolling Period.” For purposes of clarity, the tolling of the statute of limitations and other Time Defenses during the Tolling Period shall survive the Tolling Period and any termination or expiration hereof, such that any Tolled Claim which would have been barred or limited in any way as a result of any statute of limitations or other Time Defense may be brought by one or more of the Cities without regard to any expiration of time that occurs during the Tolling Period, and AT&T may not hereinafter assert in any action between the Parties or otherwise the expiration of the statute of limitation or other Time Defense occurring during or as to the passage of time within the Tolling Period as a defense to any such Tolled Claim.

**Table 1:**

City	Tolling Inception Dates for:	
	New Cingular Wireless PCS, LLC	Southwestern Bell Telephone Company
Aurora	3/4/2020	3/4/2020
Butler	5/3/2018	5/3/2018
Cameron	8/15/2017	3/4/2020
Columbia	5/25/2018	5/25/2018
Grandview	5/25/2018	5/25/2018
Green Park	3/4/2020	3/4/2020
Joplin	9/21/2017	9/21/2017
Kirkwood	7/11/2018	7/11/2018
Ladue	6/8/2017	3/4/2020
Lee's Summit	6/23/2017	6/23/2017
Liberty	6/8/2017	3/4/2020
Malden	3/4/2020	3/4/2020
Manchester	3/4/2020	3/4/2020
Maryville	3/4/2020	3/4/2020
Moberly	9/18/2017	9/18/2017
Monett	7/3/2019	7/3/2019
Neosho	3/4/2020	3/4/2020
Overland	5/2/2017	5/2/2017
Platte City	3/4/2020	3/4/2020
Raytown	3/4/2020	3/4/2020
Riverside	3/4/2020	3/4/2020
Springfield	3/27/2018	3/27/2018
St. Joseph	4/7/2017	3/4/2020
Webster Groves	5/3/2018	5/3/2018
Wentzville	3/4/2020	3/4/2020
Woodson Terrace	3/4/2020	3/4/2020

2. Any one or more of the Cities may terminate the Tolling Period prior to its expiration with respect to either or both of the AT&T companies by giving the affected company or companies at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period, and such action shall not affect the Tolling Period for the remainder of the Cities. Either or both of the AT&T companies may terminate the Tolling Period prior to its expiration with respect to such company and one or more of the Cities by giving each affected city at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period. Any written notice of termination shall specify the termination date, otherwise the termination shall be ineffective. Any applicable statute of limitations or other Time Defenses which apply to the Tolloed Claims shall begin to run again from the specified date of termination or expiration of the Tolling Period, whichever occurs first. Prior to the specified date of termination or expiration of this Agreement, the Cities and AT&T agree not to file any cause of action against the other relating to the Tolloed Claims.

3. Nothing in this Agreement shall be construed as an admission of any fault, liability, or wrongdoing by or relating to any person and nothing herein shall be deemed to limit any obligation or liability of any of the Parties, or any defense other than Time Defense tolled during this Agreement, including during the Tolling Period, that may exist.

4. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts constituting one Agreement. The exchange of copies of this Agreement and of signature pages electronically or by physical delivery of hard copy shall constitute effective execution and delivery of this Agreement.

5. Any and all notices under this Agreement shall be in writing, and shall be addressed and provided to the Parties by email and physical delivery to the following:

To the  
Cities: David A. Streubel  
Greg H. Dohrman  
Cunningham Vogel & Rost, P.C.  
3660 S. Geyer Rd., Suite 340  
St. Louis, MO 63122  
dave@municipalfirm.com  
greg@municipalfirm.com  
Special Legal Counsel for Cities

To Scott Adams  
AT&T: AVP Tax  
208 S. Akard St., Room 1848  
Dallas, TX 75202  
sa245q@att.com

Susan Halpern  
AVP-Senior Legal Counsel  
Room 3A155  
One AT&T Way  
Bedminster, New Jersey 07921  
sh2487@att.com

Robert J. Wagner  
Thompson Coburn LLP  
One U.S. Bank Plaza  
St. Louis, Missouri 63101  
rwagner@thompsoncoburn.com  
Counsel for AT&T

6. The rights and obligations of the Parties created by this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law.

7. This Agreement may not be amended, modified, or supplemented to affect all Parties to this Agreement, except in writing duly executed and delivered by the Parties. Any one or more of the Cities and either or both of the AT&T companies may amend, modify, or supplement this Agreement in writing duly executed and delivered by all parties to be bound by such writing, but such action shall not be binding upon the remaining, non-executing Parties.

8. This Agreement constitutes the full and complete agreement of the Parties concerning the subject matter of the Agreement, and there are no covenants, conditions, or terms other than those expressly set forth in this Agreement.

9. This Agreement shall be effective between an individual city and each of the AT&T companies on the date of the last signature of such party, regardless of whether all Parties have executed this Agreement.

*[Remainder of page left blank. Signature pages to follow.]*

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date below written.

**NEW CINGULAR WIRELESS PCS, LLC,  
A/K/A AT&T MOBILITY**

By: Scott Adams  
Name: Scott Adams  
Title: AVP-Tax  
Date: 1/29/2026

**SOUTHWESTERN BELL TELEPHONE  
COMPANY**

By: Scott Adams  
Name: Scott Adams  
Title: AVP-Tax  
Date: 1/29/2026

**CITY OF AURORA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BUTLER**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CAMERON**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COLUMBIA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GRANDVIEW**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GREEN PARK**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF JOPLIN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF KIRKWOOD**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LADUE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LEE'S SUMMIT**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LIBERTY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MALDEN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MANCHESTER**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MARYVILLE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MOBERLY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MONETT**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF NEOSHO**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF OVERLAND**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PLATTE CITY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RAYTOWN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RIVERSIDE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SPRINGFIELD**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ST. JOSEPH**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WEBSTER GROVES**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WENTZVILLE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WOODSON TERRACE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **FIFTH AMENDED AND RESTATED TOLLING AGREEMENT**

THIS FIFTH AMENDED AND RESTATED TOLLING AGREEMENT (“Agreement”) is made by and between T-Mobile Central LLC, a Delaware limited liability company (“T-Mobile Central”), on behalf of itself and T-Mobile Central’s affiliates (collectively, “T-Mobile”), party of the first part, and each of the Missouri cities identified in **Table 1** below that have executed this Agreement (collectively “Cities”), parties of the second part. T-Mobile and the Cities are collectively referred to herein as the “Parties.”

### **Recitals**

**WHEREAS**, each of the Cities has a form of gross receipts or license tax pursuant to various ordinances (“License Tax”); and

**WHEREAS**, the Cities believe there is a possible underpayment of the License Tax by T-Mobile that could give rise to certain enforcement actions or claims against T-Mobile; and

**WHEREAS**, the Parties wish to postpone or avoid the inconvenience, expense, and distraction of possible litigation by the Cities against T-Mobile, while fully preserving any rights of the Cities as to the Tolled Claims that may exist prior to the Tolling Period (all as defined below in this Agreement) to commence legal action against T-Mobile, which, but for this Agreement, might otherwise be time-barred or limited in any way by any applicable statute of limitations, laches, and other possible time-bars and defenses based in whole or in part on the time which may elapse during the Tolling Period established herein (all of which time-bars and defenses, including, the statute of limitations and laches, are referred to as “Time Defenses”); and

**WHEREAS**, neither T-Mobile nor the Cities, by entering into this Agreement, make any statement as to the merit or extent of merit of any claims, damages, or defenses (including the Time Defenses) and the Cities and T-Mobile agree that each individual entity has the power and authority to enter into this Agreement and no other parties are necessary to join herein in order to toll the statute of limitations and other Time Defenses and make this Agreement enforceable; and

**WHEREAS**, the Parties have previously entered into separate tolling agreements regarding these matters and now desire to amend and restate such agreements;

**NOW, THEREFORE**, in consideration of the mutual commitments herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Terms and Conditions**

1. With respect to any and all claims, causes of action or remedies of each of the Cities, known or unknown, relating to, arising out of, or in connection with each city’s License Tax, including but not limited to claims for delinquent taxes, interest, penalties, and attorney fees, declaratory judgment and injunctive relief, accounting, violation of statute, or any other claims, offsets, or causes of action whatsoever (collectively, the “Tolled Claims”), the Parties hereby stipulate that any applicable statute of limitations or other Time Defenses applicable to the Tolled Claims shall be deemed tolled for the period from the tolling inception date stated in **Table 1** below with respect to each city and T-Mobile until the earlier of: (a) the termination of this Agreement

by either one or more of the Cities or T-Mobile in accordance with the terms and conditions of this Agreement; or (b) the expiration of this Agreement on January 31, 2027, unless extended in writing by the Parties, hereinafter such period to be known as the “Tolling Period.” For purposes of clarity, the tolling of the statute of limitations and other Time Defenses during the Tolling Period shall survive the Tolling Period and any termination or expiration hereof, such that any Tolleed Claim which would have been barred or limited in any way as a result of any statute of limitations or other Time Defense may be brought by one or more of the Cities without regard to any expiration of time that occurs during the Tolling Period, and T-Mobile may not hereinafter assert in any action between the Parties or otherwise the expiration of the statute of limitations or other Time Defense occurring during or as to the passage of time within the Tolling Period as a defense to any such Tolleed Claim.

**Table 1:**

<b>City</b>	<b>Tolling Inception Date for T-Mobile</b>
Aurora	3/31/2020
Butler	3/31/2020
Cameron	7/5/2017
Columbia	3/31/2020
Green Park	3/31/2020
Joplin	9/21/2017
Kirkwood	3/31/2020
Ladue	6/8/2017
Liberty	6/8/2017
Malden	3/31/2020
Manchester	3/31/2020
Maryville	3/31/2020
Moberly	3/31/2020
Monett	3/31/2020
Neosho	3/31/2020
Overland	5/2/2017
Platte City	3/31/2020
Raytown	3/31/2020
Riverside	3/31/2020
St. Joseph	3/16/2017
Wentzville	3/31/2020
Woodson Terrace	3/31/2020

2. Any one or more of the Cities may terminate the Tolling Period prior to its expiration by giving T-Mobile at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period, and such action shall not affect the Tolling Period for the remainder of the Cities. T-Mobile may terminate the Tolling Period prior to its expiration with respect to one or more of the Cities by giving each affected city at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period. Any written notice of termination shall specify the termination

date, otherwise the termination shall be ineffective. Any applicable statute of limitations or other Time Defenses which apply to the Tolled Claims shall begin to run again from the specified date of termination or expiration of the Tolling Period, whichever occurs first. Prior to the specified date of termination or expiration of this Agreement, the Cities and T-Mobile agree not to file any cause of action against the other relating to the Tolled Claims.

3. Nothing in this Agreement shall be construed as an admission of any fault, liability, or wrongdoing by or relating to any person and nothing herein shall be deemed to limit any obligation or liability of any of the Parties, or any defense other than Time Defense tolled during this Agreement, including during the Tolling Period, that may exist.

4. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts constituting one Agreement. The exchange of copies of this Agreement and of signature pages electronically or by physical delivery of hard copy shall constitute effective execution and delivery of this Agreement.

5. Any and all notices under this Agreement shall be in writing, and shall be addressed and provided to the Parties by email and physical delivery to the following:

To the David A. Streubel  
Cities: Greg H. Dohrman  
Cunningham Vogel & Rost, P.C.  
3660 S. Geyer Rd., Suite 340  
St. Louis, MO 63127  
dave@municipalfirm.com  
greg@municipalfirm.com  
Special Legal Counsel for Cities

To T- Mark Leadlove  
Mobile: Bryan Cave Leighton Paisner LLP  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, Missouri 63102  
mbleadlove@bclplaw.com  
Counsel for T-Mobile

6. The rights and obligations of the Parties created by this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law.

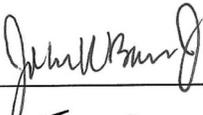
7. This Agreement may not be amended, modified, or supplemented to affect all Parties to this Agreement, except in writing duly executed and delivered by the Parties. Any one or more of the Cities and T-Mobile may amend, modify, or supplement this Agreement in writing duly executed and delivered by all parties to be bound by such writing, but such action shall not be binding upon the remaining, non-executing Parties.

8. This Agreement constitutes the full and complete agreement of the Parties concerning the subject matter of the Agreement, and there are no covenants, conditions, or terms other than those expressly set forth in this Agreement.

9. This Agreement shall be effective between an individual city and T-Mobile on the date of the last signature of such party, regardless of whether all Parties have executed this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date below written.

**T-MOBILE CENTRAL LLC**

By:   
Name: John Barnes  
Title: VP, Indirect Tax  
Date: 11/21/2026

*[Signature pages for Cities on following pages.]*

**CITY OF AURORA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BUTLER**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CAMERON**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COLUMBIA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GREEN PARK**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF JOPLIN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF KIRKWOOD**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LADUE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LIBERTY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MALDEN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MANCHESTER**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MARYVILLE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MOBERLY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MONETT**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF NEOSHO**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF OVERLAND**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PLATTE CITY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RAYTOWN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RIVERSIDE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ST. JOSEPH**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WENTZVILLE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WOODSON TERRACE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **FIFTH AMENDED AND RESTATED TOLLING AGREEMENT**

THIS FIFTH AMENDED AND RESTATED TOLLING AGREEMENT (“Agreement”) is made by and between Sprint Spectrum LLC, a Delaware limited liability company (“Sprint Spectrum”), successor in interest to Sprint Spectrum LP, on behalf of itself and Sprint Spectrum’s affiliates (collectively, “Sprint”), party of the first part, and each of the Missouri cities identified in **Table 1** below that have executed this Agreement (collectively “Cities”), parties of the second part. Sprint and the Cities are collectively referred to herein as the “Parties.”

### **Recitals**

**WHEREAS**, each of the Cities has a form of gross receipts or license tax pursuant to various ordinances (“License Tax”); and

**WHEREAS**, the Cities believe there is a possible underpayment of the License Tax by Sprint that could give rise to certain enforcement actions or claims against Sprint; and

**WHEREAS**, the Parties wish to postpone or avoid the inconvenience, expense, and distraction of possible litigation by the Cities against Sprint, while fully preserving any rights of the Cities as to the Tolerated Claims that may exist prior to the Tolling Period (all as defined below in this Agreement) to commence legal action against Sprint, which, but for this Agreement, might otherwise be time-barred or limited in any way by any applicable statute of limitations, laches, and other possible time-bars and defenses based in whole or in part on the time which may elapse during the Tolling Period established herein (all of which time-bars and defenses, including, the statute of limitations and laches, are referred to as “Time Defenses”); and

**WHEREAS**, neither Sprint nor the Cities, by entering into this Agreement, make any statement as to the merit or extent of merit of any claims, damages, or defenses (including the Time Defenses) and the Cities and Sprint agree that each individual entity has the power and authority to enter into this Agreement and no other parties are necessary to join herein in order to toll the statute of limitations and other Time Defenses and make this Agreement enforceable; and

**WHEREAS**, the Parties have previously entered into separate tolling agreements regarding these matters and now desire to amend and restate such agreements;

**NOW, THEREFORE**, in consideration of the mutual commitments herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Terms and Conditions**

1. With respect to any and all claims, causes of action or remedies of each of the Cities, known or unknown, relating to, arising out of, or in connection with each city’s License Tax, including but not limited to claims for delinquent taxes, interest, penalties, and attorney fees, declaratory judgment and injunctive relief, accounting, violation of statute, or any other claims, offsets, or causes of action whatsoever (collectively, the “Tolerated Claims”), the Parties hereby stipulate that any applicable statute of limitations or other Time Defenses applicable to the Tolerated Claims shall be deemed tolled for the period from the tolling inception date stated in **Table 1** below with respect to each city and Sprint until the earlier of: (a) the termination of this Agreement by

either one or more of the Cities or Sprint in accordance with the terms and conditions of this Agreement; or (b) the expiration of this Agreement on January 31, 2027, unless extended in writing by the Parties, hereinafter such period to be known as the "Tolling Period." For purposes of clarity, the tolling of the statute of limitations and other Time Defenses during the Tolling Period shall survive the Tolling Period and any termination or expiration hereof, such that any Tolloed Claim which would have been barred or limited in any way as a result of any statute of limitations or other Time Defense may be brought by one or more of the Cities without regard to any expiration of time that occurs during the Tolling Period, and Sprint may not hereinafter assert in any action between the Parties or otherwise the expiration of the statute of limitations or other Time Defense occurring during or as to the passage of time within the Tolling Period as a defense to any such Tolloed Claim.

**Table 1:**

<b>City</b>	<b>Tolling Inception Date for Sprint</b>
Aurora	3/31/2020
Butler	5/3/2018
Cameron	7/17/2018
Columbia	7/17/2018
Grandview	7/12/2018
Green Park	3/31/2020
Joplin	7/17/2018
Kirkwood	7/12/2018
Ladue	7/17/2018
Lee's Summit	7/12/2018
Liberty	7/17/2018
Malden	3/31/2020
Manchester	3/31/2020
Maryville	3/31/2020
Moberly	7/17/2018
Monett	7/3/2019
Neosho	3/31/2020
Overland	7/17/2018
Platte City	3/31/2020
Raytown	3/31/2020
Riverside	3/31/2020
Springfield	4/6/2018
St. Joseph	7/17/2018
Webster Groves	5/3/2018
Wentzville	3/31/2020
Woodson Terrace	3/31/2020

2. Any one or more of the Cities may terminate the Tolling Period prior to its expiration by giving Sprint at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period, and such action shall not affect the

Tolling Period for the remainder of the Cities. Sprint may terminate the Tolling Period prior to its expiration with respect to one or more of the Cities by giving each affected city at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period. Any written notice of termination shall specify the termination date, otherwise the termination shall be ineffective. Any applicable statute of limitations or other Time Defenses which apply to the Tolled Claims shall begin to run again from the specified date of termination or expiration of the Tolling Period, whichever occurs first. Prior to the specified date of termination or expiration of this Agreement, the Cities and Sprint agree not to file any cause of action against the other relating to the Tolled Claims.

3. Nothing in this Agreement shall be construed as an admission of any fault, liability, or wrongdoing by or relating to any person and nothing herein shall be deemed to limit any obligation or liability of any of the Parties, or any defense other than Time Defense tolled during this Agreement, including during the Tolling Period, that may exist.

4. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts constituting one Agreement. The exchange of copies of this Agreement and of signature pages electronically or by physical delivery of hard copy shall constitute effective execution and delivery of this Agreement.

5. Any and all notices under this Agreement shall be in writing, and shall be addressed and provided to the Parties by email and physical delivery to the following:

To the David A. Streubel  
Cities: Greg H. Dohrman  
Cunningham Vogel & Rost, P.C.  
3660 S. Geyer Rd., Suite 340  
St. Louis, MO 63127  
dave@municipalfirm.com  
greg@municipalfirm.com  
Special Legal Counsel for Cities

To Mark Leadlove  
Sprint: Bryan Cave Leighton Paisner LLP  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, Missouri 63102  
mbleadlove@bcplaw.com  
Counsel for Sprint

6. The rights and obligations of the Parties created by this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law.

7. This Agreement may not be amended, modified, or supplemented to affect all Parties to this Agreement, except in writing duly executed and delivered by the Parties. Any one or more of

the Cities and Sprint may amend, modify, or supplement this Agreement in writing duly executed and delivered by all parties to be bound by such writing, but such action shall not be binding upon the remaining, non-executing Parties.

8. This Agreement constitutes the full and complete agreement of the Parties concerning the subject matter of the Agreement, and there are no covenants, conditions, or terms other than those expressly set forth in this Agreement.

9. This Agreement shall be effective between an individual city and Sprint on the date of the last signature of such party, regardless of whether all Parties have executed this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date below written.

**SPRINT SPECTRUM LLC**

By: 

Name: ANTHONY M. NDLOVU

Title: DIRECTOR - TAX

Date: 1/21/2026

*[Signature pages for Cities on following pages.]*

**CITY OF AURORA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BUTLER**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CAMERON**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COLUMBIA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GRANDVIEW**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GREEN PARK**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF JOPLIN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF KIRKWOOD**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LADUE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LEE'S SUMMIT**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LIBERTY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MALDEN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MANCHESTER**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MARYVILLE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MOBERLY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MONETT**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF NEOSHO**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF OVERLAND**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PLATTE CITY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RAYTOWN**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RIVERSIDE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SPRINGFIELD**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ST. JOSEPH**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WEBSTER GROVES**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WENTZVILLE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WOODSON TERRACE**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **City of Aurora Agenda Item Cover Sheet**

To: City of Aurora, Mayor and City Council  
From:  
Department:  
Date:

**AGENDA ITEM NARRATIVE**

**BACKGROUND**

**SPECIFIC ACTION REQUESTED**

**ATTACHMENTS**

**RESOLUTION NO. 2026-2085**

**A RESOLUTION OF THE CITY OF AURORA, MISSOURI, AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE SAFETY PANELS AND HANDHOLDS FOR THE AQUA CLIMB AT THE CITY OF AURORA POOL**

**WHEREAS**, the City of Aurora, Missouri, is a third-class and political subdivision of the State of Missouri, duly created, organized, and existing under and by virtue of the constitution and laws of the State of Missouri; and

**WHEREAS**, the Aqua Climb structure at the municipal swimming pool requires replacement panels due to damage and wear, rendering the existing panels unsafe or unusable; and

**WHEREAS**, the replacement panels must be purchased from a specific manufacturer as they are proprietary to the existing Aqua Climb and are not compatible with alternative products; and

**WHEREAS**, this purchase qualifies as a single-source procurement due to the necessity of obtaining compatible components from the original manufacturer; and

**WHEREAS**, the total cost for the purchase of the replacement Aqua Climb panels is \$11,175.00. The purchase of the Aqua Climb panels was included in the Fiscal Year 2026 budget for \$12,000, as duly approved by the City Council; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to proceed with the purchase to ensure the safety, functionality, and continued operation of the pool facility.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA AS FOLLOWS:** that the City Manager is authorized and directed to purchase the safety panels and handholds for the Aqua Climb at the City of Aurora pool for \$11,175.00.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA THIS 24<sup>th</sup> DAY OF MARCH 2026.**

**APPROVED:**

---

Tony Kennedy, Mayor

**ATTEST:**

---

Kamy Kulow, City Clerk



Randy Flint  
 Cell: 970.817.0929  
 Randy@poolsideadventures.com

**Quotation / Purchase Agreement**

Quote Provided For: City of Aurora  
 Job Ref./Order No.: RF-03-0326  
 Prices Valid Through: 5/8/2026

Quote date: 3/9/2026  
 Lead time: 10 weeks from signed quote and receipt of 50% deposit

**CUSTOMER INFO**

Company: City of Aurora  
 Contact: Travis Wittenborn  
 Address: 2 W. Pleasant St  
 City: Aurora  
 State: MO, 65605  
 Phone: 417.393.6797  
 Email: [twittenborn@auroramogov](mailto:twittenborn@auroramogov)

**Please confirm shipping address**

**SHIP TO LOCATION**  
 Facility: City Swimming Pool  
 Ship Contact: TBD  
 Ship Address: 425 South Lewis Drive  
 City: Aurora  
 State: MO, 65605  
 Phone: 417.393.6797  
 Email:

**POOLSIDE ADVENTURES PRODUCT**

QTY	MODEL	PRODUCT	SELECTION	Total Cost
8	AQC-3D-4H1W	AQUACLIMB - Krystal Panel Kit (single replacement panel with new mounting hardware)	Clear/Blue Tint	\$ 6,000.00
2	AQC-3D-4H1W	AQUACLIMB - Polycarbonate Safety Panel Safety Panel (single replacement panel with new mounting hardware)	Clear	\$ 900.00
10	AQC-3D-4H1W	AQUACLIMB - Handholds (5) in Various size & Assorted colors with new Mounting Hardware (2-point connections)	TBD	\$ 3,000.00
		Shipping & Handling	Freight	\$ 1,275.00
<b>TOTAL PRICE</b>				<b>\$ 11,175.00</b>

**50% of Total Price is required as deposit with the order. Balance is due upon product delivery.**

To ensure no special hardware or modifications are needed, submit gutter & pool drawings. If needed, additional costs may apply.

**\*\*All costs associated with local, county, and state permits is purchasers responsibility.**

**\*\*Price does not include stamped engineer drawings. Electrical bonding is the responsibility of the customer.**

**\*\*\*All costs for modifications to standard AquaClimb is the responsibility of the customer.**

**Pricing & Payment Terms**

All prices are stated and payable in US Dollars. Payments originating outside the U.S.A. must be drawn from a USD bank account or remitted by wire transfer in USD funds. Unless otherwise stated in writing, 50% of the total Purchase Price is required as deposit with the order and the balance is due immediately upon product delivery. Invoices not paid within 30 days of issuance will be subject to a 1.5% interest fee compounding monthly. Prices as stated herein are only valid if this signed Purchase Agreement and Deposit are received by Pyramide USA Inc. by the date stated above.

Please make checks payable to: **Pyramide USA Inc.** P.O. Box 530 Frederick, MD 21705

**Order Process & Shipping**

Order processing does not begin until we have received the signed AquaClimb Purchase Agreement, the 50% deposit (or agreed upon amount) and all requested gutter information. Shipping times cannot be guaranteed due to seasonal fluctuations and other variables, but orders typically ship within 6-8 weeks after receipt of required items. Delays should be expected for unique gutter configurations, high volume orders and/or custom orders. We will make every effort to fulfill your order as quickly as possible. Your patience is appreciated.

I warrant that I have the authority to act on behalf of the Purchasing Company in entering into this Agreement with Pyramide USA Inc. I

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

2 W. PLEASANT ST.  
P. O. BOX 30  
AURORA, MO 65605

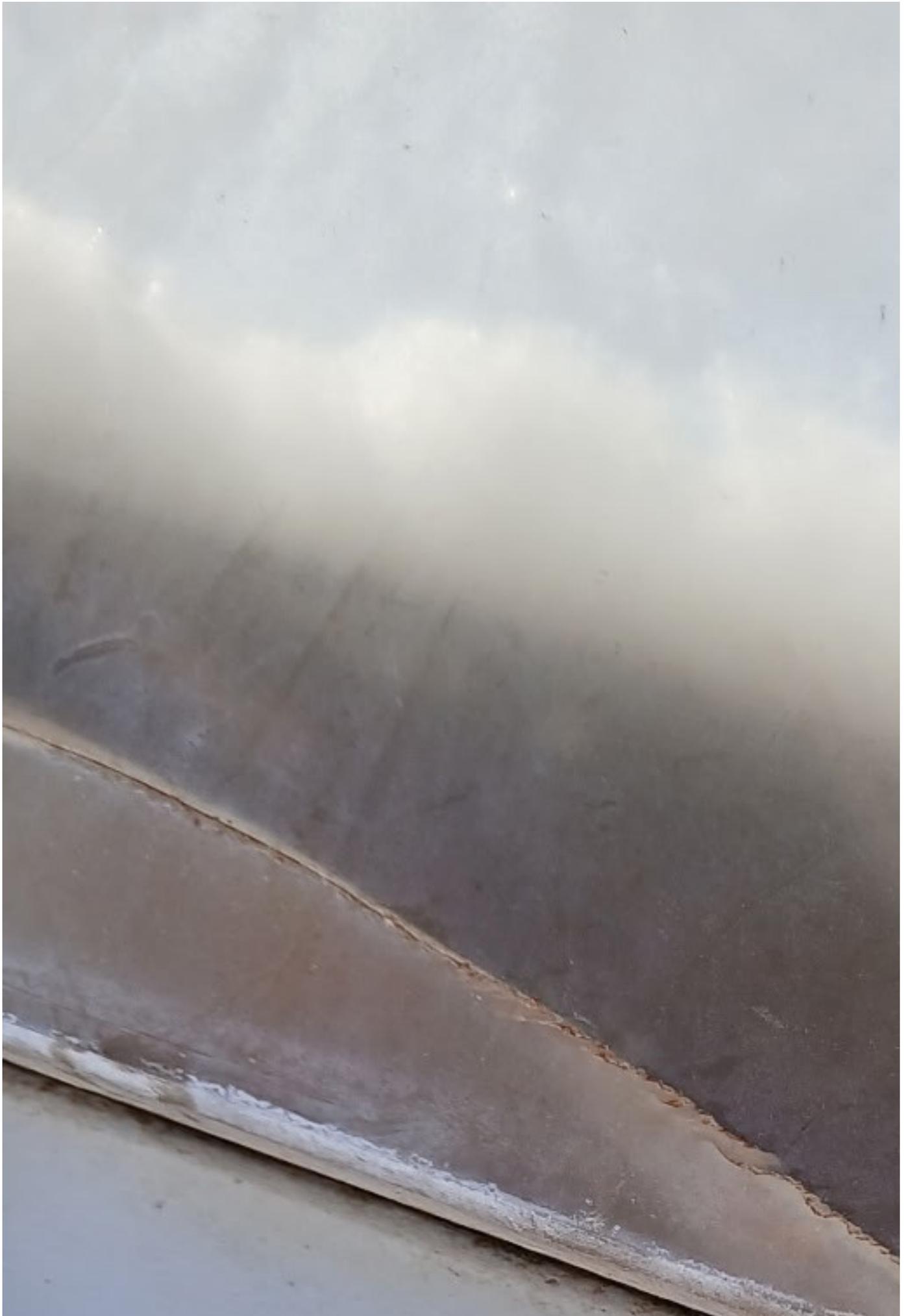


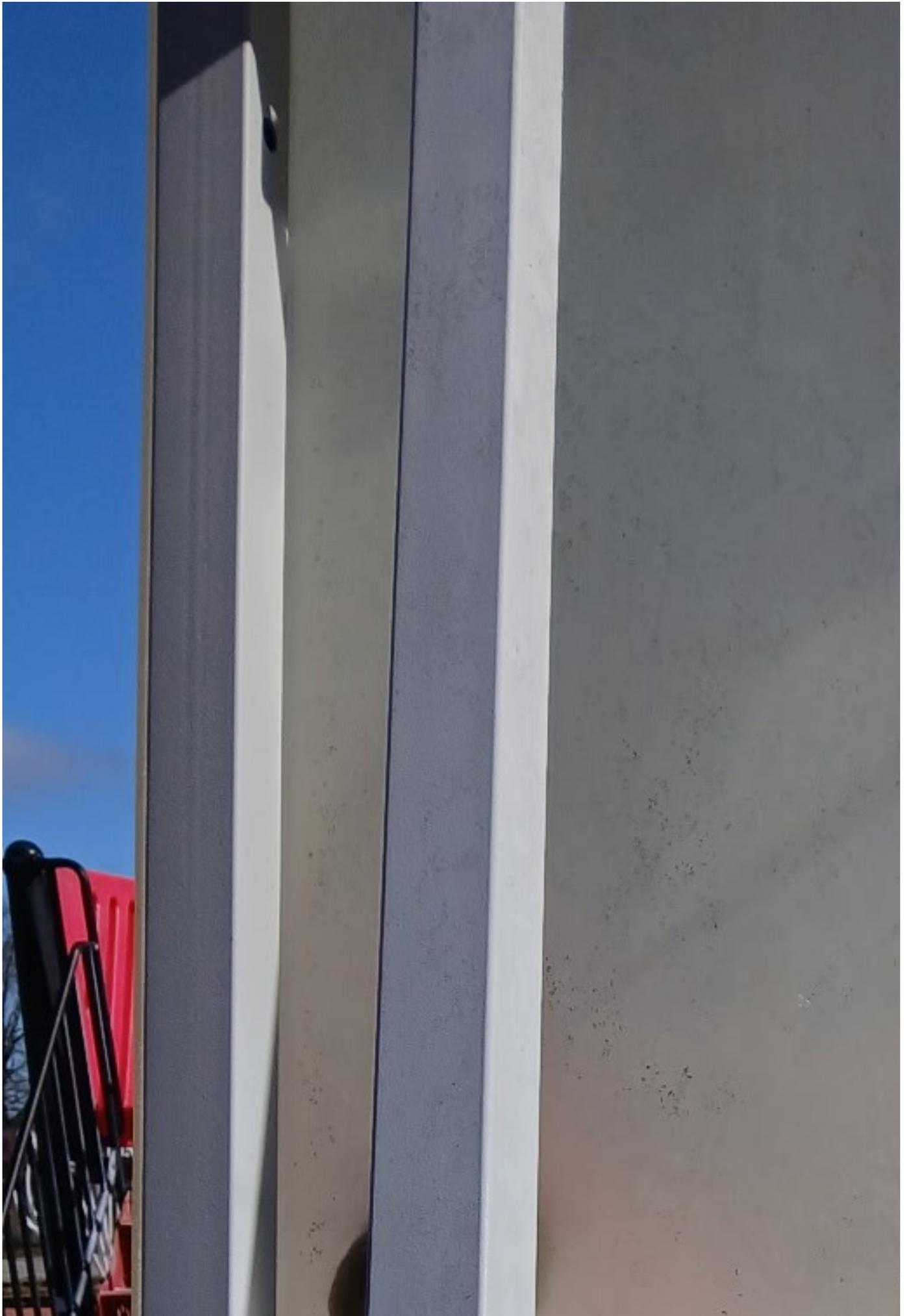
PH: 417-678-5121  
FAX: 417-678-6599  
AURORA-CITYHALL.ORG

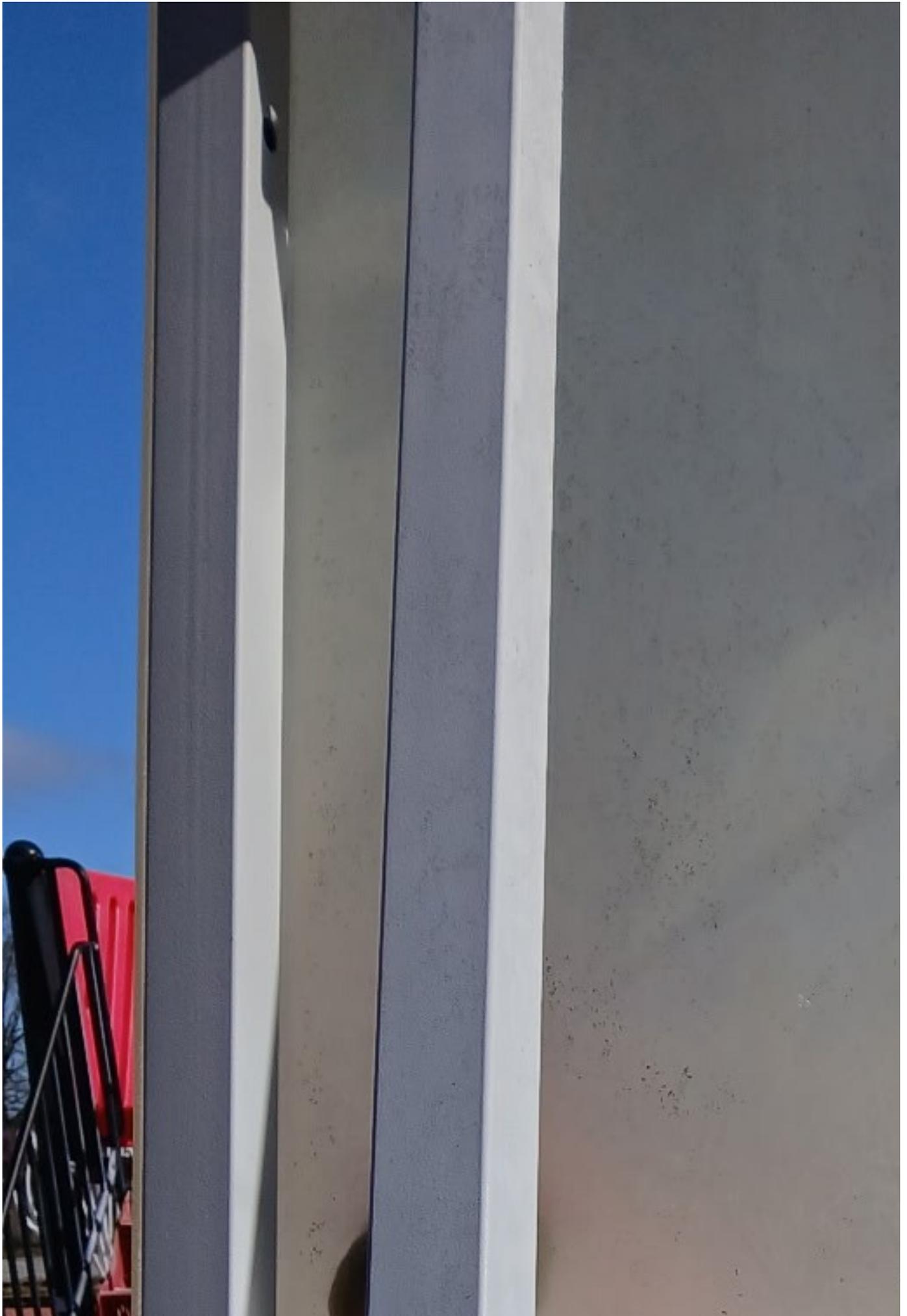
Mayor Kennedy and Council,

The existing rock wall panels have looked bad for a few years. We've tried cleaning them in years past (without much success). Also, they are cracking around the footholds, which is a safety issue. We are also missing numerous footholds. They now use a new style of footholds, which will not work with these existing panels. These are specific to this frame, so it would be a sole-source provider purchase. Poolside adventures will give us the paint to refinish the frame with this purchase.

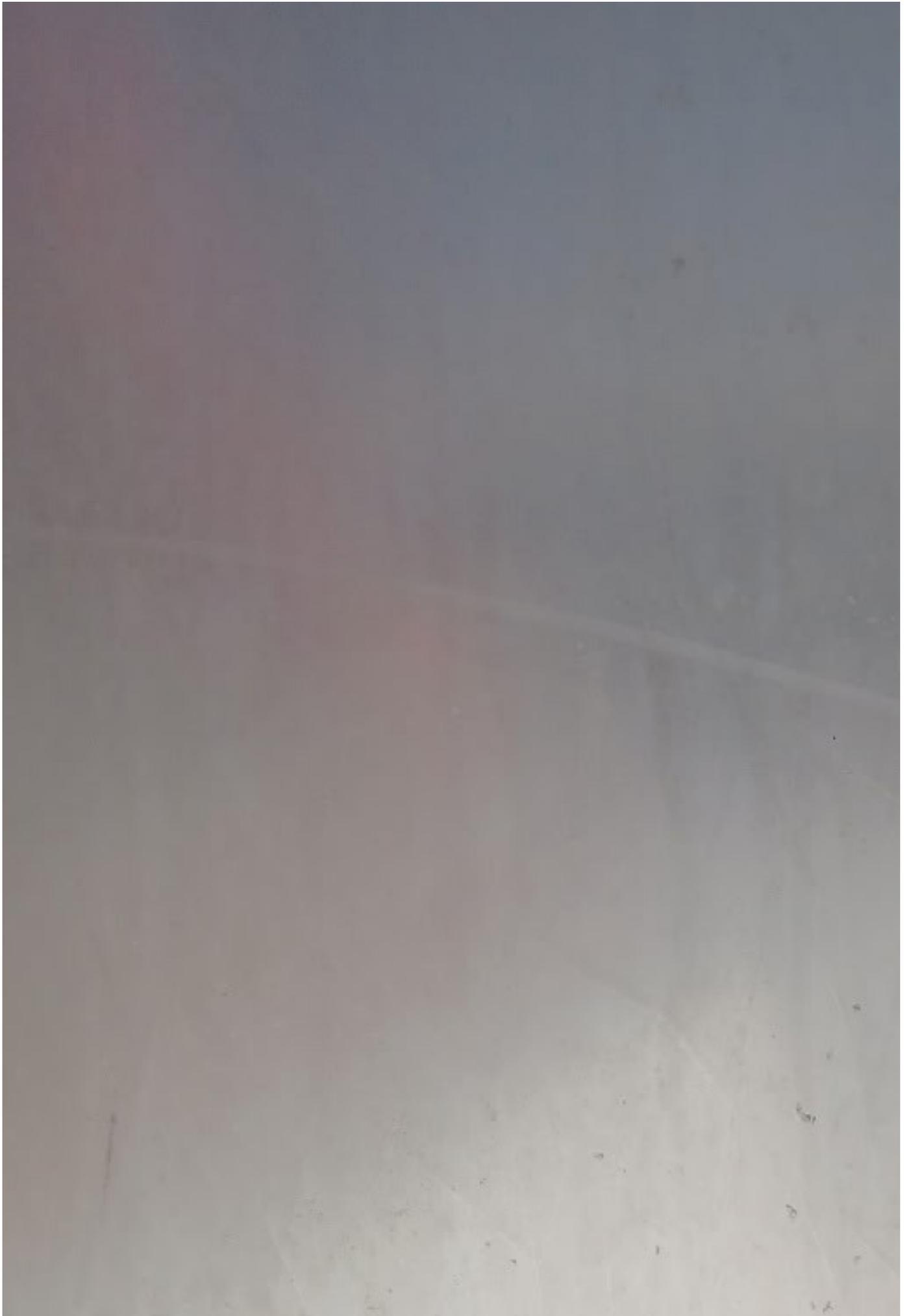
Travis Wittenborn  
City of Aurora Recommendation  
Parks Director











# **City of Aurora Agenda Item Cover Sheet**

To: City of Aurora, Mayor and City Council  
From:  
Department:  
Date:

**AGENDA ITEM NARRATIVE**

**BACKGROUND**

**SPECIFIC ACTION REQUESTED**

**ATTACHMENTS**

For Council  
3/24/26

#2026 - 0007

### City of Aurora, MO

### Special Event Application

Thank you for choosing the City of Aurora for your event. Staff looks forward to working with you in ensuring a quality event and protecting the public health, safety and welfare of event participants and the public at large. In order to do so, the City requires that all events must obtain a special event permit prior to the event. Please complete and return the following special event permit application to City Hall. The fee for a Special Event Permit is \$25. Payment is required at time of application. Thank you again for choosing Aurora. For answers to most questions please refer to City Ordinance No. 2016-3088 found in the City Code book and kept in the office of the City Clerk.

Date of Application: 3/3/2026

#### I. Event Information

Name of Event: Stompin' Out Hunger

Physical Address of Event: 21172 Lawrence 1200 Aurora

First Time Event?  Yes  No      Event Open to Public?  Yes  No

Dates of Event: 09/26/2026      Operating Hours of Event: 7am - 12 pm

Setup Date/Time: 9/26/26 6am      Finished Date/Time: 9/26/26 12pm

Estimated Attendance: 200

Detailed Event Description: 5K race to raise money for Harvest Food Pantry. We will have a timed race and a separate color run race after timed race. We have people lined along race route to throw colored powder, music, face paint and possibly hot dog sales.

Also we post race signs along race route.

#### II. Applicant/Contact Information

Applicant(s) Name: Sabra Durham

Organization: Harvest Food Pantry

Address: ~~417~~ ~~340~~ ~~7474~~ 1202 S. Carnation Aurora

Phone: 417 ~~678~~ ~~2310~~

Fax:

Emergency Phone: 340 7474

Email: stampinout\_hunger@cityofaurora.com

Property Owner (if not applicant or City): Terry Fletcher

Organization: Harvest Church

Address: 21172 Lawrence 1200 Aurora

Phone: 417 678 2310

Fax:

Emergency Phone: 417 489 3784

Email:

mailing address P.O. Box 711  
Aurora, MO 65605

**III. Vendors**

Will this event have food/sales vendors?

Yes  No

Vendors include all sellers of merchandise; service, or food/beverages, and carnival/amusement ride services. All vendors, if selling at retail to the public, are responsible for collecting and remitting Missouri sales tax in accordance with Missouri State Statutes.

**IV. Special Items**

Are you serving alcohol?

Yes  No

(If Yes: See Alcohol Guidelines)

Are you having amplified music?

Yes  No

Do you plan to have fireworks?

Yes  No

(If Yes: See Fireworks Plan)

Will this event require police protection?

Yes  No

But welcome

**V. Fireworks Plan**

All aspects of fireworks featured during an event must be controlled at all times by a licensed and insured pyrotechnic operator. The City strictly controls viewing and launching locations. Explain your Fireworks Plan. (Attach additional sheet if necessary):

Emergency Contact Person for Event:

Sabara Durham

Emergency Contact Person Phone:

417 340 7474

Any special event held within the City of Aurora shall require a special event permit and is subject to the terms and conditions of the approved plan. Obtaining a special event permit shall not relieve the applicant of the need to obtain all permits and authorizations necessary to comply with federal, state and local rules and regulations including applicable zoning requirements. Failure to obtain required authorizations and permits may result in the denial of or suspension of the permit.

As a condition of a Special Event Permit being issued, the permit holder agrees to indemnify, defend and hold harmless the City of Aurora and all of its officers and employees against any and all suits, causes of action or claims for injuries, damages, costs and expenses to persons or property, whether public or private, that may arise out of, or be constituting a part of the special event, or any activity constituting a part of the special event, or any act, omission or misconduct of the permit holder or his agents, representatives, contractors, or employees. The permit holder agrees to discharge any and all judgements that may be rendered against the City of Aurora or its officers and employees in connection with any suit, cause of action or claim after the judgement becomes final and unappealable.

Signature of Event Representative:

Sabara D

Organization/Group:

Harvest Food Pantry

For Office Use Only:

Approved  Denied

City Official Signature: \_\_\_\_\_

Date: \_\_\_\_\_

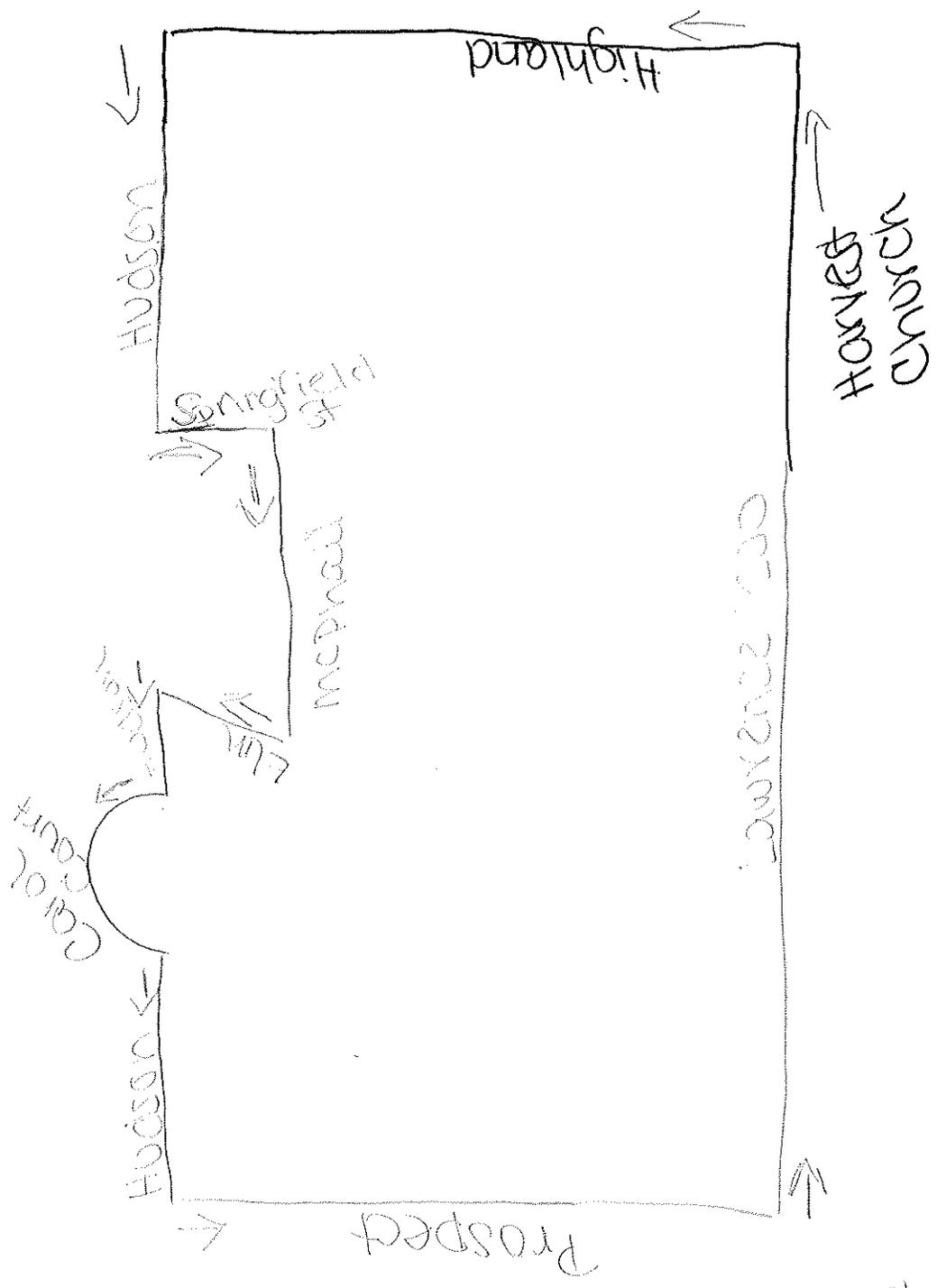
Time: \_\_\_\_\_

City of Aurora, MO

PO Box 30 Aurora, MO 65605

Phone: (417) 678-5121 Fax: (417) 678-6599

Highland  
Hospital  
Church  
Meadow



10/1/18  
#555