NOTICE OF MEETING

City Council

Regular Meeting – Monday, June 22, 2026 – 5:30 PM
City Hall – 1100 Frederick Avenue

Council Seating Arrangement

Mike Schumacher City Manager	Larry Miller Mayor	Kaycee Garton City Clerk

Councilmembers	Councilmembers
Marty Novak (At Large)	Collin Clibon (At Large)
Randy Schultz (At Large)	Madison Davis (1st District)
Andrew Trout (3rd District)	Jason Eslinger (2nd District)
Gary Wilkinson (At Large)	Russell Moore (4th District)

AGENDA

PLEDGE OF ALLEGIANCE:

ROLL CALL:

CALL TO ORDER:

MINUTES:

1. Approval of the minutes of the regular meeting held June 8, 2026, at 5:30 p.m., as transcribed by the City Clerk.

SPECIAL RECOGNITIONS:

2. Key to the City - Richard Shelton

ACCEPTANCE OF AGENDA:

3. Motion to accept the Agenda as published.

PUBLIC HEARING:

4. None.

CONSENT AGENDA:

5. Motion to accept the Consent Agenda.

NOMINATIONS AND APPOINTMENTS:

6. Filed 6/8/26: Mayor Larry Miller nominates Isaura Garcia, 2313 Cardinal Lane, to serve as a

member of the Land Bank Board for a term expiring June 22, 2030; she is filling a vacancy on the board.

7. Filed 6/8/26: Councilmember Gary Wilkinson nominates Mike Cazel, 3010 N 39th Terrace, to serve as a member of the Community Police Advisory Committee for a term expiring June 22, 2029; he is replacing Carol Barksdale, whose term has expired.

8. Filed 6/15/26: Mayor Larry Miller nominates Nancy Nash, 3901 Eastgate Drive, to serve as a member of the Social Welfare Board for a term expiring May 31, 2029; she is being reappointed.

BILLS FOR PASSAGE:

9. **BILL # 44-26**
AN ORDINANCE SPONSORED BY COUNCILMEMBER ESLINGER AMENDING ARTICLE V “OFFENSES AGAINST PUBLIC PEACE AND ORDER” OF CHAPTER 20 “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CODE OF ORDINANCES TO ADD A NEW SECTION 20-194 TITLED "UNAUTHORIZED RELOCATION OF TRANSIENT AND UNHOUSED INDIVIDUALS."

10. **BILL # 151-26**
AN ORDINANCE AMENDING SECTIONS 28-98, 28-99 AND 28-104 AND REPEALING SECTIONS 28-101, 28-102 AND 28-103 OF CHAPTER 28 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES TO CHANGE THE FINE AMOUNTS AND PROCEDURES FOR HANDLING MUNICIPAL PARKING TICKETS.

11. **BILL # 152-26**
AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH HOOD AND ASSOCIATES, CPAS PC., TO PERFORM THE CITY'S ANNUAL AUDIT.

12. **BILL # 153-26**
AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE HUMAN RESOURCES TRAINING BUDGET TO RECOGNIZE WELLNESS FUNDS RECEIVED FROM BLUE CROSS BLUE SHIELD IN THE AMOUNT OF $25,000.00 AND AUTHORIZING THE PURCHASE OF LEADERSHIP TRAINING THROUGH THE 3D INSTITUTE FOR 67 EMPLOYEES TO ATTEND.

13. **BILL # 154-26**
AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE SPECIAL ALLOCATION FUND; DECLARING THE AMOUNT OF $750,527.89 FOR THE COOK ROAD CORRIDOR TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS SURPLUS; AND AUTHORIZING THE DISTRIBUTION OF THE SURPLUS FUNDS TO TAXING DISTRICTS IN ACCORDANCE WITH THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT OF THE REVISED STATUTES OF MISSOURI.

14. **BILL # 155-26**
AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE EXISTING

PERFORMANCE AGREEMENT BETWEEN THE CITY OF ST. JOSEPH, MISSOURI, AND CII MISSOURI, LLC, ORIGINALLY ENTERED INTO IN CONNECTION WITH CITY'S ISSUANCE OF ITS TAXABLE INDUSTRIAL DEVELOPMENT BONDS (CII MISSOURI, LLC PROJECT), SERIES 2021.

15. **BILL # 156-26**
AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION WITH THE LAKE CONTRARY FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

16. **BILL # 157-26**
AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION WITH THE COLONY HILLS FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

17. **BILL # 158-26**
AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION WITH THE MAXWELL HEIGHTS FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

18. **BILL # 159-26**
AN ORDINANCE AUTHORIZING EXECUTION OF A REVISED WORKING AGREEMENT WITH LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 579 AND THE CITY OF ST. JOSEPH, MISSOURI.

19. **BILL # 160-26**

AN ORDINANCE AUTHORIZING EXECUTION OF A LEASE AND OPERATIONAL SERVICES AGREEMENT WITH MISSOURI WESTERN STATE UNIVERSITY FOR PUBLIC AND CITY OF ST. JOSEPH USE OF THE THOMAS EAGLETON INDOOR POOL IN THE ANNUAL AMOUNT OF $108,001.00.

20. **BILL # 161-26**
AN ORDINANCE AUTHORIZING THE EXECUTION OF A THREE-YEAR ANALOG REPLACEMENT SERVICES AGREEMENT BETWEEN THE CITY OF ST. JOSEPH, MISSOURI AND GRANITE TELECOMMUNICATIONS, LLC.

RESOLUTIONS FOR ADOPTION:

21. **BILL # 162-26**
A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK ORDER FOR CONCRETE STREET PANEL REPLACEMENTS AT VARIOUS LOCATIONS THROUGHOUT THE WILSHIRE PLACE SUBDIVISION UTILIZING THE MASTER AGREEMENT WITH J.D. BISHOP CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED $206,163.25.

22. **BILL # 163-26**

A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK ORDER WITH AL DONOHO APPRAISALS FOR PHASE 2 OF THE COOK ROAD PROJECT IN THE AMOUNT OF $93,600.00.

23. **BILL # 164-26**
A RESOLUTION AUTHORIZING THE ISSUANCE OF CHANGE ORDER NO. 1 FOR THE CONSTRUCTION OF A NEW PARKING LOT AT 408-424 S. 8TH STREET, USING THE MASTER AGREEMENT WITH JD BISHOP CONSTRUCTION, LLC., AND FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT FUND IN AN AMOUNT NOT TO EXCEED $40,165.00.

24. **BILL # 165-26**
A RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH THE SAMARITAN COUNSELING CENTER IN THE AMOUNT OF $50,000.00 FOR THE PURPOSE OF PROVIDING MENTAL HEALTH SERVICES FOR QUALIFIED PERSONS.

25. **BILL # 166-26**
A RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH THE SOCIAL WELFARE BOARD DBA STUBER HEALTH CENTER FOR THE PURPOSE OF PROVIDING AMBULATORY AND OTHER HEALTH AND WELLNESS SERVICES FOR QUALIFIED PERSONS IN AN AMOUNT NOT TO EXCEED $546,617.00.

26. **BILL # 167-26**
A RESOLUTION AUTHORIZING THE RENEWAL OF THE PROPERTY, EQUIPMENT, ELECTRONIC DATA PROCESSING AND FINE ARTS INSURANCE COVERAGE POLICY WITH ALLIANT/APIP FOR A ONE-YEAR PERIOD FROM JULY 1, 2026, THROUGH JUNE 30, 2027, IN AN AMOUNT NOT TO EXCEED $722,111.00.

27. **BILL # 168-26**
A RESOLUTION ADOPTING AND APPROVING ALL ASPECTS PERTAINING TO THE CITY OF ST. JOSEPH IN BUCHANAN COUNTY'S 2027 MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN WITH THE INTENT TO WORK TOWARD BECOMING A SAFER COMMUNITY.

28. **BILL # 169-26**
A RESOLUTION AFFIRMING THE SUBMISSION OF A GRANT APPLICATION TO THE NORTHWEST MISSOURI COALITION FOR ROADWAY SAFETY FOR THE “I’M A SAFE DRIVER” PROJECT.

29. **BILL # 170-26**
A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK ORDER WITH SAK CONSTRUCTION, LLC IN THE AMOUNT OF $979,870.86 FOR SANITARY SERVICES USING CURED-IN-PIPE AT VARIOUS LOCATIONS THROUGHOUT THE CITY.

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NOMINATIONS & APPOINTMENTS:

30. None.

BILLS FOR PASSAGE:

31. None.

EMERGENCY BILLS FOR PASSAGE:

32. None.

RESOLUTIONS FOR ADOPTION:

33. None.

BILLS FOR FIRST READING:

34. **BILL # 171-26**
AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR TRIUMPH FOODS, LLC; AUTHORIZING THE CITY OF ST. JOSEPH, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (TRIUMPH FOODS, LLC PROJECT), SERIES 2026, IN A PRINCIPAL AMOUNT NOT TO EXCEED $32,000,000 TO FINANCE THE COSTS OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

35. **BILL # 172-26**

AN ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT FOR THE PROPERTY LOCATED AT 1201 GARFIELD AVENUE FOR USE AS AN AUTO SALES BUSINESS AS REQUESTED BY JONATHAN HOCKADAY OF LLA AUTO SALES LLC.

36. **BILL # 173-26**
AN ORDINANCE TO VACATE SEVERAL STREETS AND ALLEYS EAST OF STOCKYARDS EXPRESSWAY AND SOUTH OF FLORENCE ROAD AS REQUESTED BY THE CITY OF ST. JOSEPH.

37. **BILL # 174-26**

AN ORDINANCE AFFIRMING THE EXECUTION OF AN AGREEMENT WITH RICHARD WOODLEY TO PROVIDE SECURITY SERVICES AT ST. JOSEPH CITY HALL.

38. **BILL # 175-26**
AN ORDINANCE APPROVING AND AFFIRMING THE EMERGENCY PROCUREMENT AND REPAIR OF THE FRAZIER RADIO TOWER TRANSMIT AND RECEIVE ANTENNA SYSTEM DAMAGED BY A LIGHTNING STRIKE; AUTHORIZING PAYMENT TO MIDWEST MOBILE RADIO SERVICE, INC.IN THE AMOUNT OF $41,030.45 AND AUTHORIZING BUDGET AMENDMENTS TO THE GENERAL FUND POLICE

DEPARTMENT AND THE PUBLIC SAFETY RADIO AND TOWER MAINTENANCE FUND.

REPORTS OF BOARDS & COMMISSIONS:

39. Filed 6/3/26: Minutes of the Community Police Advisory Committee held June 2, 2026, at 7:00pm, at the Law Enforcement Center, 501 Faraon Street.

40. Filed 6/4/26 : Minutes of the Land Bank Board meeting held June 1, 2026, at 1:00 p.m in the Fourth Floor Conference Room at City Hall.

41. Filed 6/5/26: Minutes of the Aviation Board meeting held April 1, 2026, at 11:30am at Rosecrans Memorial Airport, 100B NW Rosecrans Road, in the Airport Terminal Conference Room.

42. Filed 6/9/26: Minutes of the Police Pension Board meeting held May 20, 2026, at 4:00 p.m., in the First Floor Conference Room at City Hall.

43. Filed 6/12/26: Minutes of the Museum Oversight Board meeting held May 20, 2026, at 10:30am at St. Joseph Museums, 3406 Frederick Avenue.

44. Filed 6/15/26: Museum Oversight Board Quarterly Report—April and May 2026

WORK SESSION MINUTES - CITY CLERK'S OFFICE:

45. Filed 6/12/26: Minutes of the City Council Work Session held June 8, 2026, at 4:00pm, in the Fourth Floor Conference Room at City Hall.

REPORTS & RECOMMENDATIONS OF THE CITY MANAGER:

46. None.

DELEGATIONS, PETITIONS:

47. None.

COMMUNICATIONS:

48. Filed 6/5/26: Minutes of the St. Joseph Museums Collections Committee meeting held April 3, 2026, at 1:00 p.m., at 3406 Frederick Avenue.

49. Filed 6/5/26: St. Joseph Museums, Inc. Financial Reports July 2025- May 2026

50. Filed 6/12/26: Buchanan County Commission Appointment of Tom Richmond to the Social Welfare Board of Buchanan County.

51. Filed 6/15/26: Parks and Recreation Department Monthly Activity Report, May 2026.

52. Filed 6/15/26: Missouri Gaming Commission State/Local Allocation of Gaming Revenue, April 2026.

53. Filed 6/15/26: Missouri Gaming Commission State/Local Allocation of Gaming Revenue, May 2026.

54. Filed 6/15/26: Zoning Board of Adjustment resignation letter from Lindsey Bachman effective June 11,2026.

55. Filed 6/16/26: Minutes of the St. Joseph Museums Executive Finance Committee meeting held May 21, 2026, at 4:00 p.m., at St. Joseph Museums, Inc. 3406 Frederick Avenue.

OTHER BUSINESS:

56. City Manager's Report.

PUBLIC COMMENT:

ADJOURN:

_____

Kaycee Garton, City Clerk

It is the intention of the City of St. Joseph to comply in all aspects with the Americans with Disabilities Act (ADA). If you plan on attending a meeting to participate or to observe and need special assistance beyond what is routinely provided, the city will attempt to accommodate you in every reasonable manner. Please contact the ADA Coordinator, 816-271-4731, or TODD# 816-271-4745 at least two business days prior to the meeting to inform the City of your specific needs and to determine if accommodation is feasible.

MINUTES
CITY COUNCIL
June 8, 2026
5:30 PM Regular Meeting
City Hall – 1100 Frederick Avenue

PLEDGE OF ALLEGIANCE:

ROLL CALL:

	Name	Term Attendance (mtgs attended-mtgs absent)
Members present:	Mayor Larry Miller	(4-1)
	Councilmember Collin Clibon	(5-0)
	Councilmember Madison Davis	(5-0)
	Councilmember Jason Eslinger	(5-0)
	Councilmember Russell Moore	(5-0)
	Councilmember Marty Novak	(5-0)
	Councilmember Randy Schultz	(4-1)
	Councilmember Gary Wilkinson	(5-0)
Members absent:	Councilmember Andy Trout	(4-1)

Total membership--9. Five members constitute a quorum.

Also present were City Manager Mike Schumacher, Assistant City Manager Dawn Lanning, City Attorney Josh Emberton, Public Works & Transportation Director Chance Gallagher, Police Chief Paul Luster, Fire Chief Ivan Klippenstein, Finance Director Nicole Poirier, Health Director Debra Bradley, Technology Services Director Josh Royle, General Services Director Laurie Thompson, Planning & Community Development Director Dale Reuter, Deputy Police Chief Jason Strong, Deputy Director of Recreation Jende Smith, Communication & Community Engagement Manager Jessica Kozol, Multimedia Planner Ed Schilling, City Clerk Kaycee Garton, Deputy City Clerk Latisha Little, Controller Rich Karleskint, Community Development Manager Mary Kay Griffin and Business Liaison Heidi Eggers.

CALL TO ORDER:

The Council of the City of St. Joseph, Missouri, met in regular meeting in the Council Chamber at City Hall, on Monday, June 8, 2026, at 5:30pm. The meeting was called to order at 5:30pm by Mayor Miller. Notice of said meeting has been established as every other Monday at 5:30pm. Further notice was provided by posting the regular meeting date and time in the City Clerk's office at City Hall, and by written notice (together with a tentative agenda) in the City Clerk's office three days in advance.

MINUTES:

1. Approval of the minutes of the regular meeting held May 26, 2026, at 5:30 p.m., as transcribed by the City Clerk.

   By general consent, the minutes were approved as transcribed by the City Clerk.

SPECIAL RECOGNITIONS:

2. None.

ACCEPTANCE OF AGENDA:

3. Motion to accept the Agenda as published.

   It was moved by Councilmember Davis and seconded by Councilmember Eslinger that the agenda be accepted as published. Motion carried. Ayes, Clibon, Davis, Eslinger, Miller, Moore, Novak, Schultz, Wilkinson--8. Absent, Trout--1.

PUBLIC HEARING:

4. None.

CONSENT AGENDA:

5. Motion to accept the Consent Agenda.

   It was moved by Councilmember Eslinger and seconded by Councilmember Davis that all items on the Consent Agenda be passed, except Bill #120-26 which was removed from the Consent Agenda to be referred back to the Planning Commission with recommendation for amendment and Bill #146-26 which was pulled from the Consent Agenda for Public Comment. Motion carried. Ayes, Clibon, Davis, Eslinger, Miller, Moore, Novak, Schultz, Wilkinson--8. Absent, Trout--1.

   Councilmember Schultz abstained from Bill #146-26.

NOMINATIONS AND APPOINTMENTS:

6. Filed 5/29/26: Councilmember Madison Davis nominates Lonnie Bass, 3713 Robin Lane, to serve as a member of the Downtown Review Board for a term expiring June 8, 2029; he is replacing David Humbert Jr., whose term has expired.

   Approved.

7. Filed 5/29/26: Councilmember Madison Davis nominates Rachael Bittiker, 2724 North Pass, to serve as a member of the Downtown Review Board for a term expiring June 8, 2029; she is filling a vacancy on the board.

   Approved.

BILLS FOR PASSAGE:

8. **BILL # 138-26**
AN ORDINANCE AUTHORIZING THE EXECUTION OF AGREEMENTS FOR ON-CALL MOWING AND NUISANCE ABATEMENT SERVICES WITH ARK UNLIMITED, IN AND OUT LAWN CARE, BENILDE HALL AND WRIGHT & SONS COMPANY TO PROVIDE NUISANCE ABATEMENT OF WEEDS, RANK GROWTH AND TRASH FOR THE CITY OF SAINT JOSEPH, MISSOURI.

   The ordinance, having been read the first time on May 26, 2026, was read the second time and passed.
   S.O. 10822

9. **BILL # 139-26**
AN ORDINANCE AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT FOR ON-CALL APPRAISAL SERVICES WITH DONOHO APPRAISALS FOR THE CITY OF ST. JOSEPH.

   The ordinance, having been read the first time on May 26, 2026, was read the second time and passed.
   S.O. 10823

10. **BILL # 140-26**
AN ORDINANCE AUTHORIZING THE SUBMITTAL OF THE SECOND-YEAR ANNUAL PLAN FOR THE USE OF PROGRAM YEAR 2026/2027 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

    The ordinance, having been read the first time on May 26, 2026, was read the second time and passed.
    S.O. 10824

11. **BILL # 141-26**
AN ORDINANCE SPONSORED BY MAYOR LARRY MILLER ADOPTING THE FISCAL YEAR 2026-2027 BUDGET FOR THE CITY OF ST. JOSEPH, MISSOURI, AS SET FORTH IN EXHIBITS "A" & "B."

    The ordinance, having been read the first time on May 26, 2026, was read the second time and passed.
    S.O. 10825

RESOLUTIONS FOR ADOPTION:

12. **BILL # 142-26**
A RESOLUTION APPROVING THE CITY'S FIVE-YEAR (FISCAL YEARS 2027/2028 - 2031/2032) CAPITAL IMPROVEMENT PROGRAM.

    The resolution was read and adopted.
    Resolution No. 5659

13. **BILL # 143-26**
A RESOLUTION OF OFFICIAL INTENT OF THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, FOR THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIA' DEVELOPMENT REVENUE BONDS TO FINANCE A PROJECT FOR THE BENEFIT O THE WOODSON DEVELOPMENT GROUP LLC AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.

The resolution was read and adopted.
Resolution No. 5660

14. **BILL # 144-26**

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACTOR/PROFESSIONAL SERVICES CONTRACT WITH KW SERVICES DIRT WORK AND EXCAVATION LLC FOR THE CONSTRUCTION OF THE MISSOURI THEATER FENCING AND ALLEY CONSTRUCTION SERVICES UTILIZING RIVERBLUFF GATEWAY STATE ARPA MONEY IN THE AMOUNT OF $91,882.00.

The resolution was read and adopted.
Resolution No. 5661

15. **BILL # 145-26**

A RESOLUTION AUTHORIZING THE EXECUTION OF A LUMP SUM CONTRACT WITH INTEGRATED OPENINGS SOLUTIONS LLC DBA AUTOMATIC DOOR SYSTEMS, LLC FOR THE CONSTRUCTION OF THE CIVIC ARENA EXTERIOR DOOR REPLACEMEN PROJECT UTILIZING THE RIVER BLUFF GATEWAY STATE ARPA MONEY IN THE AMOUNT OF $147,480.00.

The resolution was read and adopted.
Resolution No. 5662

16. **BILL # 147-26**
A RESOLUTION AUTHORIZING PROJECT PHASE 4 PROCUREMENT OF DOMESTIC BLOWER EQUIPMENT WITH GARNEY CONSTRUCTION IN THE AMOUNT OF $1,146,797.00 FOR THE WATER PROTECTION FACILITY.

The resolution was read and adopted.
Resolution No. 5663

17. **BILL # 148-26**
A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO AN AGREEMENT WITH THOMAS MCGEE, L.C. UNDER WHICH THOMAS MCGEE, L.C. WILL CONTINUE TO PROVIDE THIRD-PARTY ADMINISTRATION SERVICES ASSOCIATED WITH THE CITY'S SELF-INSURED WORKERS' COMPENSATION PROGRAM.

The resolution was read and adopted.
Resolution No. 5664

18. **BILL # 149-26**
A RESOLUTION AUTHORIZING RENEWAL OF THE BOND AND EXCESS INSURANCE POLICY WITH SAFETY NATIONAL CASUALTY CORPORATION THROUGH THOMAS MCGEE, L.C. TO COMPLY WITH THE DIVISION OF WORKERS' COMPENSATION REQUIREMENT FOR A SELF-INSURED WORKERS' COMPENSATION PROGRAM.

The resolution was read and adopted.
Resolution No. 5665

19. **BILL # 150-26**
A RESOLUTION AUTHORIZING THE PURCHASE OF FOURTEEN (14) MOTOROLA APX8500 ALL BAND MOBILE RADIOS FOR THE POLICE DEPARTMENT FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF $93,954.00 AND RELATED PROGRAMMING SERVICES FROM MIDWEST MOBILE RADIO SERVICE, INC. IN THE AMOUNT OF $2,555.00 UTILIZING CAPITAL IMPROVEMENT PROGRAM (CIP) FUNDS FOR A TOTAL COST OF $96,509.00.

The resolution was read and adopted.
Resolution No. 5666

********** End of Consent Agenda **********

NOMINATIONS & APPOINTMENTS:

20. None.

BILLS FOR PASSAGE:

21. **BILL # 120-26**
AN ORDINANCE ISSUING A CONDITIONAL USE PERMIT FOR THE PROPERTY LOCATED AT 723 SOUTH 8TH STREET FOR USE AS A TOW LOT AS REQUESTED BY VINCENT BRADLEY TRIGG.

It was moved by Councilmember Novak and seconded by Councilmember Wilkinson that Bill #120-26 be referred back to Planning Commission with an amendment to require fence screening surrounding the lot. Motion carried. Ayes, Clibon, Davis, Eslinger, Miller, Moore, Novak, Schultz, Wilkinson--8. Absent, Trout—1.

EMERGENCY BILLS FOR PASSAGE:

22. None.

RESOLUTIONS FOR ADOPTION:

23. **BILL # 146-26**
A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACTOR/PROFESSIONAL SERVICES CONTRACT WITH RS ELECTRIC UTILITY SERVICES FOR CROSSWALK IMPROVEMENTS ON ST. JOSEPH AVENUE NEAR LINDBERGH ELEMENTARY SCHOOL UTILIZING RIVER BLUFF GATEWAY STATE ARPA MONEY IN THE AMOUNT OF $248,120.00.

The resolution was read and adopted. Abstain, Schultz.
Resolution No. 5667

See under "Public Comment" for comments from those appearing to be heard.

BILLS FOR FIRST READING:

24. **BILL # 151-26**
AN ORDINANCE AMENDING SECTIONS 28-98, 28-99 AND 28-104 AND REPEALING SECTIONS 28-101, 28-102 AND 28-103 OF CHAPTER 28 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES TO CHANGE THE FINE AMOUNTS AND PROCEDURES FOR HANDLING MUNICIPAL PARKING TICKETS.

The ordinance was introduced and read the first time.

25. **BILL # 152-26**
AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH HOOD AND ASSOCIATES, CPAS PC., TO PERFORM THE CITY'S ANNUAL AUDIT.

The ordinance was introduced and read the first time.

26. **BILL # 153-26**
AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE HUMAN RESOURCES TRAINING BUDGET TO RECOGNIZE WELLNESS FUNDS RECEIVED FROM BLUE CROSS BLUE SHIELD IN THE AMOUNT OF $25,000.00 AND AUTHORIZING THE PURCHASE OF LEADERSHIP TRAINING THROUGH THE 3D INSTITUTE FOR 67 EMPLOYEES TO ATTEND.

The ordinance was introduced and read the first time.

27. **BILL # 154-26**
AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE SPECIAL ALLOCATION FUND; DECLARING THE AMOUNT OF $750,527.89 FOR THE COOK ROAD CORRIDOR TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS SURPLUS; AND AUTHORIZING THE DISTRIBUTION OF THE SURPLUS FUNDS TO TAXING DISTRICTS

IN ACCORDANCE WITH THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT OF THE REVISED STATUTES OF MISSOURI.

The ordinance was introduced and read the first time.

28. **BILL # 155-26**
AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE EXISTING PERFORMANCE AGREEMENT BETWEEN THE CITY OF ST. JOSEPH, MISSOURI, AND CII MISSOURI, LLC, ORIGINALLY ENTERED INTO IN CONNECTION WITH CITY'S ISSUANCE OF ITS TAXABLE INDUSTRIAL DEVELOPMENT BONDS (CII MISSOURI, LLC PROJECT), SERIES 2021.

The ordinance was introduced and read the first time.

29. **BILL # 156-26**
AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION WITH THE LAKE CONTRARY FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

The ordinance was introduced and read the first time.

30. **BILL # 157-26**
AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION WITH THE COLONY HILLS FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

The ordinance was introduced and read the first time.

31. **BILL # 158-26**
AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION WITH THE MAXWELL HEIGHTS FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

The ordinance was introduced and read the first time.

32. **BILL # 159-26**
AN ORDINANCE AUTHORIZING EXECUTION OF A REVISED WORKING AGREEMENT WITH LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 579 AND THE CITY OF ST. JOSEPH, MISSOURI.

The ordinance was introduced and read the first time.

33. **BILL # 160-26**

AN ORDINANCE AUTHORIZING EXECUTION OF A LEASE AND OPERATIONAL SERVICES AGREEMENT WITH MISSOURI WESTERN STATE UNIVERSITY FOR PUBLIC AND CITY OF ST. JOSEPH USE OF THE THOMAS EAGLETON INDOOR POOL IN THE ANNUAL AMOUNT OF $108,001.00.

The ordinance was introduced and read the first time.

34. **BILL # 161-26**
AN ORDINANCE AUTHORIZING THE EXECUTION OF A THREE-YEAR ANALOG

REPLACEMENT SERVICES AGREEMENT BETWEEN THE CITY OF ST. JOSEPH, MISSOURI AND GRANITE TELECOMMUNICATIONS, LLC.

The ordinance was introduced and read the first time.

REPORTS OF BOARDS & COMMISSIONS:

35. Filed 5/22/26: Minutes of the Police Pension Board meeting held April 15, 2026 at 4:00 p.m., in the First Floor Conference Room at City Hall.

36. Filed 5/22/26: Minutes of the Human Rights Commission meeting held May 21, 2026, at 5:00 p.m. at the Family Guidance Center, 724 N. 22nd Street.

37. Filed 5/27/26: Minutes of the Social Welfare Board meeting held April 28, 2026, at 3:00pm, at Roger's Pharmacy, 3705 N Belt Highway.

38. Filed 5/27/26: Minutes of the Housing Authority meeting held April 16, 2026 at 4:00 p.m., at the Housing Authority Office, 2902 South 36th Street.

39. Filed 6/1/26: Minutes of the St. Joseph Public Library meeting held May 28, 2026, at 6:00pr at the East Hills Library, 502 N. Woodbine Road.

WORK SESSION MINUTES - CITY CLERK'S OFFICE:

40. Filed 5/29/26: Minutes of the City Council Work Session held May 20, 2026, at 3:00pm, in the Fourth Floor Conference Room at City Hall.

REPORTS & RECOMMENDATIONS OF THE CITY MANAGER:

41. None.

DELEGATIONS, PETITIONS:

42. None.

COMMUNICATIONS:

43. Filed 5/20/26: St. Joseph Museums, Inc. Financial Reports July 2025- April 2026

44. Filed 5/21/26: Human Resources Department Monthly Activity Report, April 2026.

45. Filed 5/26/26: Minutes of the St. Joseph Museums Fundraising Committee meeting held May 14, 2026, at 4:00pm, at St. Joseph Museums, 3406 Frederick Avenue.

46. Filed 6/1/26: Minutes of the St. Joseph Museums Personnel Committee meeting held May 18, 2026, at 4:00pm, at St. Joseph Museums, 3406 Frederick Avenue.

47. Filed 6/1/26: Municipal Division Summary Report May 2026.

48. Filed 6/2/26: Health Department monthly report, April 2026.

OTHER BUSINESS:

49. City Manager's Report.

City Manager Mike Schumacher reported that we had the opportunity to go over the 5-year street plan, and he wanted to compliment Public Works and Technology. Through GIS and mapping, we will see a plan laid out for street improvements for 5-years. Public Works pulled in our utility partners to include street cuts as well.

He complimented the Police Department, Codes, Streets, and Public Works efforts in addressing a concern from a citizen recently who called into the City Clerk's office for assistance on a private matter. He said it's great seeing us move as one team to serve our customers.

He thanked the Laborer's Union 579 for the contract negotiation experience. He said all labor contracts are now behind us for three years.

PUBLIC COMMENT:

Bill #146-26:

- Nancy Kelly (2837 Renick St) expressed her concern over how many bids were received for this project. She also wanted to know if the crosswalk would be operational 24 hours a day for anyone to use. She asked if this was the only bid; could we hold it for additional bids? She thinks we should also put a crosswalk at Robidoux.

Public Comment:

- Jason Adolphson (1116 Olive St) provided information regarding the "American Redlining Recovery Act" which he provided Council a handout for further information.

- Jim Weidinger (4614 Iris Ave) expressed his concerns over the annexation of the property on Pickett Road. He said he hopes that Council will get more facts before making a decision on the annexation.

ADJOURN:

By general consent, the City Council adjourned.

The meeting adjourned at 06:06 PM.

Kaycee Garton

Minutes transcribed by Kaycee Garton, City Clerk

City of
St. Joseph
Missouri

1100 Frederick Avenue
St. Joseph, Missouri 64501
816.271.5300

June 8, 2026

The Honorable Members
of the City Council
St. Joseph, Missouri 64501

Dear Councilmembers:

Pursuant to Section 2-1505 of the Code of Ordinances, I hereby nominate Isaura Garcia, 2313 Cardinal Lane, to serve as a member of the Land Bank Board, subject to the concurrence of the City Council.

Mrs. Garcia's term will expire June 22, 2030. She is filling a vacancy on the board.

Sincerely,

Larry Miller
Mayor

CITY CLERK'S OFFICE
2026 JUN -8 PM 5:01

City of
St. Joseph
Missouri

1100 Frederick Avenue
St. Joseph, Missouri 64501
816.271.5300

June 8, 2026

To the Honorable Mayor and
Members of the City Council
St. Joseph, Missouri 64501

Dear Mayor and Councilmembers:

Pursuant to Sections 2-471 - 2-474 and 2-535 – 2-538 of the Code of Ordinances, I hereby nominate Mike Cazel, 3010 N 39th Terrace, to serve as a member of the Community Police Advisory Committee, subject to the concurrence of the City Council.

Mr. Cazel's term will expire on June 22, 2029. He is replacing Carol Barksdale whose term has expired.

Sincerely,

Gary Wilkinson
Deputy Mayor

CITY CLERK
2026 JUN 8 PM 5:01

City of
St. Joseph
Missouri

1100 Frederick Avenue
St. Joseph, Missouri 64501
816.271.5300

June 11, 2026

The Honorable Members
of the City Council
St. Joseph, Missouri 64501

Dear Councilmembers:

Pursuant to Sections 2-471 – 2-474 and 2-715 – 2-720 of the Code of Ordinances of the City of St. Joseph, Missouri, I hereby nominate Nancy Nash, 3901 Eastgate Drive, to serve as a member of the Social Welfare Board, subject to the concurrence of the City Council.

Ms. Nash's term will expire May 31, 2029; she is being reappointed.

Sincerely,

Larry Miller
Mayor

BILL # 44-26

AN ORDINANCE SPONSORED BY COUNCILMEMBER ESLINGER AMENDING ARTICLE V "OFFENSES AGAINST PUBLIC PEACE AND ORDER" OF CHAPTER 20 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES TO ADD A NEW SECTION 20-194 TITLED "UNAUTHORIZED RELOCATION OF TRANSIENT AND UNHOUSED INDIVIDUALS."

WHEREAS, the City of St. Joseph is aware of other cities and communities addressing their own homelessness and transient population issues by relocating such unhoused individuals to other cities and communities, typically by providing such individuals with one-way bus tickets; and

WHEREAS, it is the desire of the City Council to amend the City's criminal code to address the unauthorized and unwelcome relocation of transient and unhoused individuals to the City of St. Joseph; and

WHEREAS, displaced transient and unhoused individuals tend to negatively affect the health and safety of the community and disrupt the public peace and order through increases in crime, drug activity, and pollution, thereby straining public resources; and

WHEREAS, the City is amending the Code of Ordinances to make it unlawful for other communities and/or individuals outside of St. Joseph to relocate unhoused and/or transient individuals to St. Joseph without the City's consent or agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

SECTION 1. That Chapter 20 "Offenses and Miscellaneous Provisions" Article V "Offenses Against Public Peace and Order" of the Code of Ordinance of the City of St. Joseph, Missouri, be, and hereby is, amended by enacting a new Section 20-194 to be entitled, numbered and read as follows:

Sec. 20-194. Unauthorized relocation of transient and unhoused individuals.

(a) It shall be unlawful for any person, entity, or agent, whether government official or private party, from outside the City limits to knowingly cause the relocation of any transient or unhoused individual from outside of St. Joseph, to St. Joseph either directly or indirectly, by, for example, providing one-way transport and drop off of such individual to public property, or private property that is accessible to the public, within the City of St. Joseph, when the person being transported and dropped off lacks a fixed, regular, and adequate night-time residence.

(b) A person "lacks a fixed, regular, and adequate night-time residence" within the meaning of subsection (a) when that person:

1. Has a primary night-time residence that is a public or private place not meant for habitation;
2. Lives in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs); or
3. Is exiting any jail, institution, or health care facility where they have resided for 365 days or less and who did not reside in St. Joseph immediately before

entering that institution.

(c) The prohibition contained in subsection (a) shall not be interpreted to prohibit the following authorized activities:

1. Transporting a person to be booked into a jail;
2. Transporting a person to be treated at a hospital or other medical facility under emergency circumstances;
3. Transporting a person to reside at a shelter, temporary housing facility, or permanent housing facility, when it can be verified that the individual being transported has already been accepted to reside at the shelter or facility;
4. Transporting a person to attend a verified appointment with a health care provider, governmental or nonprofit social service provider; or
5. Transporting a person to attend a scheduled court hearing.

(d) Penalty. A violation of this section is a misdemeanor punishable under Section 1-14.

SECTION 2. That any ordinances, or parts of ordinances in conflict with this ordinance be, and hereby are, repealed.

SECTION 3. That if any provision of this ordinance is found to be invalid, such provision shall be considered to be severable from the other parts of this ordinance and shall not affect the validity of the remaining parts of this ordinance.

SECTION 4. That this Ordinance shall be in full force and effect thirty days after date of passage.

Approved as to form:

_____
City Attorney

Passed: _____, 20_____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: Legal

Purpose: To amend Article V “Offenses Against Public Peace and Order” of Chapter 20 “Offenses and Miscellaneous Provisions” of the Code of Ordinances to add a new section 20-194 titled "Unauthorized Relocation of Transient and Unhoused Individuals."

Remarks: It has come to the City’s attention that other municipalities in the region have begun providing transient and unhoused persons with one-way bus tickets to other cities, including St. Joseph. Essentially, other communities are dealing with their own homelessness problems by sending unhoused individuals to other cities. The City of St. Joseph has limited resources with which to deal with homelessness, and those resources are already strained as is. For this reason, the City will make it a criminal misdemeanor for anyone outside of St. Joseph to relocate unhoused and transient individuals to St. Joseph, if such individuals do not have any ties to the City and aren’t being sent here for some lawful purpose, such as medical treatment or a court hearing.

This ordinance reflects the following action items in the City’s Strategic Plan:

1. Invest in our People; reduce homelessness in the community.
2. Create a Clean and Vibrant City.

BILL # 151-26
AN ORDINANCE AMENDING SECTIONS 28-98, 28-99 AND 28-104 AND REPEALING SECTIONS 28-101, 28-102 AND 28-103 OF CHAPTER 28 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES TO CHANGE THE FINE AMOUNTS AND PROCEDURES FOR HANDLING MUNICIPAL PARKING TICKETS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That Chapter 28 of the Code of Ordinances of the City of St. Joseph, Missouri, be, and hereby is, amended by repealing Section 28-98 entitled "Notice to respond for parking violation." and enacting in lieu thereof a new Section 28-98 to be numbered and read as follows:

Sec. 28-98. Notice to respond for parking violation.
Whenever any vehicle, without a driver, is found parked in violation of any of the parking regulations of this chapter, the police officer or other authorized official finding such vehicle shall take the registration number and any other information displayed on the vehicle which may identify the user and affix conspicuously to such vehicle a notice in writing for the driver to answer to the charge against him **by either paying the amount indicated, either at the location indicated or online, before the court date, or by appearing at the given court date, time and location.** ~~within ten days from the date of violation, excepting Sundays and legal holidays, at the office of the director of finance.~~

Section 2. That Chapter 28 of the Code of Ordinances of the City of St. Joseph, Missouri, be, and hereby is, amended by repealing Section 28-99 entitled "Failure to appear for parking violation." and enacting in lieu thereof a new Section 28-99 to be numbered and read as follows:

Sec. 28-99. Failure to **pay or** appear for parking violation.

(a) It shall be unlawful for any driver of a vehicle to willfully neglect to answer to any charges set forth in the notice affixed by a police officer or other authorized official in accordance with Section 28-98. ~~, regardless of the disposition of the charge for which the notice was originally issued.~~

(b) When a ticket is issued for a violation of any parking regulation of this chapter and such ticket is not paid, and the driver does not appear at the given court date, ~~and no request for a trial is made~~ the following process shall be, and hereby is, established for the collection of said ticket:

(1) ~~A letter stating the delinquency of payment shall be issued by the finance department within 30 days of the date on which the finance department receives the ticket and address information.~~ **A summons shall be issued to the driver giving them a new date and time to appear in municipal court.**

(2) ~~If the ticket remains unpaid for a period of 60 days, the city will proceed to file charges and request the court to issue a summons for the violator.~~ **If the driver fails to appear on the summons date, or otherwise satisfy the ticket prior to the summons date, a warrant shall be issued for the driver's arrest.**

Section 3. That Chapter 28 of the Code of Ordinances of the City of St. Joseph, Missouri, be, and hereby is, amended by repealing Section 28-101 entitled "Payment of fine, posting bond." in its entirety.

Section 4. That Chapter 28 of the Code of Ordinances of the City of St. Joseph, Missouri, be, and hereby is, amended by repealing Section 28-102 entitled "Appeal to court." in its entirety.

Section 5. That Chapter 28 of the Code of Ordinances of the City of St. Joseph, Missouri, be, and hereby is, amended by repealing Section 28-103 entitled "Procedure upon failure to pay fine or appeal." in its entirety.

Section 6. That Chapter 28 of the Code of Ordinances of the City of St. Joseph, Missouri, be, and hereby is, amended by repealing Section 28-104 entitled "Schedule of penalties." and enacting in lieu thereof a new Section 28-104 to be numbered and read as follows:

Sec. 28-104. Schedule of penalties.

~~(a) There shall be maintained in the office of the municipal court a tabulated schedule of penalties for traffic violations, such schedule to be furnished by the judge of the municipal court. The tabulated schedule of penalties and changes thereof shall be filed by the judge of the municipal court with the city clerk.~~

~~(b) The schedule of penalties for parking violations shall be as follows:~~

~~(attached here is a chart which is being repealed in its entirety)~~

The schedule of penalties for parking violations shall be as follows:

(a) $15.00 for all parking violations other than illegally parking in a handicapped zone.

(b) $100.00 for illegally parking in a handicapped zone.

Section 7. That any ordinances or parts of ordinances in conflict with this ordinance be, and hereby are, repealed.

Section 8. That if any provision of this ordinance is found to be invalid, such provision shall be considered to be severable from the other parts of this ordinance and shall not affect the validity of the remaining parts of this ordinance.

Section 9. That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: Police

Purpose: To amend Sections 28-98, 28-99 and 28-104, and to repeal Sections 28-101, 28-102 and 28-103 of Chapter 28 “Traffic and Vehicles” of the Code of Ordinances to change the fine amounts and procedures for handling municipal parking tickets.

Remarks: This spring the City of St. Joseph Police Department began integrating a new computer service from TBL Systems, Inc., (TBL) that, among other things, makes it easier to write tickets and process those tickets with the Municipal Court and the Office of State Courts Administrator (OSCA). It was realized by staff that this transition would be an ideal time to repeal our two-tier system of issuing parking tickets that allowed payments in multiple locations and allowed tickets to be written by different divisions of the City, which resulted in differing payment amounts and fee schedules.

As staff researched new options, it was discovered that processing tickets through the TBL system strictly with OSCA would result not only in a fine amount mandated by OSCA ($15.50) but also mandatory court costs of $35.50, resulting in a total cost per parking ticket of $51.00. Determining that cost to be excessive, staff settled on the following protocol: A parking ticket will be issued through the TBL system. The ticket will give a court date and fine amount of $15.00 for parking tickets that do not involve a handicapped spot. It will also give a "pay by" date that will be a few days before the court date. That amount can be paid in person at City Hall on the first floor (although the location of payment may change in the future), or online. If the ticket is paid before the "pay by" date, the case is closed. If the ticket is not paid by the "pay by" date, then it is turned over to the Municipal Court for the defendant/driver to take the ticket to a trial or otherwise handle it through the court system. By doing so, however, the defendant/driver will incur mandatory court costs through OSCA, and the Court will not necessarily be bound by the original $15.00 fine.

This ordinance supports the following action items in the City’s strategic plan:
1. Improve access to public safety and services.
2. Ensure fiscal responsibility.

SPECIAL **Ordinance No.**

BILL # 152-26

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH HOOD AND ASSOCIATES, CPAS PC., TO PERFORM THE CITY'S ANNUAL AUDIT.

Whereas, the City of St. Joseph issued a Formal Request for Proposal (Bid No. RFP2026-22) seeking bids from qualified firms for auditing services; and

Whereas, the Request for Proposal was publicly advertised and administered in accordance with the City's procurement policies, with sealed proposals due March 24, 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

SECTION 1. That the Agreement by and between the City of St. Joseph, Missouri and Hood And Associates, CPAs PC, for purposes of performing the City's annual audit be, and hereby is, approved and that a true and accurate copy of said Agreement is attached hereto and incorporated herein by reference as though fully set out herein.

SECTION 2. That the City Manager be, and hereby is, authorized on behalf of the City of St. Joseph, Missouri, to execute said Agreement with Hood and Associates, CPAs PC, in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri commencing with Fiscal Year 2027 followed by separate audits for Fiscal Years 2028, 2029, 2030, and 2031.

SECTION 3. That the City Manager be, and hereby is, authorized on behalf of the City of St. Joseph, Missouri, to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of this agreement.

SECTION 4. The City will enter into a five (5) year contract with Hood and Associates, CPAs, PC, for said Annual Audits and the hour rates shall not exceed the maximum sum of $79,600 for the year ending June 30, 2026, $82,400 for the year ending June 30, 2027, $85,300 for the year ending June 30, 2028, $88,300 for the year ending June 30, 2029; and $91,300 for the year ending June 30, 2030 and each shall be subject to annual confirmation and ratification by resolution of the City Council.

SECTION 5. The Agreement for professional services will encompass the City's basic financial statement, the Police Pension Fund, Single Audit, and assistance to meet the requirements of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program.

SECTION 6. That the Director of Finance be, and hereby is, authorized on behalf of the City of St. Joseph, Missouri to record the expenditure in the Fiscal Year 2027 General Fund, Account Number 8310-1410 (Professional Services) and to issue a warrant in payment thereof in accordance with the terms of the agreement.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number: Various

Explanation to Council Bill
Originating Department: Finance

Purpose: An ordinance authorizing an Agreement for Professional Services with Hood and Associates CPAs PC, for purposes of performing the Annual Audit for the City of St. Joseph, Missouri.

Remarks: Section 3.8 fo the City Charter requires an annual audit and reads as follows: "The counsel shall provide for an independent audit of all city accounts at least annually. Such audits shall be made by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the city government or any of its officers. A copy of the report prepared by the certified public accountant or firm of such accountants shall be kept in the city clerk's office and shall be open to public inspection." Accordingly, due to expiration of the current auditing services contract, the City advertised a Request for Proposals (RFP) through the City's Ionwave platform. Proposals were received from the following:

- Hood and Associates CPAs PC - Scoring 86.44
- CliftonLarsonAllen LLP - Scoring 80.22
- Sikich CPA LLC - Scoring 74.67
- Forvis Mazars, LLP - Scoring 71.11

All firms identified above are known to have varying degrees of experience in conducting audits of local governments. Proposals were reviewed and scored by independent reviewers.

The annual audit encompasses three separate audit reports including the City's basic financial statement, Police Pension Fund, Single Audit, and assistance to meet the requirements of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program.

Based on a detailed review and independent scoring of the written proposals, professional fees, and service options, staff recommends that Hood and Associates CPAs PC as the City's independent auditing firm. The Agreement for Professional Services will be for the five fiscal years commencing 2027 and ending 2031. Audit services for each year subsequent to fiscal year 2027 will require confirmation and rectification by resolution of the City Council.

The resolution supports the following action items in the City's strategic plan:

1. Ensure Fiscal Responsibility: Budget accurately and stay within our own budget.

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT

THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES, made this _____ day of _____, 2026, by and between the CITY OF ST. JOSEPH, MISSOURI, a Municipal Corporation, hereinafter referred to as the "CITY", and Hood & Associates, CPAs PC, hereinafter referred to as the "AUDITOR".

WITNESSETH:

THAT WHEREAS, by the terms and provisions of Section 3.8 of the Charter of the City of St. Joseph, Missouri, the City Council is required to provide that an annual, independent audit of the CITY's books and records be made by certified public accountants who have no personal or financial interest, direct or indirect, in the fiscal affairs of the CITY, or of any of its officers, and who are experienced and qualified in municipal and governmental auditing.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter stated, the receipt and adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

A That the AUDITOR shall conduct an examination and audit encompassing all funds for the City of St. Joseph, Missouri's Comprehensive Annual Financial Report, OMB Circular A-133 Report and City of St. Joseph Police Pension Report as specified in the request for audit proposals and proposal for audit services on file in the office of the City Clerk, as more specifically set out in Exhibit A, Scope of Work.

B The CITY shall pay AUDITOR for the proper performance of the Services at the hourly rates set forth on Exhibit B, provided, that the total of all payments based upon the hourly rates shall not exceed the maximum sum of $79,600 for the year ending June 30, 2026, $82,400 for the year ending June 30, 2027, $85,300 for the year ending June 30, 2028, $88,300 for the year ending June 30, 2029; and $91,300 for the year ending June 30, 2030 (the "Fee"). AUDITOR acknowledges that it is accepting and assuming certain liabilities and risks under this Agreement, and for the express purpose of inducing the CITY to execute this Agreement, AUDITOR agrees that all such liabilities and risks have been analyzed, assessed and included in the Fee.

C The AUDITOR shall submit detailed invoices for the Services on a monthly basis. AUDITOR shall utilize the form of invoice approved by the CITY. The invoice shall describe with reasonable particularity the type and nature of each Service rendered, the date such Service was rendered, the classification and name of each person rending each Service, the hours expended by each class of persons for each Service, the applicable hourly rate and the total amount charged for each Service. The period covered by each invoice shall be for Services rendered pursuant to this Agreement during the previous month.

D The CITY may withhold monies otherwise due AUDITOR on account of AUDITOR's failure to perform in accordance with the terms and conditions of this Agreement and/or to satisfy any amounts payable to the CITY by AUDITOR under the terms of this Agreement. Within ten (10) days of exercising its right to withhold monies, the CITY will provide written notice to AUDITOR of the reasons therefor and shall thereafter provide AUDITOR with a reasonable opportunity to cure. When all reasons supporting the CITY's withholding have been removed

to the CITY's reasonable satisfaction, the CITY agrees to pay promptly any monies withheld that are otherwise due AUDITOR.

E The AUDITOR shall keep records relating to the Services and any and all expenses, costs, liabilities and fees related thereto in accordance with generally accepted accounting principles and shall make such records available to the CITY, its representatives and the representatives of any state, regional, federal or other agency providing funding for the Audit. All records shall be maintained by the AUDITOR for a period of five (5) years following completion of the Audit and shall be made available to the CITY, its representatives and the representatives of any state, regional, federal or other agency providing funding for the Audit.

F This Agreement is specifically subject to annual confirmation by resolution of the City Council and that failure of the Council to ratify the continuance of said Agreement within ninety (90) days prior to the end of each fiscal year shall be cause for termination of the Agreement for that and all subsequent fiscal years.

G Payment of the fee in each of these succeeding periods is subject to annual appropriation of the Council thereof.

H Either party may cancel this Agreement upon ninety (90) days written notice during any fiscal year.

I The AUDITOR shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract, AUDITOR shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. AUDITOR shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. AUDITOR agrees to abide by any and all rules promulgated by the attorney general that are designed to implement R.S.Mo. Sections 285.525-285.550.

J The AUDITOR shall certify that it is aware of the provisions of the Missouri workers' compensation law which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the state statutes and that it will comply with such workers' compensation laws before commencing the performance of the work of this Agreement.

K The AUDITOR shall indemnify and hold harmless the CITY and its consultants, officers, agents and employees from and against claims, damages, losses or expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the negligent performance of the AUDITOR's services hereunder and the contributory negligence of the AUDITOR and any third party regardless of whether or not such claim, damage, loss or expense is caused or is alleged to be caused in part by the negligence of a party indemnified hereunder. The above-said right of indemnity shall be in addition to other rights of indemnity that the CITY may possess.

1 The indemnification obligation under Paragraph J and its subparts shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for

the AUDITOR under workers' or workmen's compensation acts, disability payment acts or other employee benefit acts.

2 Except for professional liability insurance, all insurance required hereunder shall provide that the insurer's cost of providing the insured(s) a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. AUDITOR shall cause its insurance carriers to waive all rights of subrogation against the CITY and its officers, employees and agents.

3 The AUDITOR shall indemnify and hold the CITY, its officer, agents, directors and employees, harmless from all wages and overtime compensation due to the AUDITOR's employees in rendering services pursuant to this Agreement, including payment of reasonable attorney's fee and costs in the defense of any claim made under the Fair Labor Standards act or any other federal or state law.

L The AUDITOR agrees to secure and maintain for the periods set forth below, at the AUDITOR's sole cost and expense, the following insurance coverage in the form and in amounts not less than the amounts specified below:

1 The AUDITOR shall maintain at all times during the term of this Agreement and for a period of one (1) year, annually renewed thereafter, Professional Liability insurance covering claims arising out of the performance of the AUDITOR's services under this Agreement and for claims arising out of allegations of errors, omissions or negligent acts for which the AUDITOR may be liable, with a minimum policy limit of One Million Dollars ($1,000,000.00) each claim, and Two Million Dollars ($2,000,000.00) aggregate.

2 The AUDITOR shall maintain at all times during the term of this Agreement and for a period of one (1) year thereafter comprehensive general liability insurance with a standard broad-form endorsement which shall protect the AUDITOR and the CITY, their agents, servants, employees, officers and consultants against claims in connection with or resulting from the AUDITOR's performance of this Agreement. Such insurance shall be endorsed to provide blanket contractual liability insurance and shall cover the AUDITOR's indemnity obligations contained in this Agreement, as well as other contractual liability. Such insurance shall have coverage with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate. AUDITOR shall maintain Cyber Insurance with minimum limits of Two Million Dollars ($2,000,000.00) each claim.

3 The AUDITOR shall maintain at all times during the term of this Agreement and for a period of one (1) year thereafter business automobile insurance coverage for all owned, hired or non-owned vehicles utilized by the AUDITOR with minimum limits of coverage of a combined limit of not less than One Million Dollars ($1,000,000.00) per occurrence.

4 The AUDITOR shall maintain at all times during the term of this Agreement an "all risk" property damage floater policy covering the AUDITOR's personal property and the AUDITOR's equipment, whether owned, leased or rented by the AUDITOR. In addition, the AUDITOR shall effect "valuable paper" coverage in an amount equal to the cost to reproduce or replace data, maps, drawings, specifications and any other materials relating to the Audit.

5 The AUDITOR shall maintain at all times during the term of this Agreement insurance coverage:

a) Claims under workers' or workman's compensation, disability benefit and other similar employee benefit laws;

b) Claims for damages because of bodily injury, occupational sickness or disease or death of the AUDITOR's employees under any applicable employer's liability law; and

c) Claims for damages for bodily injury, sicknesses or disease or death of persons other than the AUDITOR's employees.

d) The AUDITOR shall also provide and maintain any type of insurance not described above which it requires for its own protection or on account of statutes.

e) The AUDITOR's commercial general liability policy and business automobile liability policy, as set forth above, shall be endorsed to include the CITY as an additional insured. Further, the AUDITOR's "all-risk property damage policy" shall cover the City's interest in such property.

M All insurance required hereunder shall not be subject to a deductible amount on a per-claim basis of more than Ten Thousand Dollars ($10,000.00) and shall not be subject to an aggregate deductible of more than Twenty-Five Thousand Dollars ($25,000.00). The AUDITOR's comprehensive liability policy, business automobile liability policy and "all risk" property damage policy, as set forth above, shall be on an occurrence basis.

N All insurance coverage procured by the AUDITOR, with the possible exception of workers compensation insurance coverage, shall be provided by insurance companies having policyholder ratings not lower than "A-" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of this Agreement and subsequently in effect at the time of renewal of any policies required hereunder; or policyholder ratings otherwise deemed acceptable by the CITY.

O The AUDITOR shall provide certificate(s) of insurance to the CITY before the AUDITOR shall be entitled to any sum of money payable under this Agreement. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' notice shall be given to the CITY before any policy covered thereby is changed or canceled. Such certificate shall be in a form acceptable to the CITY. The AUDITOR shall have the obligation to provide additional certificate(s) evidencing continuation of coverages with respect to insurance coverages that are to remain in force after completion of the Audit as set forth in this contract.

P The maintenance in full current force and effect of such terms and amounts of insurance shall be a condition precedent to the AUDITOR's exercise or enforcement of any rights under this Agreement.

Q The AUDITOR hereby waives all rights to assert any claim against the CITY with respect to any loss or damage howsoever caused to the extent any such loss or damage is covered by

insurance including deductibles or self-insurance. The AUDITOR and its insurers hereby waive all rights of subrogation.

R If a part of the Work hereunder is performed by a consultant or subcontractor of the AUDITOR, the AUDITOR shall cover any and all consultants and subcontractors in its policies and require each consultant or subcontractor to secure and maintain insurance against all applicable hazards or risks of loss and in the amounts and forms set forth in this contract.

S That both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned or sublet by either party without the prior written consent of the other.

T That this Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

U That the AUDITOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY.

V That if any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby; to the contrary, the illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

W That this document, and its attachments, contains all the terms and conditions of this Agreement, and any alteration or variations of the terms of this Agreement shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations or agreements, written or oral, not incorporated herein.

X All information, electronic data, documents, specifications, plans, computer discs, diskettes, and reports which contain information relating to AUDITOR's performance hereunder or which are originated and prepared for the CITY pursuant to this Agreement (the "Documents"), regardless of any disputes between the CITY and AUDITOR, are the property of the CITY who shall have all ownership rights to the Documents free of any retention rights of AUDITOR. Accordingly, the CITY shall have the right to use, duplicate and disclose in whole, or in part, the Documents and to authorize others to do so for any proper purposes.

Y The AUDITOR shall not duplicate or disclose the Documents, in whole or in part, in any manner, without the prior written approval of the CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement, the date and year first above written.

CITY OF ST. JOSEPH, MISSOURI

_____
City Manager

A T T E S T:

_____
City Clerk

APPROVED AS TO FORM

_____
City Attorney

HOOD & ASSOCIATES, CPAs PC

By:_____

Title:_____

A T T E S T:

_____
Secretary

CITY OF ST. JOSEPH, MISSOURI

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2026 FINANCIAL STATEMENTS

	Total Hours	Standard Hourly Rates	Quoted Hourly Rates	Totals
Partner	45	$ 360	$ 300	$ 13,500
Manager	80	300	240	19,200
Seniors	120	260	210	25,200
Staff	155	180	140	21,700
Subtotal	400			
Total fee for the year ending June 30, 2026				$ 79,600 **

Total fee for 2026	$79,600**
Total fee for 2027	$82,400**
Total fee for 2028	$85,300**
Total fee for 2029	$88,300**
Total fee for 2030	$91,300**

**** The hours and fee shown above include the audit of the City of St. Joseph, Missouri's basic financial statements, a single audit of two (2) major programs and audit of the City of St. Joseph, Missouri Police Pension Fund. If additional major programs are required to be audited an additional fee of $3,500 per additional program will apply.**

Supplier Scoring Summary

RFP2026-22 Addendum 1 - Annual Audit Services - Scoring Round

Supplier	Rank	Score	RFP % Based Scoring	Minimum Qualifications	Audit Approach	Audit Costs
		100		40.00	40.00	20.00
Hood & Associates CPAs PC	1	86.44		35.56	35.56	15.33
CliftonLarsonAllen LLP	2	80.22		37.33	35.11	7.78
Sikich CPA LLC	3	74.67		30.67	28.44	15.56
Forvis Mazars, LLP	4	71.11		28.89	28.89	13.33
		78.11		33.11	32.00	13.00

SPECIAL **Ordinance No.**

BILL # 153-26
AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE HUMAN RESOURCES TRAINING BUDGET TO RECOGNIZE WELLNESS FUNDS RECEIVED FROM BLUE CROSS BLUE SHIELD IN THE AMOUNT OF $25,000.00 AND AUTHORIZING THE PURCHASE OF LEADERSHIP TRAINING THROUGH THE 3D INSTITUTE FOR 67 EMPLOYEES TO ATTEND.

WHEREAS, Blue Cross Blue Shield of Kansas City, the City's health insurance provider, offers healthy living incentives each year to customers that encourage their employees to engage in healthy activities and lifestyles; and

WHEREAS, the City identified that leadership skills are needed, and

WHEREAS, the City purchased leadership training for 67 employees from 3D Leadership.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

SECTION 1. That the Human Resources budget in the General Fund be, and hereby is, amended for Fiscal Year 2025/2026 as follows:

REVENUE

ACCOUNT	DESCRIPTION	INCREASE
8620-5070	Recovery/Reimbursement	$25,000.00

APPROPRIATION

ACCOUNT	DESCRIPTION	INCREASE
8620-1265	Conference/Train/Travel	$25,000.00

That the City Manager be, and hereby is, authorized to purchase leadership training for 67 employees

SECTION 3. That the City Manager or designee be, and hereby is, authorized to sign all necessary documents which may subsequently be required to effectuate this purchase.

SECTION 4. That the Director of Finance be, and hereby is, authorized to record the budget amendments in the financial records of the City and to charge the Fiscal Year 2025/2026 General Fund Human Resources budget Account Number 8620-1265 (Conference/Train/Travel) when directed to do so by the Human Resources Director.

SECTION 5. That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: Human Resources

Purpose: To amend the Human Resources Training Budget to recognize wellness funds received from Blue Cross Blue Shield in the amount of $25,000.00 and authorize the purchase of leadership training through the 3D Institute for sixty-seven employees to attend.

Remarks: Blue Cross Blue Shield of Kansas City, the City's health insurance provider, offers healthy living incentives each year to customers that encourage their employees to engage in healthy activities and lifestyles. This fiscal year, Blue Cross Blue Shield offered to reimburse the City $25,000.00 for the training.

This project reflects the following action items in the City's strategic plan:

1. Invest in our People: Continue recruitment and retention efforts, maintain competitive pay and benefits.

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

3D Institute
7325 Forestwood Ct
Orlando, FL 32835 USA
mmillay@3dinstitute.com
https://3dinstitute.com/

INVOICE

BILL TO
Mike Schumacher
City of St. Joseph
1100 Frederick Avenue
St. Joseph, MO 64501
United States

INVOICE # 10787
DATE 04/10/2026
DUE DATE 04/10/2026
TERMS Due on receipt

CONTACT NAME
Mike Schumacher

SALES REP
Wes Simmons

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/10/2026	**SVC - 007 3D Master's Class (Cohort)**		67	375.00	25,125.00T

Ways to pay

BANK PayPal venmo

View and pay

SUBTOTAL	25,125.00
DISCOUNT	-125.00
TAX	0.00
TOTAL	25,000.00
BALANCE DUE	**$25,000.00**

BILL # 154-26

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE SPECIAL ALLOCATION FUND; DECLARING THE AMOUNT OF $750,527.89 FOR THE COOK ROAD CORRIDOR TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS SURPLUS; AND AUTHORIZING THE DISTRIBUTION OF THE SURPLUS FUNDS TO TAXING DISTRICTS IN ACCORDANCE WITH THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT OF THE REVISED STATUTES OF MISSOURI.

Whereas, the City Council of St. Joseph, Missouri, did on March 24, 2008, pass Ordinance No. 7307, which approved the Cook Road Corridor Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") in accordance with the Real Property Tax Increment Allocation Redevelopment Act of the Revised Statutes of Missouri (the “TIF Act”), designated Greystone Partners Land Development, LLC (the “Developer”) as the developer to implement the Redevelopment Plan, and authorized the City of St. Joseph (the “City”) to enter into a contract with Developer to implement the Redevelopment Plan; and

Whereas, the City and Developer entered into a Tax Increment Financing Contract dated March 26, 2008, for the implementation of the Redevelopment Plan (the "Original Contract"); and

Whereas, by Special Ordinance No. 7596, adopted by the City Council on March 9, 2009, the City amended Ordinance No. 7307, approved the First Amendment to the Redevelopment Plan, approved the First Amendment to the Original Contract, and authorized the City to enter into the First Amendment to the Original Contract with the Developer; and

Whereas, by Special Ordinance No. 7606, adopted by the City Council on March 23, 2009, the City amended Ordinance Nos. 7307 and 7596, approved the Second Amendment to the Redevelopment Plan, approved the Second Amendment to the Original Contract as amended by the First Amendment, and authorized the City to enter into the Second Amendment with the Developer; and

Whereas, the City and Developer entered into the First Amendment and the Second Amendment to the Original Contract (the Original Contract as amended by the First Amendment and Second Amendment to the Original Contract is hereinafter referred to as the "TIF Contract"); and

Whereas, the City has been fully reimbursed for costs associated with preparation of the Redevelopment Plan and sanitary sewer system improvements in accordance with the provisions of the TIF Contract; and

Whereas, the Developer has completed and been fully reimbursed for all Public Project Improvements it was obligated to construct as defined in the TIF Contract with the exception of the Cook Road Improvements; and

Whereas, by Special Ordinance No. 10125, adopted by the City Council on June 13, 2022, the City Council approved a Superseding Addendum to the TIF Contract and the City and Developer thereafter entered into said Superseding Addendum providing for the City to undertake the obligations in the TIF Contract associated with the design, funding, and construction of the Cook Road Improvements and to utilize TIF Revenue from the project deposited in the Special Allocation Fund to reimburse the City for costs associated with undertaking said obligations; and

Whereas, the City has determined that in accordance with the Redevelopment Plan, TIF Contract, and Superseding Addendum, $2,867,786 of the TIF Revenue funds currently in the Special Allocation Fund may be allocated and utilized to reimburse the City for the design, funding, and construction of the Cook Road Improvements resulting in a surplus balance of $750,527.89 in the Special Allocation Fund; and

Whereas, the City Council desires to declare $750,527.89 of TIF Revenue funds in the Special Allocation Fund as surplus and authorize the distribution of said funds to taxing districts in accordance with the provisions of the TIF Act.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That $750,527.89 of TIF revenue funds in the Special Allocation Fund for the Cook Road Corridor Tax Increment Financing Redevelopment Plan be, and hereby are, declared as surplus.

Section 2. That the Special Allocation Fund be, and hereby is, amended for Fiscal Year 2025/2026 as follows:

Revenue

Account	Description	Increase
5167-5999	Fund Balance Appropriation	$750,527.89

Appropriation

Account	Description	Increase
5167-1517	TIF Reimbursement Expenses	$750,527.89

Section 3. That the Director of Finance be, and hereby is, authorized to effect such budget amendment upon the financial books of the City and to distribute surplus funds to the appropriate taxing districts in accordance with the provisions of the TIF Act.

Section 4. That this ordinance be, and hereby is, effective upon date of passage.

Approved as to form:

_____
City Attorney

Adopted/Passed: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $750,527.89
Account Number: 5167-1517

Explanation to Council Bill
Originating Department: Planning & Community Development

Purpose: To amend the Special Allocation Fund, declare $750,527.89 of TIF Revenue funds in the Special Allocation Fund for the Cook Road Corridor TIF Redevelopment Plan as surplus, and authorize the distribution of the funds to taxing districts in accordance with the provisions of the TIF Act.

Remarks: The Cook Road Corridor TIF Redevelopment Plan for the Greystone residential subdivision project was approved in 2008. A TIF Contract between the City and Greystone Partners Land Development, LLC (the "Developer") was also approved in 2008 and entered into by the parties. The TIF Contract was amended in 2009. The TIF Contract sets forth the obligations of the City and Developer for the implementation of the TIF Plan including construction of infrastructure associated with the project (water line, sanitary sewer system, and Cook Road improvements) and reimbursement from TIF Revenues for costs associated with the improvements.

The City provided a portion of the funding for the sanitary sewer improvements and has been fully reimbursed from TIF Revenues in the Special Allocation Fund for this work. The Developer completed and has been fully reimbursed from the Special Allocation Fund for all project improvements it was obligated to construct pursuant to the TIF Contract with the exception of the Cook Road improvements. In 2022, the Developer requested that the City, rather than the Developer, perform the work related to these road improvements and receive the TIF reimbursements for the costs associated with that work. City staff reviewed the provisions of the TIF Contract at that time and determined that it would be more cost effective for the City to perform the work. The City Council approved, and the City and Developer then entered into a Superseding Addendum modifying the provisions of the TIF Contract to allow the City to perform this work and be reimbursed from TIF revenues. The Superseding Addendum provides for the City to essentially "step into the shoes" of the Developer with regard to the obligation to construct and right to reimbursement for the Cook Road improvements as set forth in the TIF Contract.

The approved budget included in the TIF Contract includes $2,375,000 for Cook Road improvements and $492,786 for interest carry on the road improvements. The projected costs to complete the Cook Road improvements are in excess of $2,375,000. The TIF Contract contemplates that cost overruns may be reimbursed to the extent that the budget in the aggregate is not exceeded. To date, as noted above, both the City and Developer have been fully reimbursed in accordance with the approved budget for all costs except for costs associated with the Cook Road improvements, leaving the total amount remaining in the budget in the aggregate as $2,867,786. This includes the budgeted amounts of $2,375,000 for road improvements and $492,786 for interest expense associated with the road improvements. As a result, $2,867,786 in TIF revenues in the Special Allocation Fund are available to reimburse the City for the Cook Road improvements.

The current balance of the Special Allocation Fund is $3,618,313.89. Because only $2,867,786 of this amount may be used to reimburse the City for the Cook Road improvements, the remaining $750,527.89 in funds in the Special Allocation Fund is considered under the TIF Act to be excess or surplus funds. The TIF Act provides that surplus funds may be distributed annually to taxing districts proportionately based on each district's tax levy. This Ordinance declares $750,527.89 as surplus funds and authorizes the City staff to distribute these funds to the appropriate taxing districts in accordance with the TIF Act. In the future, until the Cook Road improvements are completed by the City and the City has been fully reimbursed in the amount of $2,867,786, the Special Allocation Fund will continue to collect TIF revenues from the taxing districts and, on an annual basis, the City Council will need to adopt this same type of Ordinance declaring the amount of excess funds as surplus to be distributed to the taxing districts. After the Cook Road improvements have been completed and the City has been reimbursed, the City Council will be presented with an ordinance to terminate the TIF and dissolve the Special Allocation Fund and distribute any remaining surplus funds to the taxing districts.

Council Strategic Goals and Action Items:

1. Improve Access to Public Safety & Services: Identify necessary road and bridge repairs.
2. Build Community Connections: Build and maintain connections with community partners.

PROJECTED FUND BALANCE BEFORE AMENDMENT – SPECIAL ALLOCATION FUND COOK ROAD TIF	**$ 3,618,313.89**
AMENDMENT TO/APPROPRIATION FROM FUND BALANCE	**$ (750,527.89)**
PROJECTED FUND BALANCE AFTER AMENDMENT – SPECIAL ALLOCATION FUND COOK ROAD TIF	**$ 2,867,786.00**

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

BILL # 155-26

AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT TO THE EXISTING PERFORMANCE AGREEMENT BETWEEN THE CITY OF ST. JOSEPH, MISSOURI, AND CII MISSOURI, LLC, ORIGINALLY ENTERED INTO IN CONNECTION WITH CITY'S ISSUANCE OF ITS TAXABLE INDUSTRIAL DEVELOPMENT BONDS (CII MISSOURI, LLC PROJECT), SERIES 2021.

Whereas, pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended, the City of St. Joseph, Missouri (the "City"), previously issued its Taxable Industrial Development Revenue Bonds (CII Missouri, LLC Project), Series 2021, in the maximum principal amount of $33,000,000 (the "Series 2021 Bonds"), to finance the costs of an economic development project for the benefit of CII Missouri, LLC, a Missouri limited liability company (the "Company"), consisting of (a) acquiring an approximately 8 acre parcel of real property located at 3001 Eastowne Drive in the City (the "Project Site"), (b) making certain real property improvements to the Project Site, including constructing a new approximately 80,000 square foot food production manufacturing facility thereon (the "Project Improvements"), and (c) acquiring and installing certain equipment, machinery and other personal property within the Project Improvements (the "Project Equipment" and, collectively with the Project Site and the Project Improvements, the "Project"); and

Whereas, in connection with the issuance of the Series 2021 Bonds, the City and the Company entered into a Performance Agreement dated as of December 1, 2021 (the "Original Performance Agreement"), which set forth the terms and conditions of the Project's exemption from ad valorem real and personal property taxes and certain payments in lieu of taxes required to be made by the Company with respect to the Project in exchange for the Company maintaining a certain number of Jobs (as defined in the Original Performance Agreement) and an Average Annual Wage (as defined in the Original Performance Agreement) of all Jobs at the Project Site; and

Whereas, due to adverse labor market conditions and other economic factors affecting the Company, the City has agreed to enter into a First Amendment to Performance Agreement dated as of June 1, 2026 (the "First Amendment"), with the Company, which First Amendment will amend the Original Performance Agreement in order to revise the number of Jobs and the Average Annual Wage of all Jobs that the Company will be required to maintain at the Project Site through the remaining term of the Original Performance Agreement; and

Whereas, the City further finds and determines that it is necessary and desirable to enter into said First Amendment and take certain other actions and approve the execution of said documents as herein provided.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. Approval and Authorization of First Amendment to Original Performance Agreement. The City is hereby authorized to enter into the First Amendment in substantially the form presented to and approved by the Council and attached to this Ordinance as Exhibit A with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor, the Deputy Mayor, the City Manager and/or the City Clerk are hereby authorized to execute the First Amendment for and

on behalf of and as the act and deed of the City.

Section 2. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Severability. If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If, as a result of a subsequent change in applicable law, the provision that had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 4. Effective Date. This Ordinance shall take effect and be in full force and effect from and after its passage by the Council of the City.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: City Manager's Office

Purpose: An ordinance authorizing the first amendment to the existing performance agreement between the City of St. Joseph, Missouri, and CII Missouri, LLC, originally entered into in connection with city issuance of its taxable industrial development bonds (CII Missouri, LLC Project), Series 2021.

Remarks:

FIRST AMENDMENT TO PERFORMANCE AGREEMENT
(Series 2021 Bonds)

THIS FIRST AMENDMENT TO PERFORMANCE AGREEMENT, dated as of June 1, 2026 (this **"First Amendment"**), between the **CITY OF ST. JOSEPH, MISSOURI**, a constitutional home rule charter city organized and existing under the laws of the State of Missouri (the **"City"**), and **CII MISSOURI, LLC,** a Missouri limited liability company (the **"Company"**), amends that certain Performance Agreement dated as of December 1, 2021 (the **"Original Agreement"**), between the City and the Company (the Original Agreement, as amended by this First Amendment, is collectively referred to herein as the **"Agreement"**);

RECITALS:

1. On December 13, 2021, the City Council of the City passed Special Ordinance No. 10026 (the **"Ordinance"**) authorizing the City's issuance of its Taxable Industrial Development Revenue Bonds (CII Missouri, LLC Project), Series 2021, in the maximum principal amount of $33,000,000 (the **"Bonds"**), to finance an economic development project for the Company consisting of (a) acquiring an approximately 8 acre parcel of real property located at 3001 Eastowne Drive in the City (the **"Project Site,"** as more fully described on **Exhibit A** to the Original Agreement), (b) making certain real property improvements to the Project Site, including constructing a new approximately 80,000 square foot food production manufacturing facility thereon (the **"Project Improvements"**), and (c) acquiring and installing certain equipment, machinery and other personal property within the Project Improvements (the **"Project Equipment,"** together with the Project Site and the Project Improvements, the **"Project"**).

2. Pursuant to the Ordinance, in connection with the issuance of the Bonds, the City also entered into (a) a Trust Indenture dated as of December 1, 2021 (the **"Indenture"**), with Security Bank of Kansas City, as bond trustee (the **"Trustee"**), for the purpose of issuing and securing the Bonds, (b) a Lease Agreement dated as of December 1, 2021 (the **"Lease"**), with the Company, as lessee, under which the City, as lessor, leases the Project to the Company, in consideration of rental payments to be paid by the Company which that are sufficient to pay the principal of and interest on the Bonds, and (c) the Original Agreement with the Company for the purpose of setting forth the terms and conditions of the Project's exemption from ad valorem real and personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

3. Due to adverse labor market conditions and other economic factors affecting the Company, the City has agreed to enter into this First Amendment with the Company, which will amend the Original Agreement, in order to revise the number of Jobs (defined in the Original Agreement) and the Average Annual Wage (defined herein) of all Jobs the Company will be required to maintain at the Project Site through the remaining term of the Original Agreement.

4. On June 22, 2026, the City Council of the City passed Special Ordinance No. [_____], approving this First Amendment for the purpose of amending said Jobs and Annual Average Wage requirements and other provisions relating thereto set forth in the Original Agreement as further described herein.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent, covenant and agree as follows:

Section 1. Amendment to "Section 1.1. Definitions of Words and Terms" of the Original Agreement. The definitions of the following words and terms set forth in **Section 1.1** of the Original Agreement are hereby amended to read as follows:

"Agreement" means, collectively, the Performance Agreement dated as of December 1, 2021, as amended by this First Amendment to Performance Agreement dated as of June 1, 2026, each between the City and the Company, as from time to time further amended and supplemented in accordance with the provisions hereof.

"Annual Compliance Report" means the Company's Annual Compliance Report required to be filed by the Company pursuant to **Section 3.3** of the Original Agreement, which is amended and restated in its entirety as set forth in **Section 2** of this First Amendment, the form of which is attached to this First Amendment as **Exhibit A**. ***"Exhibit B – Annual Compliance Report"*** *attached to the Original Agreement is hereby deleted and no longer applicable and "****Exhibit A – Annual Compliance Report"*** *attached to this First Amendment should be used as required by* ***Section 2*** *of this First Amendment.*

"Test Date" means October 31 of each year, beginning October 31, 2026, and ending on October 31, 2037.

Section 2. Amendment to "Section 3.3. Adjustment of PILOT Payments for Failure to Maintain Jobs and Average Annual Wage of Jobs" of the Original Agreement. Section 3.3 of the Original Agreement is hereby deleted in its entirety, and the following is inserted in lieu thereof:

(a) The Company covenants and agrees to create and maintain at least 39 Jobs at the Project Site on or before October 31, 2026 (the first Test Date), and to continue to maintain said 39 Jobs at the Project Site for so long as the real and personal property tax abatement described in this Agreement is in effect. The Company will calculate the total number of Jobs maintained at the Project Site as of October 31 each year (each a **"Test Date"**), commencing with October 31, 2026, and ending with October 31, 2037, as follows:

- The total number of Jobs at the Project Site will be measured by determining the actual number of Jobs on that last day of each month on each of the immediately preceding 12 months ending on each Test Date (*i.e.*, the last day of each month of November through the following applicable October 31 Test Date) and then dividing the sum of the actual number of Jobs on the last day of each respective month by twelve (12) to get the twelve (12)-month average number of Jobs.

(b) The Company further covenants and agrees to maintain an Average Annual Wage (as defined and calculated below) of at least $63,600 (not including benefits) for all Jobs maintained at the Project Site on or before October 31, 2026 (the first Test Date), and to continue to maintain the Average Annual Wage for said Jobs as so long as the real and personal property tax abatement described in this Agreement is in effect. The Company will calculate the Average Annual Wage of all Jobs at the Project Site as of October 31 each year (each a Test Date), commencing with October 31, 2026, and ending with October 31, 2037, as follows:

- The average annual wage for all Jobs will be measured by dividing the sum of the total annual wages for each Job by the total number of Jobs on the last day of each month for each of the immediately preceding 12 months ending on each Test Date

(*i.e.*, the last day of each month of November through the following applicable October 31 Test Date), which will provide the average annual wage for the Jobs as of the end of each respective month, then dividing the sum of the average annual wage for the Jobs calculated for each respective month by twelve (12) to get the 12-month average annual wage (the **"Average Annual Wage"**), as further reflected in the formula below:

$$\frac{C}{12} = \textbf{Average Annual Wage}$$

C = Sum of average annual wages at end of each respective month

$$\textit{Average Annual Wage at End of Month} = \frac{\text{Sum of annual wages for each Job at end of month}}{\text{Total number of Jobs at end of month}}$$

(c) ***Additional Job PILOT Payment.*** If the Company fails to create at least 39 Jobs at the Project Site on or before October 31, 2026, or maintain said 39 Jobs as of a particular Test Date thereafter (*i.e.*, October 31, 2027 through October 31, 2037), as certified by the Company to the City in the Annual Compliance Report described in subsection **(e)** of this **Section 3.3**, the Company shall pay an Additional Job PILOT Payment in addition to the PILOT Payment set forth in **Section 3.2** of this Agreement due to the City (or to the County at the request of the City) on or before December 31 of the calendar year in which the Test Date evidencing the failure to meet the Jobs requirement occurs, in an amount based on the following formula:

$$\textbf{PP} \times \frac{\textbf{39 - AJ}}{\textbf{39}} = \textbf{Additional Jobs PILOT Payment}$$

PP = PILOT Payment under **Section 3.2** for Test Date year

AJ = 12-month average of Jobs calculated in accordance with **Section 3.3(a)** as of Test Date

Notwithstanding anything in this **Section 3.3(c)** to the contrary, if the Company maintains between 33 and 38 Jobs at the Project Site as of a particular Test Date during the term of this Agreement, the Company will not be required to pay any Additional Jobs PILOT Payment if the Company provides sufficient evidence to the City, as certified by the Company to the City in writing (which will be directed to the City and an officer of the St. Joseph Economic Development Partnership at the address shown in the Annual Compliance Report), that:

(i) the Company has a sufficient number of open and available Job positions at the Project Site (the **"Available Job Positions"**) that, if said Available Job Positions were filled by qualified workers and added to the total Jobs (between 33-38) then maintained by the Company at the Project Site as of the applicable Test Date, then the total Jobs maintained by the Company at the Project Site would equal at least 39 Jobs; and

(ii) the Company is actively seeking to hire qualified workers to fill said Available Job Positions.

Additionally, if the Company maintains between 33 and 38 Jobs on the Project Site as of a particular Test Date, but does not have the sufficient number of Available Job Positions to meet the 39 Jobs target as calculated in the prior paragraph, the Company will not be required to pay any

Additional Jobs PILOT Payment if the Company provides sufficient evidence to the City, as certified in writing to the City and an officer of the St. Joseph Economic Development Partnership, that the Company is unable to maintain 39 Jobs or a sufficient number of Available Job Positions to meet the 39 Jobs target due to market conditions outside of the Company's control, which have resulted in the Company reducing their workforce at the Project Site or requiring movement of workforce volumes.

(d) ***Additional Wage PILOT Payment***. If the Company fails to maintain an Average Annual Wage of $63,600 for all Jobs at the Project Site on or before October 31, 2026, or as of a particular Test Date thereafter (*i.e*., October 31, 2027 through October 31, 2037), as certified by the Company to the City in the Annual Compliance Report described in subsection **(e)** of this **Section 3.3**, the Company shall pay a an Additional Wage PILOT Payment in addition to the PILOT Payment set forth in **Section 3.2** of this Agreement due to the City on or before December 31 of the calendar year in which the Test Date evidencing the failure to meet the Average Annual Wage requirement occurs, in an amount based on the following formula:

$$\textbf{PP} \times \frac{\textbf{\$63,600 - AW}}{\textbf{\$63,600}} = \textbf{Additional Wage PILOT Payment}$$

PP = PILOT Payment under **Section 3.2** for Test Date year

AW = Average Annual Wage calculated in accordance with **Section 3.3(b)** as of Test Date

(e) The Company shall annually file with the City and an officer of the St. Joseph Economic Development Partnership (who will be assisting the City with monitoring the Company's compliance with this **Section 3.3**), commencing on November 10, 2026, and continuing on each November 10 thereafter while this Agreement remains in effect, an Annual Compliance Report in the form attached to the First Amendment as **Exhibit A**. The Company also agrees to provide reasonable access to the Company's payroll records for purposes of verifying the number of Jobs and the Average Annual Wage of all Jobs, subject to such limitations as the Company determines to be necessary to maintain the privacy of the payroll information of individuals and to comply with all of the Company's legal obligations with respect to the privacy of the payroll information of individuals.

(f) The calculations set forth in this **Section 3.3** shall be performed as of each Test Date, with any resulting adjustment to the PILOT Payment due as a result of such calculation to be applicable for the calendar year in which such Test Date occurs. In no event shall the Company's Additional Jobs PILOT Payment and/or Additional Wage PILOT Payment calculated pursuant to this **Section 3.3**, when added to the Company's PILOT Payment calculated pursuant to **Section 3.2** of this Agreement, exceed 100% of the actual ad valorem real or personal property taxes that would have otherwise been payable by the Company on the Project, but for the City's ownership thereof, for the given year.

Section 3. Consent of Owner. The Company, as the Owner of 100% of the Bonds, hereby consents to the execution of this First Amendment.

Section 4. Execution in Counterparts. This First Amendment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 5. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

Section 6. Effect of First Amendment to Performance Agreement. The provisions of the Original Agreement, including without limitation the representations, warranties and covenants and the definitions and rules of construction included therein, as modified and amended by this First Amendment, are hereby ratified and confirmed, and the rights, duties and obligations under the Agreement of the City and the Company shall hereafter be determined, exercised and enforced under the Agreement subject in all respects to such modification and amendment, and all the terms and conditions of this First Amendment shall be deemed to be part of the terms and conditions of the Agreement for any and all purposes. This First Amendment shall be construed as having been authorized, executed, delivered and consented to under the provisions of **Section 8.10** of the Original Agreement.

[Remainder of Page Intentionally Left Blank]

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

CITY OF ST. JOSEPH, MISSOURI

By: _____
Name: Michael Schumacher
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Kaycee Garton
Title: City Clerk

CII MISSOURI, LLC,
a Missouri limited liability company

By:_____
Name: John J. Waldron
Title: President

EXHIBIT A

ANNUAL COMPLIANCE REPORT

Date: November ___, 20___

To: City of St. Joseph, Missouri
1100 Frederick Avenue
St. Joseph, Missouri 64501
Attention: Mike Schumacher, City Manager
Email: mschumacher@stjosephmo.gov

St. Joseph Economic Development Partnership
3003 Frederick Avenue
St. Joseph, Missouri 64506
Attention: Brad Lau
Email: blau@st.joseph.com

A. COMPANY INFORMATION (CII MISSOURI, LLC)

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact: _____ Telephone: _____

Title: _____ Email: _____

[*Remainder of this page intentionally left blank*.]

B. EMPLOYMENT INFORMATION.

The number of total **"Jobs"** at the Project Site on the last day of each of the immediately preceding 12 months ending on October 31, 20__ (the October 31st prior to this Report) is set forth below in the column labeled ***"Total Jobs."***

The 12-month average of the actual number of **"Jobs,"** which is calculated in accordance with the First Amendment to Performance Agreement dated as of June 1, 2026, which amended the Performance Agreement dated as of December 1, 2021, each between the City and the Company (collectively, the **"Performance Agreement"**), maintained by the Company at the Project Site was _____ as set forth below in the row labeled ***"12-Month Average of Jobs."***

According to **Section 3.3** of the Performance Agreement, the Company is required to maintain at least 39 Jobs.

	Total Jobs
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
12-Month Average of Jobs: (1)	

(1) This 12-month average of the actual number of **"Jobs"** should be equal to or greater than 39 because the Company is required to maintain at least 39 Jobs at the Project Site in accordance with **Section 3.3** of the Performance Agreement.

[*Remainder of this page intentionally left blank*.]

The Average Annual Wage of all **"Jobs"** maintained at the Project Site as of October 31, 20__ (the October 31st prior to this Report), which is calculated as set forth in the Performance Agreement was $_____ as set forth in the row labeled **"Average Annual Wage"** below:

	Average Annual Wage Per Month[(1)]
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
Average Annual Wage	

(1) Average Annual Wage Per Month is calculated by dividing the sum of the annual wages of each **"Job"** as of the end of each particular month by the total number of **"Jobs"** at the end of each such month.

(2) This Average Annual Wage of Jobs should be equal to or greater than $63,600 because the Company is required to maintain an Average Annual Wage of all Jobs at the Project Site equal to or greater than $63,600 in accordance with **Section 3.3** of the Performance Agreement.

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

1. Name or Other Employee Identification Information.
2. Hire Date.
3. Termination Date.
4. Annual Wage (however, for privacy purposes, all annual wages may be listed in a manner that does not match a specific wage with a particular employee).

C. CERTIFICATION.

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

Dated this ___ day of _____, _____.

Signature: _____
Name: _____
Title: _____

SPECIAL **Ordinance No.**

BILL # 156-26
AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION WITH THE LAKE CONTRARY FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the Cooperative Agreement to provide Fire Protection by and between the city of St. Joseph, Missouri, and Lake Contrary Fire Protection District be, and hereby is, approved and that a true and accurate copy of said agreement is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager or his designee be, and hereby is, authorized to execute said agreement with Lake Contrary Fire Protection District in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized on behalf of the City of St. Joseph, Missouri, to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of said agreement.

Section 3. That the Finance Director be, and hereby is, authorized to deposit the funds received into the General Fund, Account Number 2510-4670 (Fire District Contracts).

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number: 2510-4670

Explanation to Council Bill
Originating Department: Fire Department

Purpose: To authorize execution of a Cooperative Agreement to Provide Fire Protection with the Lake Contrary Fire Protection District for fire protection services.

Remarks:

The proposed ordinance authorized the City to enter into a Cooperative Agreement for Fire Protection with Lake Contrary Fire Protection District. The agreement presently in effect with Lake Contrary Fire Protection District runs through June 30, 2026. Therefore, a new agreement is necessary to extend the fire protection services being provided by the City. The proposed agreement has a three-year term, commencing on July 1, 2026, and ending June 30, 2029, and may be renewed for three additional one-year periods thereafter, through June 30, 2030, June 30, 2031, and June 30, 2032, respectively, by Resolution of the City Council, provided, however, that at any time on or after January 1, 2027, each party may terminate the agreement by providing the other party with one hundred eighty (180) days' written notice. The proposed agreement contains substantially the same terms as the agreement that expires on June 30, 2026.

The project reflects the following action items in the City's strategic plan:

1. Ensure Fiscal Responsibility: Budget accurately and stay within our own budget.
2. Build Community Connections: Build and maintain connections with community partners.

COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION

THIS AGREEMENT, made and entered into this _____ day of _____ 2026, by and between the City of St. Joseph, Missouri, a Municipal Corporation, hereinafter referred to as "CITY," and Lake Contrary Fire Protection District, hereinafter referred to as "FIRE DISTRICT," and the County of Buchanan, Missouri, hereinafter referred to as "'COUNTY."

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions of this Agreement, the parties hereto mutually agree as follows:

ARTICLE I

TERM

This Agreement is for a three-year term commencing on July 1, 2026, and continuing through June 30, 2029. This Agreement may be renewed thereafter for three additional one-year periods through June 30, 2030, June 30, 2031, and June 30, 2032, respectively, by Resolution of the City Council; provided, however, that at any time on or after January 1, 2027, each party shall have the right to terminate this Agreement by providing the other party with one hundred eighty (180) days' written notice; such termination by any individual party shall operate to terminate this Agreement between all parties.

ARTICLE II

SERVICES

2.1 The CITY agrees to respond to fire emergencies within the FIRE DISTRICT's boundaries, as described in the legal description marked "Exhibit A," which is attached hereto and incorporated herein by reference and hereinafter referred to as the "'DESIGNATED AREA." The CITY agrees to respond based upon its actual knowledge of the location of a fire emergency, its reasonable belief of the location of a fire emergency, or the location provided by any person within the DESIGNATED AREA who reports a fire emergency. If the fire is at a location that is not adjacent to a named or numbered street

or highway, an individual authorized by the FIRE DISTRICT shall make every effort to ensure that a person be strategically positioned at a designated roadway, street, or highway to direct firefighters to the location of the fire.

2.2 The CITY agrees to use all equipment and firefighters necessary, to the extent the same are available, to respond in an appropriate manner to fires occurring within the DESIGNATED AREA during the term of this Agreement.

2.3 This Agreement shall in no way, either explicitly or impliedly, limit the discretion of the Fire Chief or, in his or her absence. the person responsible for management of the Fire Department, in deciding the appropriate response of equipment and firefighters to fires within the DESIGNATED AREA, or in withdrawal of equipment and firefighters from those boundaries. Such discretionary decisions made by the Fire Chief or, in his or her absence, the person responsible for management of the Fire Department, shall be final and conclusive, and shall not provide a basis for any cause of action, including a cause of action for breach of the terms of this Agreement.

2.4 It is specifically understood between the parties hereto that all persons who participate in rendering services in accordance with this Agreement are employees of the CITY and as such are under the control and direction of the CITY, through its designated official(s), while rendering such services and that the CITY shall be in complete control of all equipment and firefighters utilized in responding to, fighting and returning from fires.

2.5 Hazardous materials incidents that require a response by a " Hazardous Materials Team" (HazMat Technicians) are specifically *excluded* from the services to be provided under this Agreement. Therefore, should the CITY (by itself or in partnership with Federal, State, or County governments) develop and place into service a "Hazardous Materials Team," it is specifically

understood between the parties hereto that the FIRE DISTRICT shall pay additional compensation to the CITY on a per incident basis in accordance with Section 5.3 of this Agreement and RSMo Section 260.546, as amended.

2.6 The FIRE DISTRICT agrees to comply with the open burning regulations set out in the Missouri Code of State Regulations; specifically, Title 10 § 10-6.045, Department of Natural Resources. By executing this Agreement, BUCHANAN COUNTY will assume responsibility for enforcing any violations of said provisions. The parties agree that the FIRE DISTRICT will assume all risks associated with losing CITY fire protection to the extent said provisions are not enforced as mandated by this section.

ARTICLE III

EMERGENCY STANDARD OF CARE

Every officer, agent, or employee of the CITY, and every officer, agent, or employee of an authorized provider of emergency services, including, but not limited to, every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is "effective" if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute, to preserving any lives or property. This Section shall prevail over every other standard of care provision in conflict with this Section. Neither the CITY nor the employee, agent, or officer thereof, or other unit of government or subdivision thereof or its employees, agents, or officers, shall be liable for failure to use ordinary care in such emergency. The intent of this Article is to assure effective action in emergency situations by those entrusted with the

responsibility of saving lives and property by protecting such governmental units from liability, and their employees, agents, and officers from non- intentional tort liability to the fullest extent permitted by statutory and constitutional law and this Article shall be liberally construed.

ARTICLE IV

INDEMNIFICATION

To the fullest extent permitted by law, the FIRE DISTRICT shall indemnify, defend, and hold harmless the CITY, and its consultants, officers, agents, and employees, from and against any and all claims, damages, losses or expenses, including, but not limited to, reasonable attorneys' fees, arising out of, or resulting from, the performance of the CITY's services hereunder and the contributory negligence of the CITY and any third party. The above-said right of indemnity shall be in addition to all other rights of indemnity that the CITY may possess.

ARTICLEV

COMPENSATION

5.1 The FIRE DISTRICT agrees to pay the CITY, as consideration for the services rendered pursuant to Article II of this Agreement, a charge equivalent to the amount of One Dollar and Fifteen Cents ($1.15) per One Hundred Dollars ($100.00) assessed valuation of all tangible property within the DESIGNATED AREA for each year during the initial three year term of this Agreement (CITY's FY2026/2027, commencing July 1, 2026, and continuing through June 30, 2027; FY2027/2028, commencing July 1, 2027, and continuing through June 30, 2028; and FY2028/2029, commencing July 1, 2028, and continuing through June 30, 2029).

5.2 If this Agreement is renewed for an additional one-year term, or terms, in accordance with Article I above, then charges for any such renewal term(s) may, at the CITY' s sole option, be calculated and adjusted annually thereafter, within the Consumer Price Index increase limits as

certified by the State Tax Commission. Notwithstanding any decrease in assessed valuation or CPI, the amount of payment from the FIRE DISTRICT shall not be less than in any previous fiscal year. The CITY shall provide the FIRE DISTRICT with notice of any proposed adjustment on or before December 1st of the year preceding the renewal term to which the adjustment will be applied and said adjustment will be reflected in the body of the Resolution referenced in Article I above.

5.3 The FIRE DISTRICT shall cause to be levied in each year a rate sufficient to satisfy the consideration for the services rendered pursuant to Article II of this Agreement, by directing the County Court of each County in which the FIRE DISTRICT is located, on or before the first day of January of each year during which service will be rendered, to levy a tax at the rate fixed, determined and agreed to in Section 5.1 upon the assessed valuation of all taxable tangible property within the FIRE DISTRICT, in addition to such other taxes may be levied by such County Courts. All collections from such levy shall be remitted by the FIRE DISTRICT to the CITY on or before February 15th (forty-five (45) days after such taxes are due and payable to the Buchanan County Collector).

5.4 Should the CITY be required by the FIRE DISTRICT to respond to a hazardous materials incident, the CITY shall bill the FIRE DISTRICT for said response on a per incident basis, to include all direct and indirect costs associated with the same or such other amounts as may be subsequently determined by the CITY in accordance with RSMo. Section 260.546, as amended.

5.5 Any payments, as agreed to in Sections 5.1 and 5.3, that are not made within fifteen (15) days after the date such payments are due shall incur interest at the rate of five percent (5%) for the first thirty (30) day period delinquent and one percent (1%) for each thirty (30) day period thereafter up to, and including, the date on which paid.

5.6 Any failure to make payments as agreed to in Sections 5.1 and 5.3 within fifteen (15) days after the date such payments are due, or a breach of any other condition or covenant of this Agreement by the FIRE DISTRICT, shall constitute sufficient cause, at the CITY' s option, to immediately terminate this Agreement without further notice to the FIRE DISTRICT.

ARTICLE VI

MISCELLANEOUS

6.1 All the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

6.2 This Agreement may only be modified if agreed to in writing by the parties.

6.3 The FIRE DISTRICT shall pay all attorneys' fees and costs of legal proceedings when, in the CITY's discretion, it becomes necessary to institute legal proceedings to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers duly authorized by respective Ordinance or Resolution of the governing bodies, the day and year first above written.

CITY OF ST. JOSEPH, MISSOURI

By: _____
Mike Schumacher, City Manager

ATTEST:

_____
Kaycee Garton, City Clerk

LAKE CONTRARY'S FIRE PROTECTION DISTRICT

By: _____
Chairman of the Board and
President of the District

ATTEST:

_____
Secretary

COUNTY OF BUCHANAN, MISSOURI

_____
Scotty Nelson,
Presiding Commissioner

ATTEST:

_____
Mary Baack-Garvey,
County Clerk

EXHIBIT A

BOUNDARIES OF LAKE
CONTRARY FIRE PROTECTION
DISTRICT

"DESIGNATED AREA"

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF CONTRARY CREEK AND THE CENTERLINE OF MEMEORIAL HIGHWAY (U.S. ROUTE 59), THENCE IN A NORTHEAST DIRECTION ALONG THE CENTERLINE OF MEMORIAL HIGHWAY AND THE WESTER CITY LIMITS TO THE SOUTH LINE OF SECTION 36, TOWNSHIP 57 NORTH, TANCE 35 WEST, THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION AND THE CITY LIMITS TO THE SOUTHWEST CORNER OF SAID SECTION36, THENCE NORTH ALONG THE WEST LINE OF SECTION 36 AND SEDTION 25, TOWNSHIP 57 NORTH, RANGE 35 WEST, ALSO THE CITY LIMITS TO THE CENTERLINE LINE OF THE NAVIGABLE CHANNEL OF THE MISSOURI RIVER TO ITS INTERSECTION WITH THE CENTERLINE OF CONTRARY CREEK, THENCE IN AN EASTERLY DIRECTION ALONG THE CENTERLINE OF CONTRARY CREEK TO THE POINT OF BEGINNING.

County Commission, Buchanan County, Missouri

STATE OF MISSOURI, }
County of Buchanan, } SS.

APRIL TERM, 2026

The County Commission of said County met in session on Wednesday, April 15, 2026, and conducted the following business:

The Buchanan County Commission authorizes Presiding Commissioner to sign the Cooperative Agreement to Provide Fire Protection for Lake Contrary Fire Protection District.

See Attached.

It is so ordered.

Ron Hook
Western District Commissioner

Scott Nelson
Presiding Commissioner

Scott Burnham
Eastern District Commissioner

STATE OF MISSOURI, }
County of Buchanan, }

I, Mary Baack-Garvey, Clerk of the County Commission and for said County, hereby certify the above and foregoing to be a true copy of the proceedings of said County Commission, on the day and year above written, as the same appears of record, in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County Commission at office in the Courthouse in St. Joseph, MO.

Mary Baack-Garvey KP
Clerk County Commission

By Amy Helsel

SPECIAL **Ordinance No.**

BILL # 157-26
AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION WITH THE COLONY HILLS FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the Cooperative Agreement to Provide Fire Protection by and between the City of St. Joseph, Missouri, and Colony Hills Fire Protection District be, and hereby is, approved and that a true and accurate copy of said agreement is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager, or his designee, be, and hereby is, authorized to execute said agreement with Colony Hills Fire Protection District, in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized on behalf of the City of St. Joseph, Missouri, to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of said agreement.

Section 3. That the Finance Director be, and hereby is, authorized to deposit the funds received into the General Fund, Account Number 2510-4670 (Fire District Contracts).

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number: 2510-4670

Explanation to Council Bill
Originating Department: Fire Department

Purpose:

An Ordinance authorizing execution of a Cooperative Agreement to Provide Fire Protection with the Colony Hills Fire Protection District for fire protection services.

Remarks: The proposed special ordinance authorizes the City to enter into a Cooperative Agreement for Fire Protection with Colony Hills Fire Protection District. The agreement presently in effect with Colony Hills Fire Protection District runs through June 30, 2026. Therefore, a new agreement is necessary to extend the fire protection services being provided by the City. The proposed agreement has a three-year term, commencing on July 1, 2026, and ending June 30, 2029, and may be renewed for three additional one-year periods thereafter, through June 30, 2030, June 30, 2031, and June 30, 2032, respectively, by Resolution of the City Council; provided, however, that at any time on or after January 1, 2027, each party may terminate the agreement by providing the other party with 180 days' written notice. The proposed agreement contains substantially the same terms as the agreement that expires on June 30, 2029.

The County of Buchanan is a party to the agreement as part of the Missouri Department of Natural Resources clean air regulations for the Kansas City Metropolitan Area. The Buchanan County Commission will be responsible for enforcing open burning regulations. There will be no financial gain realized by the City of St. Joseph, or its fire department, from any fines that may be assessed by the Buchanan County Commission for its enforcement. Any renewal(s) of the Cooperative Agreement will be based, in part, on the ability of the Colony Hills Fire Protection District and Buchanan County to enforce open burning regulations and restrictions.

The project reflects the following action items in the City's strategic plan:

1. Ensure Fiscal Responsibility: Budget accurately and stay within our own budget.
2. Build Community Connections: Build and maintain connections with community partners.

OPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION

THIS AGREEMENT, made and entered into this _____ day of _____ 2026, by and between the City of St. Joseph, Missouri, a Municipal Corporation, hereinafter referred to as "CITY," and Colony Hills Fire Protection District, hereinafter referred to as "FIRE DISTRICT," and the County of Buchanan, Missouri, hereinafter referred to as "'COUNTY."

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions of this Agreement, the parties hereto mutually agree as follows:

ARTICLE I

TERM

This Agreement is for a three-year term commencing on July 1, 2026, and continuing through June 30, 2029. This Agreement may be renewed thereafter for three additional one-year periods through June 30, 2030, June 30, 2031, and June 30, 2032, respectively, by Resolution of the City Council; provided, however, that at any time on or after January 1, 2027, each party shall have the right to terminate this Agreement by providing the other party with one hundred eighty (180) days' written notice; such termination by any individual party shall operate to terminate this Agreement between all parties.

ARTICLE II

SERVICES

2.1 The CITY agrees to respond to fire emergencies within the FIRE DISTRICT's boundaries, as described in the legal description marked "Exhibit A," which is attached hereto and incorporated herein by reference and hereinafter referred to as the "'DESIGNATED AREA." The CITY agrees to respond based upon its actual knowledge of the location of a fire emergency, its reasonable belief of the location of a fire emergency, or the location provided by any person within the DESIGNATED AREA who

reports a fire emergency. If the fire is at a location that is not adjacent to a named or numbered street or highway, an individual authorized by the FIRE DISTRICT shall make every effort to ensure that a person be strategically positioned at a designated roadway, street, or highway to direct firefighters to the location of the fire.

2.2 The CITY agrees to use all equipment and firefighters necessary, to the extent the same are available, to respond in an appropriate manner, to fires occurring within the DESIGNATED AREA during the term of this Agreement.

2.3 This Agreement shall in no way, either explicitly or impliedly, limit the discretion of the Fire Chief or, in his or her absence. the person responsible for management of the Fire Department, in deciding the appropriate response of equipment and firefighters to fires within the DESIGNATED AREA, or in withdrawal of equipment and firefighters from those boundaries. Such discretionary decisions made by the Fire Chief or, in his or her absence, the person responsible for management of the Fire Department, shall be final and conclusive, and shall not provide a basis for any cause of action, including a cause of action for breach of the terms of this Agreement.

2.4 It is specifically understood between the parties hereto that all persons who participate in rendering services in accordance with this Agreement are employees of the CITY and, as such, are under the control and direction of the CITY, through its designated official(s), while rendering such services and that the CITY shall be in complete control of all equipment and firefighters utilized in responding to, fighting and returning from fires.

2.5 Hazardous materials incidents that require a response by a " Hazardous Materials Team" (HazMat Technicians) are specifically *excluded* from the services to be provided under this Agreement. Therefore, should the CITY (by itself or in partnership with Federal, State, or County governments) develop and place into service a "Hazardous Materials Team," it is

specifically understood between the parties hereto that the FIRE DISTRICT shall pay additional compensation to the CITY on a per incident basis in accordance with Section 5.3 of this Agreement and RSMo Section 260.546, as amended.

2.6 The FIRE DISTRICT agrees to comply with the open burning regulations set out in the Missouri Code of State Regulations; specifically, Title 10 § 10-6.045, Department of Natural Resources. By executing this Agreement, BUCHANAN COUNTY will assume responsibility for enforcing any violations of said provisions. The parties agree that the FIRE DISTRICT will assume all risks associated with losing CITY fire protection to the extent said provisions are not enforced as mandated by this section.

ARTICLE III

EMERGENCY STANDARD OF CARE

Every officer, agent, or employee of the CITY, and every officer, agent, or employee of an authorized provider of emergency services, including, but not limited to, every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is "effective" if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute, to preserving any lives or property. This Section shall prevail over every other standard of care provision in conflict with this Section. Neither the CITY nor the employee, agent, or officer thereof, or other unit of government or subdivision thereof or its employees, agents, or officers, shall be liable for failure to use ordinary care in such emergency. The intent of this Article is to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such governmental units from liability, and

their employees, agents, and officers from non- intentional tort liability to the fullest extent permitted by statutory and constitutional law and this Article shall be liberally construed.

ARTICLE IV

INDEMNIFICATION

To the fullest extent permitted by law, the FIRE DISTRICT shall indemnify, defend, and hold harmless the CITY, and its consultants, officers, agents, and employees, from and against any and all claims, damages, losses or expenses, including, but not limited to, reasonable attorneys' fees, arising out of, or resulting from, the performance of the CITY's services hereunder and the contributory negligence of the CITY and any third party. The above-said right of indemnity shall be in addition to all other rights of indemnity that the CITY may possess.

ARTICLEV

COMPENSATION

5.1 The FIRE DISTRICT agrees to pay the CITY, as consideration for the services rendered pursuant to Article II of this Agreement, a charge equivalent to the amount of One Dollar and Fifteen Cents ($1.15) per One Hundred Dollars ($100.00) assessed valuation of all tangible property within the DESIGNATED AREA for each year during the initial three year term of this Agreement (CITY's FY2026/2027, commencing July 1, 2026, and continuing through June 30, 2027; FY2027/2028, commencing July 1, 2027, and continuing through June 30, 2028; and FY2028/2029, commencing July 1, 2028, and continuing through June 30, 2029).

5.2 If this Agreement is renewed for an additional one-year term, or terms, in accordance with Article I above, then charges for any such renewal term(s) may, at the CITY's sole option, be calculated and adjusted annually thereafter, within the Consumer Price Index increase limits as

certified by the State Tax Commission. Notwithstanding any decrease in assessed valuation or CPI, the amount of payment from the FIRE DISTRICT shall not be less than in any previous fiscal year. The CITY shall provide the FIRE DISTRICT with notice of any proposed adjustment on or before December 1st of the year preceding the renewal term to which the adjustment will be applied and said adjustment will be reflected in the body of the Resolution referenced in Article I above.

5.3 The FIRE DISTRICT shall cause to be levied in each year a rate sufficient to satisfy the consideration for the services rendered pursuant to Article II of this Agreement, by directing the County Court of each County in which the FIRE DISTRICT is located, on or before the first day of January of each year during which service will be rendered, to levy a tax at the rate fixed, determined and agreed to in Section 5.1 upon the assessed valuation of all taxable tangible property within the FIRE DISTRICT, in addition to such other taxes may be levied by such County Courts. All collections from such levy shall be remitted by the FIRE DISTRICT to the CITY on or before February 15th (forty-five (45) days after such taxes are due and payable to the Buchanan County Collector).

5.4 Should the CITY be required by the FIRE DISTRICT to respond to a hazardous materials incident, the CITY shall bill the FIRE DISTRICT for said response on a per incident basis, to include all direct and indirect costs associated with the same or such other amounts as may be subsequently determined by the CITY in accordance with RSMo. Section 260.546, as amended.

5.5 Any payments, as agreed to in Sections 5.1 and 5.3, that are not made within fifteen (15) days after the date such payments are due shall incur interest at the rate of five percent (5%) for the first thirty (30) day period delinquent and one percent (1%) for each thirty (30) day period thereafter up to, and including, the date on which paid.

5.6 Any failure to make payments as agreed to in Sections 5.1 and 5.3 within fifteen (15) days after the date such payments are due, or a breach of any other condition or covenant of this Agreement by the FIRE DISTRICT, shall constitute sufficient cause, at the CITY' s option, to immediately terminate this Agreement without further notice to the FIRE DISTRICT.

ARTICLE VI

MISCELLANEOUS

6.1 All the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

6.2 This Agreement may only be modified if agreed to in writing by the parties.

6.3 The FIRE DISTRICT shall pay all attorneys' fees and costs of legal proceedings when, in the CITY's discretion, it becomes necessary to institute legal proceedings to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers duly authorized by respective Ordinance or Resolution of the governing bodies, the day and year first above written.

CITY OF ST. JOSEPH, MISSOURI

By: _____
Mike Schumacher, City Manager

ATTEST:

_____
Kaycee Garton, City Clerk

COLONY HILL'S FIRE PROTECTION DISTRICT

By: _____
Chairman of the Board and
President of the District

ATTEST:

_____
Secretary

COUNTY OF BUCHANAN, MISSOURI

_____
<NAME>,
Presiding Commissioner

ATTEST:

_____ KP
Mary Baack-Garvey,
County Clerk

EXHIBIT A

BOUNDARIES OF COLONY HILLS FIRE PROTECTION DISTRICT

"DESIGNATED AREA ..

Beginning at a point in Buchanan County, Missouri, at the center line of the intersection of Mansfield Road and Highway A at their intersection with the south city limits of the City of St. Joseph, Missouri; thence South along the center line of Highway A to the center line of Interstate 229; thence west, northwest along the center line of Interstate 229 to the center line of Ajax Road; thence North along the center line of Ajax Road to the center line of Mansfield Road at its intersection with the north city limits of the City of St. Joseph, Missouri; thence east along the center line of Mansfield Road to the point of beginning.

EXCEPT that part annexed to the City of St. Joseph, Missouri, by Special Ordinance Number 8102, dated (or "passed by the City Council on") November 15, 2010, more particularly described as:

> The North 415.25 feet of the East 824.3 feet of the Northwest Quarter of Section 35, Township 57 North, Range 35 West more particularly described as: Beginning at the Northeast Comer of the Northwest Quarter of Section 35, T57N, R35W, thence South along the East line of said Northwest Quarter 415.25 feet; thence West parallel to the North line of said Northwest Quarter 42.76 feet to the Northeast comer of Lot 1 East Hills Addition; thence continuing along the North line of East Hills Addition, 691.54 feet to the Southeast corner of Lot 40 of East Hills Extension thence along the South line of said Lot 40, 90.0 feet; thence North parallel to the East Jine of said Lot 40,415.25 feet to the North line of the Northwest Quarter of Section 35, Township 57 North, Range 35 West; thence East along said North line of the Northwest Quarter, 824.3 feet to the point of beginning, containing 7.85 Acres more or less.

ALSO,

Beginning at the Northwest Corner of Section 34, Township 57 North, Range 35 West, thence east along the City Limits of St. Joseph, Missouri a distance of 1320 feet, thence south approximately 320 feet to the north Right of Way line of Interstate 229, thence in a westerly direction along the north Right of Way line of Interstate 229 to its intersection with the west line of said Section 34, thence north along the west line of said Section 34 to the point of beginning.

County Commission, Buchanan County, Missouri

STATE OF MISSOURI, }
County of Buchanan, } SS.

APRIL TERM, 2026

The County Commission of said County met in session on Wednesday, April 15, 2026, and conducted the following business:

The Buchanan County Commission authorizes Presiding Commissioner to sign the Cooperative Agreement to Provide Fire Protection for Colony Hills Fire Protection District.

See Attached.

It is so ordered.

Ron Hook
Western District Commissioner

Scott Nelson
Presiding Commissioner

Scott Burnham
Eastern District Commissioner

STATE OF MISSOURI, }
County of Buchanan, }

I, Mary Baack-Garvey, Clerk of the County Commission and for said County, hereby certify the above and foregoing to be a true copy of the proceedings of said County Commission, on the day and year above written, as the same appears of record, in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County Commission at office in the Courthouse in St. Joseph, MO.

Mary Baack-Garvey

Clerk County Commission

By Amy Helsel

SPECIAL **Ordinance No.**

BILL # 158-26
AN ORDINANCE AUTHORIZING EXECUTION OF A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION WITH THE MAXWELL HEIGHTS FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the Cooperative Agreement to Provide Fire Protection by and between the city of St. Joseph, Missouri, and Maxwell Heights Fire Protection District be, and hereby is, approved and that a true and accurate copy of said agreement is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager, or his designee, be, and hereby is, authorized to execute said agreement with Maxwell Heights Fire Protection District in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized on behalf of the City of St. Joseph, Missouri, to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of said agreement.

Section 3. That the Finance Director be, and hereby is, authorized to deposit the funds received into the General Fund, Account Number 2510-4670 (Fire District Contracts).

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number: 2510-4670

Explanation to Council Bill
Originating Department: Fire Department

Purpose:

An Ordinance authorizing execution of a Cooperative Agreement to Provide Fire Protection with the Maxwell Heights Fire Protection District for fire protection services.

Remarks:

The proposed ordinance authorized the City to enter into a Cooperative Agreement for Fire Protection with Maxwell Heights Fire Protection District. The agreement presently in effect with Maxwell Heights Fire Protection District runs through June 30, 2026. Therefore, a new agreement is necessary to extend the fire protection services being provided by the City. The proposed agreement has a three-year term, commencing on July 1, 2026, and ending June 30, 2029, and may be renewed for three additional one-year periods thereafter, through June 30, 2030, June 30, 2031, and June 30, 2032, respectively, by resolution of the City Council, provided, however, that at any time on or after January 1, 2027, each party may terminate the agreement by providing the other party with one hundred eighty (180) days' written notice. The proposed agreement contains substantially the same terms as the agreement that expires on June 30, 2026.

The project reflects the following action items in the City's strategic plan:

1. Ensure Fiscal Responsibility: Budget accurately and stay within our own budget.
2. Build Community Connections: Build and maintain connections with community partners.

COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION

THIS AGREEMENT, made and entered into this _____ day of _____ 2026, by and between the City of St. Joseph, Missouri, a Municipal Corporation, hereinafter referred to as "CITY," and Maxwell Heights Fire Protection District, hereinafter referred to as "FIRE DISTRICT" and the County of Buchanan, Missouri, hereinafter referred to as "COUNTY."

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions of this Agreement, the parties hereto mutually agree as follows:

ARTICLE I

TERM

This Agreement is for a three-year term commencing on July 1, 2026, and continuing through June 30, 2029. This Agreement may be renewed thereafter for three additional one-year periods through June 30, 2030, June 30, 2031, and June 30, 2032, respectively, by Resolution of the City Council provided, however, that at any time on or after January 1, 2027, each party shall have the right to terminate this Agreement by providing the other party with one hundred eighty (180) days' written notice. Such termination by any individual party shall operate to terminate this Agreement between all parties.

ARTICLE II
SERVICES

2.1 The CITY agrees to respond to fire emergencies within the FIRE DISTRICT's boundaries, as described in the Judgment Entry Changing the Boundaries of Maxwell Heights Fire Protection District marked "Exhibit A," which is attached hereto and incorporated herein by reference and hereinafter referred to as the "DESIGNATED AREA." The CITY agrees to respond based upon its actual knowledge of the location of a fire emergency, its reasonable belief of the

location of a fire emergency, or the location provided by any person within the DESIGNATED AREA who reports a fire emergency. If the fire is at a location that is not adjacent to a named or numbered street or highway, an individual authorized by the FIRE DISTRICT shall make every effort to ensure that a person be strategically positioned at a designated roadway, street, or highway to direct firefighters to the location of the fire.

2.2 The CITY agrees to use all equipment and firefighters necessary, to the extent the same are available, to respond in an appropriate manner to fires occurring within the DESIGNATED AREA during the term of this Agreement.

2.3 This Agreement shall in no way, either explicitly or impliedly, limit the discretion of the Fire Chief or, in his or her absence, the person responsible for management of the Fire Department, in deciding the appropriate response of equipment and firefighters to fires within the DESIGNATED AREA, or in withdrawal of equipment and firefighters from those boundaries. Such discretionary decisions made by the Fire Chief or, in his or her absence, the person responsible for management of the Fire Department, shall be final and conclusive, and shall not provide a basis for any cause of action, including a cause of action for breach of the terms of this Agreement.

2.4 It is specifically understood between the parties hereto that all persons who participate in rendering services in accordance with this Agreement are employees of the CITY and as such are under the control and direction of the CITY, through its designated official(s), while rendering such services and that the CITY shall be in complete control of all equipment and firefighters utilized in responding to, fighting and returning from fires.

2.5 Hazardous materials incidents that require a response by a "Hazardous Materials Team" (HazMat Technicians) are specifically *excluded* from the services to be

provided under this Agreement. Therefore, should the CITY (by itself or in partnership with Federal, State, or County governments) develop and place into service a "Hazardous Materials Team," it is specifically understood between the parties hereto that the FIRE DISTRICT shall pay additional compensation to the CITY on a per incident basis in accordance with Section 5.3 of this Agreement and RSMo Section 260-546, as amended.

2.6 The FIRE DISTRICT agrees to comply with the open burning regulations set out in the Missouri Code of State Regulations; specifically, Title 1 O § 10-6.045, Department of Natural Resources. By executing this Agreement, BUCHANAN COUNTY will assume responsibility for enforcing any violations of said provisions. The parties agree that the FIRE DISTRJCT will assume all risks associated with losing CITY fire protection to the extent said provisions are not enforced as mandated by this section.

ARTICLE III

EMERGENCY STANDARD OF CARE

Every officer, agent, or employee of the CITY, and every officer, agent, or employee of an authorized provider of emergency services, including, but not limited to, every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is hereby authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is "effective" if it in any way contributes or can reasonably be thought by the provider of such emergency service to contribute, to preserving any lives or property. This Section shall prevail over every other standard of care provision in conflict with this Section. Neither the CITY nor the employee, agent, or officer thereof, or other unit of government or subdivision thereof or its employees, agents, or officers, shall be liable for failure to use ordinary care in

such emergency. The intent of this Article is to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such governmental units from liability, and their employees, agents, and officers from non-intentional tort liability to the fullest extent permitted by statutory and constitutional law and this Article shall be liberally construed.

ARTICLE IV

INDEMNIFICATION

To the fullest extent permitted by law, the FIRE DISIRICT shall indemnify, defend, and hold harmless the CITY, and its consultants, officers, agents, and employees, from and against any and all claims, damages, losses or expenses, including, but not limited to, reasonable attorneys' fees, arising out of, or resulting from, the performance of the CITY's services hereunder and the contributory negligence of the CITY and any third party. The above-said right of indemnity shall be in addition to all other rights of indemnity that the CITY may possess.

ARTICLE V

COMPENSATION

5.1 The FIRE DISTRICT agrees to pay the CITY, as consideration for the services rendered pursuant to Article II of this Agreement, a charge equivalent to the amount of One Dollar and Fifteen Cents ($1.15) per One Hundred Dollars ($100.00) assessed valuation of all tangible property within the DESIGNATED AREA for each year during the initial three year term of this Agreement (CITY's FY2026/2027, commencing July I, 2026, and continuing through June 30, 2027; FY2027/2028, commencing July 1, 2027, and continuing through June 30, 2028; and FY2028/2029, commencing July 1, 2028, and continuing through June 30, 2029).

5.2 If this Agreement is renewed for an additional one-year term, or terms, in accordance with Article I above, then charges for any such renewal term(s) may, at the CITY's sole option, be calculated and adjusted annually thereafter, within the Consumer Price Index increase limits as certified by the State Tax. Commission. Notwithstanding any decrease in assessed valuation or CPI, the amount of payment from the FIRE DISTRICT shall not be less than in any previous fiscal year. The CITY shall provide the FIRE DISTRICT with notice of any proposed adjustment on or before December 1st of the year preceding the renewal term to which the adjustment will be applied and said adjustment will be reflected in the body of the Resolution referenced in Article I above.

5.3 The FIRE DISTRICT shall cause to be levied in each year a rate sufficient to satisfy the consideration for the services rendered pursuant to Article II of this Agreement, by directing the County Court of each County in which the FIRE DISTRICT is located, on or before the first day of January of each year during which service will be rendered, to levy a tax at the rate fixed, determined and agreed to in Section 5.1 upon the assessed valuation of all taxable tangible property within the FIRE DISTRICT, in addition to such other taxes as may be levied by such County Courts. All collections from such levy shall be remitted by the FIRE DISTRICT to the CITY on or before February 15th (forty-five (45) days after such taxes are due and payable to the Buchanan County Collector).

5.4 Should the CITY be required by the FIRE DISTRICT to respond to a hazardous materials incident, the CITY shall bill the FIRE DISIRICT for said response on a per incident basis, to include all direct and indirect costs associated with the same or such other amounts as may be subsequently determined by the CITY in accordance with RSMo. Section 260.546, as amended.

5.5 Any payments, as agreed to in Sections 5.1 and 5.3, that are not made within fifteen

(15) days after the date such payments are due shall incur interest at the rate of five percent (5%) for the first thirty (30) day period delinquent and one percent (1%) for each thirty (30) day period thereafter up to, and including, the date on which paid.

5.6 Any failure to make payments as agreed to in Sections 5.1 and 5.3 within fifteen (15) days after the date such payments are due, or a breach of any other condition or covenant of this Agreement by the FIRE DISTRICT, shall constitute sufficient cause, at the CITY's option, to immediately terminate this Agreement without further notice to the FIRE DISTRICT.

ARTICLE VI

MISCELLANEOUS

6.1 All the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

6.2 This Agreement may only be modified if agreed to in writing by the parties.

6.3 The FIRE DISTRICT shall pay all attorneys' fees and costs of legal proceedings when, in the CITY's discretion, it becomes necessary to institute legal proceedings to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers duly authorized by respective Ordinance or Resolution of the governing bodies, the day and year first above written.

CITY OF ST. JOSEPH, MISSOURI

By: _____
Mike Schumacher, City Manager

ATTEST:

Kaycee Garton, City Clerk

MAXWELL HEIGHT'S FIRE PROTECTION DISTRICT

By: Kathryn L Currier
Chairman of the Board and
President of the District

ATTEST:

Shannon L Kretzer
Secretary

COUNTY OF BUCHANAN, MISSOURI

S Nelson
Scotty Nelson,
Presiding Commissioner

ATTEST:

Mary Baack-Garvey KP
Mary Baack-Garvey,
County Clerk

County Commission, Buchanan County, Missouri

STATE OF MISSOURI, }
County of Buchanan, } SS.

APRIL TERM, 2026

The County Commission of said County met in session on Wednesday, April 15, 2026, and conducted the following business:

The Buchanan County Commission authorizes Presiding Commissioner to sign the Cooperative Agreement to Provide Fire Protection for Maxwell Heights Fire Protection District.

See Attached.

It is so ordered.

Ron Hook
Western District Commissioner

Scott Nelson
Presiding Commissioner

Scott Burnham
Eastern District Commissioner

STATE OF MISSOURI, }
County of Buchanan, }

I, Mary Baack-Garvey, Clerk of the County Commission and for said County, hereby certify the above and foregoing to be a true copy of the proceedings of said County Commission, on the day and year above written, as the same appears of record, in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County Commission at office in the Courthouse in St. Joseph, MO.

Mary Baack-Garvey KP
Clerk County Commission

By Amy Helsel

SPECIAL **Ordinance No.**

BILL # 159-26

AN ORDINANCE AUTHORIZING EXECUTION OF A REVISED WORKING AGREEMENT WITH LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 579 AND THE CITY OF ST. JOSEPH, MISSOURI.

Whereas, the City of St. Joseph and the Laborers' International Union of North America Local 579 (jointly, the "Parties"), last executed a Working Agreement that was in effect July 1, 2022, due to expire June 30, 2026; and

Whereas, the Parties have negotiated a revised Working Agreement to begin July 1, 2026, lasting until at least June 30, 2029.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the Working Agreement by and between the City of St. Joseph, Missouri, and the Laborers' International Union of North America Local 579 be, and hereby is, approved, and that a true and accurate copy of said Agreement is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager or his designee be, and hereby is, authorized to execute said contract with the Laborers' International Union of North America Local 579 in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of the contract.

Section 3. That this ordinance be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: Public Works & Transportation

Purpose: To authorize execution of a new Working Agreement with the Laborers' International Union of North America Local 579.

Remarks: The Laborers' International Union of North America Local 579 has represented employees at the City's Water Protection Facility since late 2017. The last Working Agreement was due to expire in late June 2025 but was carried over for an additional year to June 30, 2026. The Parties have been negotiating a new Agreement since early 2026, and have proposed a few revisions, including the following:

- Workers will now receive 2 hours of compensation time for each week on call
- Workers receive a $250 allowance for safety boots (up from $180)
- Cold weather coat/coverall reimbursement increased to $250
- Out of title compensation now allowed
- Guaranteed 3% wage increase per year

This Agreement has a three (3) year term and will automatically renew in one-year increments after that unless either party notifies the other of termination or need for renegotiation at least ninety (90) days prior to the termination date.

Passage of this ordinance satisfies the following City Strategic Goals:

1. Fiscal Responsibility – Budget accurately and stay within our own budget.
2. Invest In Our People – Optimize departmental cooperation and coordination.

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

WORKING AGREEMENT
between the

LABORERS' INTERNATIONAL UNION
of NORTH AMERICA
LOCAL 579

&

THE CITY OF ST. JOSEPH, MISSOURI

JULY 1, 2026 – JUNE 30, 2029

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ARTICLE I PURPOSE

1.1 This Working Agreement, entered into by the City of St. Joseph, hereinafter referred to as the Employer, and Laborers' International Union of North America Local 579, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of rates of pay; an equitable and peaceful procedure for the resolution of differences; hours of work; and other conditions of employment.

ARTICLE II RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive bargaining representative. Laborers' Local 579 is the exclusive representative for all non-supervisory employees in said unit. The bargaining unit consists of the following position titles: Plant Operator I, Plant Operator II, Plant Operator III, Lead Plant Operator, Industrial Maintenance Technicians, Maintenance Technician, Inventory Control Technician, Administrative Aide, Laborer, Equipment Operator IIIs, Electronic Technicians, Laboratory Analysts, Green Infrastructure Technicians, Senior Auto Mechanic, Master Maintenance Electrician and Environmental Compliance Technicians and Bio Solids Operator.

ARTICLE III MANAGEMENT RIGHTS

3.1 Except as expressly modified or restricted by a specific provision of this Working Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to determine classifications; to hire employees, determine their duties and qualifications and assign and direct their work; to determine supervision; to hire, select, promote, schedule, demote, transfer, lay off, recall to work, train and retire employees; to set the standards of productivity, and/or services to be rendered; to determine the amount and forms of compensation for employees; to plan, direct and control operations; to maintain the efficiency of operations; to determine the personnel, methods, means, organization, levels and facilities by which operations are conducted; to schedule operations; to set the starting and quitting time and the number and duration of hours and shifts to be worked; to control, change and regulate the use of machinery, facilities, equipment and other property of the City; to organize the operation; to introduce new or improved production, service, distribution and maintenance methods, materials, machinery and equipment; to make, issue, amend, rescind and revise policies, reasonable work rules, regulations, and standard operating procedures; the right to determine safety, health and property protection methods; and the right to subcontract and place services of other work with outside contractors or other departments of the Employer. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Working Agreement. This will not be used for the purpose of discrimination against any member or members of the Union.

3.2 If, in the sole discretion of the Employer, it is determined that civil community or public health emergency conditions exist, including, but not limited to, civil disorders, strikes, tornado conditions, floods, infectious disease outbreaks or other similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency. The Employer shall make reasonable efforts to return to normal operations as soon as possible after the civil emergency or public health emergency is declared to be over by the Employer.

3.3 The Employer has the sole authority to determine its purpose, mission, goals and the amount of its budget and the allocation of the budget to functions and operations of the Employer. It is understood by the parties to this Working Agreement that a part of the Employer's operations, programs, work and activities are funded by grants and other sources of non-renewable, non-continuing, non-tax supported income, as well as annual appropriations from available resources. Because of these changing funding sources, it is understood by the parties that the Employer may be required to eliminate or significantly reduce some of any of its operation, programs, work and activities requiring the termination of employees assigned to the respective areas of concern and funding, subject to the layoff provisions of this Working Agreement. If at any time, at the sole discretion of the Employer, it is determined that financial conditions exist, the provisions of this Working Agreement may be suspended by the Employer during the time of the declared financial exigency. The Employer shall make reasonable efforts to return to normal operation as soon as possible after the financial exigency is declared to be over the Employer.

3.4 No past practice shall be created that changes, interferes with or impacts the Employer's rights. Only those future practices that are approved by the Employer and committed to writing specifically identifying that the practice is intended to be adopted by the Employer as a change or impact on its rights shall have the effect of changing or impacting the Employer's rights. The Union shall identify practices that it believes exist to preserve them, doing so not later than the date of approval of this Working Agreement by the City Council.

3.5 In the event of a budget shortfall, the City shall have the right to require the modification of the economic terms of this Working Agreement. If the City deems it necessary to modify, upon good cause, the economic terms of this Working Agreement, the City shall so notify the Union and shall provide a period of thirty (30) days during which the City and Union shall bargain over any necessary adjustments to the economic terms of this Working Agreement. If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the City's requirements, the City and the Union shall have an additional fifteen (15) days to utilizing the services of a mediator through the Federal Mediation and Conciliation Service, to mediate the proposed modified economic terms of this Working Agreement; however, if no agreement is reached within that time period, the City shall have right, upon good cause, to make necessary adjustments on its own authority.

ARTICLE IV DUES CHECK-OFF

4.1 The City agrees to deduct the Union membership assessments and dues (including working hourly dues and/or supplemental dues) each pay period for those employees in the bargaining unit who voluntarily authorize any such deductions for so long as the employee so authorizes. The amounts to be deducted shall be certified to the City by the Union Secretary Treasurer. The aggregate deductions of all employees shall be remitted together with an itemized statement to the

Union Secretary Treasurer. An itemized statement shall consist of a listing of every employee for which the Union deductions are withheld. Withholding shall be automatically canceled upon termination of employment or following any placement in a classification outside of the bargaining unit or upon revocation in writing by the employee delivered to the Union and/or the City.

4.2 Employees shall have the right to engage in and support Union activity as well as the right to refrain from Union activity.

4.3 Union shall extend the duty of fair representation to employees in the bargaining unit.

ARTICLE V UNION ACTIVITIES

5.1 The Employer agrees that subject to Union needs and desires, only one (1) bargaining union employee (designated in writing by the Union) may perform the duties of a Union Steward. Performance of Union Steward duties shall not at any time or in any manner interfere with the employee's primary duties as an employee of the City.

Should a Union Steward believe in good faith that personal attention is required to a matter while on working time, he may request time away from his normal working duties to do so; however, such time off shall only be with the permission of their supervisor, and permission will not be unreasonably withheld.

All time off for Union Steward duties shall be without pay from the City; provided, however, that time spent in Step 2 and Step 3 meetings (see Article IX, Grievance Procedure), which time would but for the said meetings, be spent on duty, shall be compensated for by the City at the employee's regular rate of pay.

Pursuant to Missouri law and to be clear, representatives of the Union as well as any employee covered by this Agreement shall not be paid by the City while conducting labor organization-related activities concerning collective bargaining, including, but not limited to, negotiations, bargaining meetings, meet and confer sessions and any other collective bargaining-related activity; however employees may use by following procedures otherwise prescribed by the City, unused paid time off for such activities.

However, and as an exception to the above, time spent by the Union Steward and one (1) Bargaining Unit Employee in contract negotiations with the City during the employee's scheduled work day shall be split equally by the City and the Union such that one half of the employee's regular rate of pay for the time spent as noted, shall be paid by the City; the other one half to be paid by the Union.

5.2 The Employer will allow the Union to post notice of Union meeting times, dates, locations, and agenda items in an area that is generally accessible to all Union members.

ARTICLE VI EMPLOYEE STATUS

6.1 The Employer shall maintain a catalogue of job descriptions within the bargaining unit and forward copies within a reasonable period of time to the Union upon their request.

ARTICLE VII SENIORITY RIGHTS

7.1 Definitions. When the term "Seniority" is used, it shall mean "length of full-time service determined for the employee by the date on which the employee is appointed to City service or an adjusted length of service determined by compensating for break(s) in service of less than one (1) year," unless the context clearly states otherwise. When the term "Job Seniority" is used, it shall mean "length of full-time service determined for employee by the date on which the employee is appointed to the position they currently hold or an adjusted length of service determined by compensating for break(s) in service of less than one (1) year while in said classification."

7.2 The Employer shall maintain and post annually current Job Seniority list. The list shall be used whenever called for by specific articles and sections of this Working Agreement and in such other cases as may be agreed upon by the Employer and the Union.

7.3 Consideration to be Given. The City shall give consideration to Job Seniority as to layoffs and recall and any other action so specified in this Working Agreement. If skills, abilities and qualifications needed for the position or activity are equal between qualified applicants/employees, Job Seniority shall prevail.

7.4 Seniority Accumulation to Cease. An employee's Seniority accumulation shall cease if the employee:

1. is discharged (unless reversed through the grievance or other legal procedure); or
2. retires; or
3. quits or resigns.

7.5 An employee on initial probation shall have no Seniority until the completion of the initial probationary period. On the successful completion of the initial probationary period, the employee will accrue Seniority from the date of hire.

ARTICLE VIII DISCIPLINE AND DISCHARGE

8.1 No employee, after serving initial appointment probationary period, shall be disciplined or discharged without cause as defined by the Personnel Manual.

8.2 The Employer shall issue all discipline, reprimand, warning, suspension, or termination within ten (10) days of completion of the Employer's investigation. In any event, any and all discipline must be issued within thirty (30) days following the date on which the Employer acquires knowledge of a given matter, unless the Employer provides good cause for further delay.

ARTICLE IX GRIEVANCE PROCEDURE

9.1 A grievance is a question, dispute, or controversy relating to the interpretation or application of this Working Agreement, where applicable. A grievance shall not include any action which has an external statutory or judicial procedure to address the question, dispute, or controversy or any provision of this Working Agreement which specifically eliminates application of the grievance procedure.

9.2. Where this Working Agreement references the Personnel Manual, only the application of the applicable policy to the employee is grievable by the employee, not the policy itself.

9.3. "Working days" in this Article are defined as Monday through Friday, excluding observed holidays.

9.4. Eligibility to file a grievance under this procedure is limited to all regular, full-time, non-probationary employees. The right of grievance will in no way be construed to diminish management rights of the City or regarding the decisions of the Department Head, or of supervisors, provided those decisions are not in conflict with the Working Agreement.

9.5 Grievance Procedure.

Only one (1) subject matter shall be covered in any grievance. A grievance may be filed by one (1) grievant, or a group grievance may be filed by the Union on behalf of two (2) or more employees arising out of the same alleged violation. A grievance shall contain a statement of the grievant's position, the article(s) and section(s) of this Working Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grievant and the date filed. The City may consolidate similar grievances for review. However, each grievance shall be decided individually.

Grievances of disciplinary actions shall be governed by the procedure set forth in the Personnel Manual. All other subject matter that is eligible to be grieved under this Working Agreement, shall be governed by the following procedure:

Step 1: A written grievance shall be taken to the immediate supervisor within five (5) working days of the occurrence of the eligible issue. The immediate supervisor, or other designee of the department head, shall have ten (10) working days to respond in writing. The City shall, through the departmental rules and regulations, establish which "immediate" supervisory levels shall successively respond to a grievance.

Step 2: In the event that Step 1 does not resolve the matter to the aggrieved employee's satisfaction, the aggrieved employee or the Union may appeal the grievance to the department head, or the department head's designee, within five (5) working days following receipt of the immediate supervisor's response or when such response was due. The written appeal documentation shall include specific reasons why the Step 1 decision does not resolve the matter. Then, within ten (10) working days after receiving a timely appeal, the department head, or the department head's designee, shall meet with the grievant to discuss the grievance and investigate and document the matter as needed. The department head, or the department head's designee, shall render a decision within ten (10) working days after the meeting with the grievant.

Step 3: In the event that Step 2 does not resolve the matter to the aggrieved employee's satisfaction, the aggrieved employee or the Union may continue the process by submitting all written documentation concerning the matter to the Personnel Board of the City (delivered to the City Director of Human Resources) for review within ten (10) working days following completion of Step 2. The written appeal documentation shall include specific reasons why the Step 2 decision does not resolve the matter. Within thirty (30) working days of receipt of the appeal, or such other time as may be necessary to accommodate the grievant, Personnel Board members', and City staff members' schedule, the Personnel Board shall conduct a fact-finding investigation. The Personnel Board shall issue its written findings of fact and conclusions and provide a recommendation of the grievance to the City Manager within ten (10) working days of the close of the hearing and provide copies to the parties.

The report of the Personnel Board shall be presented to the City Manager for consideration. The City Manager may accept the recommendation or may adopt an alternative solution to the grievance. The decision of the City Manager shall be provided to the parties within ten (10) working days of receipt of the Personnel Board's recommendation.

The City Manager's decision is the final decision.

9.6 General.

1. Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Time limits may be extended by written agreement of the parties. Grievances which are not specifically resolved and not processed within specified time sequences shall be considered as resolved by the Employer's last decision and not subject to further consideration.

2. Representation. Employees may, at their own discretion, be represented at any stage of the grievance procedure after Step 1 by a Union representative.

3. Election of Procedures. Any employee who pursues a grievance that is covered by this Working Agreement and who also utilizes other procedures outside of this Working Agreement may, before the Step 3 process can be utilized, be required by the City to make an election of procedures before any relief may be granted for that employee, provided that such requirement to elect procedures is consistent with current applicable law.

An employee's election may be asserted as a complete and absolute defense to the use of any other procedure and relief that may be granted thereunder. Copies of such election of procedure received by the City shall be provided to the Union. Any employee who pursues a matter other than through the grievance procedure that requires the City to answer the matter on the merits shall be deemed to have specifically waived all of employee's rights to grieve and for relief under this Working Agreement.

ARTICLE X HOURS OF WORK & OVERTIME

10.1 The regular hours of work each day for full-time employees shall be eight (8), ten (10), or twelve (12) consecutive hours, except for an interruption for meal period. The Employer will make a good faith effort to provide the Union seven (7) days' notice of any change in hours of work other than on a temporary or emergency basis.

10.2 An overtime list shall be established based upon Job Seniority with each newest member being placed immediately below the next newest member. Overtime shall be distributed among members in each division who ordinarily perform such related work in the normal course of their employment as follows:

Voluntary Overtime

(a) Subject to other limitations stated in this Section 10.2, voluntary overtime must be offered to employees on a rotating basis beginning at the top of the overtime list. Each employee may accept or pass; however, the employee will not be offered another voluntary overtime assignment until all other employees on the list have been offered a voluntary overtime assignment.

(b) Any employee who has been assigned thirty-two (32) hours of overtime in a pay period may not accept a voluntary overtime shift without specific authorization by the Employer.

(c) If an employee fails to accept a voluntary overtime shift within reasonable times established by the Employer, the employee will be deemed to have passed on the shift.

(d) The Employer may impose reasonable restrictions on the number of shifts that may be worked within a time period or on the ability of an employee to work a voluntary overtime shift when the employee is scheduled to take off for the employee's regular shift on the day voluntary overtime is available.

(e) At the Employer's discretion, voluntary overtime may be offered to employees outside the overtime list applicable to the Job Seniority classification, provided all employees in that Job Seniority classification have been offered the voluntary overtime shift or not responded to the offer of voluntary overtime.

Mandatory Overtime/On-Call

(a) The Employer may require Employees to be on-call up to seven (7) days every two (2) months, unless staffing needs require employees to be on-call more often. When on-call an employee must be available and able to report to work and perform work duties in accordance with the Employer's policies and procedures within one (1) hour unless the employee's supervisor allows a longer period of time to report.

(b) When no employee accepts a voluntary overtime shift, the Employer may assign an overtime shift to the lowest employee on the overtime list who has not yet worked an overtime shift in the then-current rotation.

(c) Employees who would be one of the first three (3) people assigned to work a mandatory overtime shift shall be prepared to report to work in accordance with all rules applicable to performing work for the employer.

(d) For each week an employee is on call, that employee shall receive two (2) hours of compensation time.

If an employee works less than four hours of an overtime shift, that work shall not be deemed accepted, passed, or worked on the overtime list. The Employer may deviate from the requirements of this paragraph when circumstances require such deviation for the proper functioning of the Water Protection Facility.

10.3 The Employer, except in emergency situations, when requiring full-time employees to work in excess of their regularly scheduled work hours in any shift, will make a good-faith effort to provide a two-hour notice to employees so that they can make arrangements at home.

10.4 If an employee must be called in to perform work during any time when not scheduled to work, he/she will be paid a guaranteed minimum of two (2) hours pay at the applicable overtime rate. Paid time shall begin when employee arrives at the designated reporting place and shall end when the employee is released from further duties, subject to the above guarantee, with all such hours paid at the overtime rate.

10.5 During emergency situations, the Employer shall comply with section 10.3, however, if the Employer contacts the employee by telephone and the employee fails to respond within ten (10) minutes the Employer shall pass by that employee and move to the next employee on the list. If the employee cannot commit to responding within thirty (30) minutes, management may skip to the next available employee if the circumstances indicate.

10.6 Each employee shall have his/her choice when working overtime, if they wish to be paid for the overtime worked or accrue compensatory time. Use of accrued compensatory time must be approved by the Supervisor and will not be unreasonably denied.

10.7 Employer agrees to carefully evaluate the need for scheduling work beyond regularly scheduled shifts during any work period which includes an employer-designated holiday. If Employer determines that it is necessary to schedule additional shifts, it will be paid in accordance with City-wide overtime policy.

10.8 If a full-time employee works a consecutive double shift (that is, two full shifts), regardless of the length of his regular shift, in a contractual holiday payroll week, the Employee shall be paid overtime for the full second shift regardless of whether the employee actually works more than forty (40) hours in that payroll week. Other than this exception and the payment of overtime as set forth in Section 10.4, the Employer pays overtime consistent with the Fair Labor Standards Act notwithstanding anything to the contrary in this Agreement.

10.9 Employees who are designated and regularly scheduled to work the second shift (defined as starting at 7p.m. or later) and/or a weekend shift (defined as a Saturday or Sunday), shall be paid a shift differential of fifty cents ($0.50) per hour for such hours worked, and more specifically, time worked after 7.p.m. Monday through Friday, or anytime worked on a Saturday and Sunday.

ARTICLE XI REST PERIOD

11.1 All full-time employees' work schedules shall provide for two (2) fifteen-minute rest periods during each shift and a one-half hour uninterrupted lunch.

11.2 All rest periods begin immediately when the employee ceases performance of work duties. Employees must begin performance of work duties immediately at the end of the time allowed for the rest period. Exceptions to this section may be granted by an employee's supervisor.

ARTICLE XII NOTICE OF SHIFT CHANGE

12.1 All notices of shift changes will be posted on the bulletin board in the work unit one (1) week in advance unless under an emergency situation where this is not possible. In emergency conditions, the Employer will attempt to telephonically notify the employee of the change; such attempted notice and time of attempted notice shall be entered in the daily data log and signed by the lead operator making the call.

12.2 When shift assignments are to be changed by the Employer, employees who are equally qualified and properly licensed will be allowed to choose shift assignments according to their Job Seniority. In instances where forced assignments are necessary (e.g. No volunteer for a specific shift where manning is required), employees will be assigned by inverse Job Seniority.

12.3 Employees who wish to exchange shifts may submit written requests to the Superintendent; duration of the exchange will be set out in the written request. When it cannot be shown that the change interferes with the operation of the Water Protection Facility Division, such request will not be unreasonably denied.

ARTICLE XIII POSTING OF VACANT POSITIONS

13.1 Employer shall post all vacant positions so that all employees will have an opportunity to see the posting. Competitive selection from among all City employees will be made in accordance with the recruitment and selection provisions in the Personnel Manual, City of St. Joseph. The selected employees must meet the criteria as defined in the job description.

13.2 All position vacancies posted shall state the position, the shift and the minimum reasonable qualifications. Each posting will clearly identify shift work which is subject to change with reasonable notice.

13.3 The probationary period for the initial appointment of employees who are covered by this Agreement shall be for ninety (90) days and shall automatically extend an additional ninety (90) days. Thereafter, if the department director still has questions regarding the employee's fitness for

the position, he/she may request an extension of the probationary period up to a maximum of an additional ninety (90) days. Extension of the probationary period beyond the initial one hundred eighty (180) days shall be coordinated with Human Resources personnel.

13.4 For all positions that have been included in the annual budget that is then in effect, a temporary contract employee may perform the duties of that position for only six months unless the position has been posted and no qualified applicant has applied.

ARTICLE XIV DAYS OFF AND VACATIONS

14.1 Employees will accrue vacation leave in accordance with the Personnel Manual of the City of St. Joseph.

14.2 Selection of vacations shall be on a Job Seniority. Employees' vacation request must be submitted in writing by March 1 of each year. Vacation schedules shall be received by the employee within thirty (30) days thereafter. Any vacation request submitted after March 1 will be granted on a first-come, first-served basis. If two (2) or more requests are submitted on the same day, Job Seniority will be the determining factor.

14.3 Single days of vacation that are not scheduled in accordance with the immediately preceding section must be submitted twenty-four (24) hours in advance of the shift for which vacation is requested. Vacations that are not scheduled in accordance with the immediately preceding section which exceed one (1) working day must be submitted one (1) week prior to requested time off. Employees will be provided a written notice of approval or denial within seventy-two (72) hours after request is submitted. In cases of emergency, supervisors may grant vacation requests that are submitted after the time required by this paragraph.

14.4 Employees who are required to work additional unscheduled hours (e.g. employees who are called in) during a payroll week in which they take vacation may elect to forego the use of vacation time for every hour they are required to work outside their regular scheduled working hours.

ARTICLE XV HOLIDAYS

15.1 Employees shall receive all holidays in accordance with the Personnel Manual of the City of St. Joseph, together with such other days as may be designated from time to time by the City Council.

ARTICLE XVI SICK LEAVE

16.1 Employees will accrue and the granting of sick leave will be made in accordance with the Personnel Manual of the City of St. Joseph.

16.2 Employees must contact their immediate supervisor directly to notify them personally of their need for medical leave. In the event attempts to contact that supervisor are unsuccessful, the employee must call one of the other supervisors listed in the Policies and Procedures Manual.

16.3 Employees shall not abuse sick leave. For the purpose of this paragraph, abuse of sick leave will be deemed to have occurred when an employee has established a consistent record of being off on one or more particular days of the week (e.g. Fridays, Mondays, the day after a payday) or has used sick leave at a rate that exceeds his or her accrual rate. When a supervisor determines sick leave has been abused, the supervisor may require the Employee to produce a note from a physician for each time the Employee does not attend work due to an illness. The requirement to produce a physician's note will be re-evaluated after six (6) months.

ARTICLE XVII JOB-RELATED MEDICAL LEAVE

17.1 Payments for personal injury or illness arising out of and in the course of employment shall be governed by Chapter 287 RSMo, and Section 2-91 Code of Ordinances of the City of St. Joseph.

ARTICLE XVIII ADDITIONAL LEAVES

18.1 The following sections of the Personnel Manual of the City of St. Joseph pertaining to leaves are incorporated into this Working Agreement by reference thereto:

- 10.7 & 8 Family Leave
- 10.10 Funeral Leave
- 10.11 Military Leave
- 10.12 Jury Duty
- 10.13 Emergency and Extended Leave
- 10.14 Leave Without Pay
- 10.15 Voting Time

ARTICLE XIX EDUCATIONAL TRAINING SUPPORT

19.1 The Employer agrees that job-related training and education that is required by the Employer will be provided at no cost to employees, consistent with availability of funds and needs of the employee. The Employer will pay for up to two examinations that are required to obtain licenses. If the employee is unsuccessful in passing the examinations after two attempts, the employee will be required to pay for the additional examinations.

ARTICLE XX SAFETY

20.1 The Employer agrees to provide a safe and healthy work environment for all employees and further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light/noise levels and health and safety in general. The Employer will comply, to the best of its ability, with applicable, known

local, state, and federal health and safety laws and regulations. The Employer shall employ monitoring and detection devices to monitor workplace environment as necessary.

20.2 The Employer will provide members who work at the Waste Treatment Plant in the Laboratory, Operations or Maintenance Sections, with Hepatitis "B" inoculations on request of the member to the Superintendent of the Wastewater Treatment Plant. Employees will receive a mandatory Tetanus shot every seven (7) years. Inoculations after the initial series will be provided, based on medical determination of need, in order to maintain appropriate levels of protection against infection.

20.3 Employer will make every attempt to ensure new employees are properly trained prior to assigning them a shift to work alone.

ARTICLE XXI NO STRIKES OR LOCKOUTS

21.1 No Strikes. In consideration of the City's commitment as set forth in the Grievance procedures and of RSMo 105.530, 1986, as amended, the Union, its officers, agents, representatives, stewards, and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, picketing, slowdown, work stoppage, or any other interference with or interruption of work at any of the City's operations, whether or not such a strike, sympathy strike, picketing, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth herein; or (b)involves a matter specifically referred to or covered in this Working Agreement; or (c) involves a matter which has been discussed between the City and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the City and the Union at the time this Agreement was negotiated or executed.

21.2 Discipline for Violation of Section 21.1. The failure or refusal on the part of any employee to comply with the provisions of Section 21.1 of this Article shall be cause for immediate discipline, including discharge; provided, however, that if an employee violates Section 21.1 over any personnel matter, such employee shall be subject to immediate termination of employment. The failure or refusal by a Union officer, agent, representative, or steward to comply with the provisions of Section 21.1 of this Article constitutes leading and instigating a violation of said Section 21.1, it being specifically agreed that the Union officers, agents, representatives and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 21.1 of this Article by reporting to work and performing work as scheduled and/or required by the City. There shall be no liability by suit for damages on the part of the Union, its officers or representatives, resulting from unauthorized or "wildcats" strikes not called, directed or ratified by them unless they fail to use their best efforts to bring about a cessation of such unauthorized or "wildcats" strike.

Except as otherwise provided, any violation of this Article shall be subject to the Grievance Procedures but only as to whether the Article was violated; if so, then Employer shall determine the level of discipline at its discretion.

21.3 No Lockouts. In consideration of the Union's commitment as set forth in Section 28.1 of this Article, the City shall not lock out employees.

ARTICLE XXII REVIEW OF PERSONNEL FILES

22.1 Any employee covered by this Working Agreement may examine their personnel file in the office of the Human Resources Department. An employee may designate a representative in writing to review their file. An employee will be advised of any material relating to job performance or personal character which is to be placed in their file. Other access to individual personnel files shall be governed by Section 2.4 of Personnel Manual. The employee may challenge the propriety of including specific documents in the files. Such challenge shall be in writing to the Superintendent at the Water Protection Facility Division or Director of Human Resources and must state the employee's reason(s) for such request. Decision on challenge will not be unreasonably delayed. The Director of Human Resources shall decide which documentation is appropriate for inclusion in the employees' personnel file, consistent with the manner in which documentation is included in other employees' files.

ARTICLE XXIII LICENSING REQUIREMENTS

23.1 Employees required to attend classes for licensing requirements will do so without loss of pay. The City shall pay all costs of maintaining all required licenses, including Commercial Drivers Licenses (CDL) if an employee is required to hold a CDL to operate assigned equipment. The need for a CDL must be included in your job description.

23.2 All employees currently holding wastewater licenses, whether or not required in their present classification, shall be allowed to maintain their licenses without loss of pay. The cost of maintaining their wastewater licenses shall be paid by the City.

ARTICLE XXIV UNIFORMS AND CLOTHING

24.1 The City shall provide uniforms for employees of the Water Protection Facility Division. The City shall further provide for laundering and replacement of all such uniforms. The uniform the City will provide and maintain will be of lightweight 100% cotton or acceptable alternative.

24.2 The City shall provide work gloves for all employees of the Water Protection Facility Division Plant whose regular duties require use of gloves. Gloves will be replaced as required by on-the-job fair wear and tear.

24.3 Safety shoe/boots shall be reimbursed up to $250.00 subject to the procedure established by the City. There shall be a limit of one pair per year or as needed.

24.4 Cold weather clothing shall be provided by the Employer. Upon supervisory approval, the Employer shall provide for cleaning of member's cold weather clothing which becomes soiled as a direct result of performance of members' duties. The cleaning of this cold weather clothing will

not unjustly be denied. A coat and/or coveralls will be reimbursed up to $250.00 subject to the procedure established by the City. This reimbursement shall be limited to once per year, or as needed, or at the discretion of the Superintendent, which shall not be unreasonably withheld. Upon replacement of coats or coveralls, the replaced items must be turned in to the Employer.

ARTICLE XXV OUT-OF-TITLE PAY

25.1 Out-of-title compensation shall be paid to an employee who is assigned by Management to work in a supervisory position that is a rank above that which he/she normally holds.

ARTICLE XXVI SUCCESSORS

26.1 This Working Agreement shall be binding upon the successors of the Union hereto, and no provisions, terms, or obligations herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation or transfer of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE XXVII SAVINGS CLAUSE

27.1 Should any article, section, or portion thereof, of this Working Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree to immediately discuss a permissible substitute for the invalidated article, section, or portion thereof.

27.2 In instances where the Working Agreement is in conflict with the Personnel Manual and/or the Water Protection Policies and Procedures Manual, the Working Agreement shall prevail.

ARTICLE XXVIII WAGES AND DURATION OF AGREEMENT

28.1 Subject to existing State law, this Working Agreement shall be effective July 1, 2026 through June 30, 2029. It shall automatically be renewed from year-to-year thereafter, unless either party shall have notified the other in writing, at least ninety (90) days prior to the anniversary date that it desires to modify this Working Agreement.

28.2 Effective July 1, 2026, wages for employees in this Bargaining Unit shall be increased by three percent (3%) across the board; provided, further, that should the City Council grant more than a three percent (3%) across the board increase to all employees of the City not represented by Local 579, the same additional across the board increase shall apply to this Bargaining Unit, as well. The same three percent (3%) increase shall occur on July 1, 2027 and again on July 1, 2028.

IN WITNESS WHEREOF, the parties have caused this Working Agreement on the date first written above.

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 579 ("UNION")

By: _____

Its: Business Manager/Secretary-Treasurer

ATTEST:

By: _____
Secretary

CITY OF ST. JOSEPH, MISSOURI ("EMPLOYER")

By: _____
Mike Schumacher, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SPECIAL **Ordinance No.**

BILL # 160-26

AN ORDINANCE AUTHORIZING EXECUTION OF A LEASE AND OPERATIONAL SERVICES AGREEMENT WITH MISSOURI WESTERN STATE UNIVERSITY FOR PUBLIC AND CITY OF ST. JOSEPH USE OF THE THOMAS EAGLETON INDOOR POOL IN THE ANNUAL AMOUNT OF $108,001.00.

Whereas, the City Council passed Emergency Special Ordinance No. 10326 approving a lease and operational services agreement with Missouri Western State University; and

Whereas, the City and Missouri Western State University is committed to providing public access and programs at Thomas Eagleton Indoor Pool, an indoor swimming pool, located on Missouri Western State University's campus; and

Whereas, the City and Missouri Western State University staff members have negotiated terms of an agreement under which the City would pay a portion of the operating expenses and provide staffing and programming for operation of Thomas Eagleton Indoor Pool; and

Whereas, in exchange for the City's contributions, Missouri Western State University will open Thomas Eagleton Indoor Pool for use by the public and for City programming most calendar weeks.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the Lease and Operational Services Agreement by and between the City of St. Joseph, Missouri, and Missouri Western State University to provide financial assistance for the operation of Thomas Eagleton Indoor Pool and use by the public be, and hereby is, approved and that a true and accurate copy of said agreement is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager or his designee be, and hereby is, authorized to execute said Lease and Operational Services Agreement with Missouri Western State University in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of said agreement.

Section 3. That the Finance Director be, and hereby is, authorized to issue warrants pursuant to the aforesaid agreement and to charge said amounts to the FY 2026/2027 General Fund, Swimming Program Account Number 3030-1471 (Facility Rent/Lease), when directed to do so by the City Manager or the Director of Parks & Recreation.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____ _____

City Clerk Mayor

Date: June 22, 2026
Amount: $108,001.00
Account Number: 3030-1471

Explanation to Council Bill
Originating Department: Parks & Recreation

Purpose:

To authorize the execution of a lease and operational services agreement with Missouri Western State University for public and City of St. Joseph use of Thomas Eagleton Indoor Pool in exchange for the City's payment of a portion of the operating costs for Thomas Eagleton Indoor Pool in the amount of $108,001.00.

Remarks:

In 2021, the City and MWSU entered into a lease and operation services agreement regarding the Thomas Eagleton Indoor Pool due to extensive capital improvements that were necessary for the continued operation of the pool. That agreement will expire on June 30, 2026.

Under the terms of the new proposed agreement, the City would continue staffing, operation, and programming responsibility for the pool until such time as the City develops alternative aquatics facilities; provided, however, that the pool and accompanying facilities remain operational and fully capable of offering the level of service sought by the public.

The new lease and operation services agreement provides that the City will pay MWSU an annual lease payment of $1.00; additionally, an amount of $9,000.00 per month for utilities, for a total of $108,001.00. The term of this agreement shall be for a period of one (1) year, July 1, 2026, through June 30, 2027, and will automatically renew up to two (2) additional one (1) year agreements. It is also able to be terminated early should the alternative aquatics facility become available to the City.

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

THOMAS EAGLETON INDOOR POOL
LEASE AND OPERATIONAL SERVICES AGREEMENT

This Management and Maintenance Agreement for Thomas Eagleton Indoor Pool (the "Agreement") is made and entered into on this ____ day of _____, 2026 (the "Effective Date") by and between the City of St. Joseph, Missouri (the "City") and Missouri Western State University ("MWSU"), collectively the "Parties".

RECITALS

WHEREAS, MWSU owns and currently operates the Thomas Eagleton Indoor Pool (the "Pool") for use by MWSU students, faculty, and certain members;

WHEREAS, the City and MWSU subsequently entered into an agreement (in 2016) pursuant to which MWSU agreed to allow the City to implement programming at the Pool to facilitate public use, beyond MWSU students, faculty, and certain members, in exchange for the City's agreement to contribute to the Pool's continuing operating and maintenance expenses; and

WHEREAS, MWSU has determined the Pool has become underutilized by the university campus and has become primarily used by public groups; and

WHEREAS, the City has limited aquatics facilities and the capability of operating the Pool as a public facility until such time as the City develops alternative aquatics facilities; and

WHEREAS, the City and MWSU now wish to enter into this Lease and Operational Services Agreement pursuant to which the City will lease the premises for a nominal amount and assume operational and programming responsibility for the Pool from MWSU in accordance with the terms and conditions set forth herein, provided the Pool remains a viable and operational facility; and

WHEREAS, neither the City nor MWSU anticipate this Agreement to require either to spend substantial funds on capital improvements and both acknowledge that a substantial failure of the Pool or accompanying facilities may merit termination of this Agreement; and

WHEREAS, provided the Pool remains operational, the City and MWSU are committed to a one (1) year term related to the management, operation, and maintenance of the Thomas Eagleton Indoor Pool, with the option to enter into two (2) subsequent one (1)-year renewal periods upon mutual agreement of the parties.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and MWSU hereby agree as follows:

1. **Premises.** MWSU agrees to lease to the City the Pool and additional areas set forth below (the "Premises"), which is housed in the Looney Complex (the "Building") on the MWSU campus located at 4525 Downs Drive, St. Joseph, Missouri. The Premises are depicted on the floor plan attached hereto and incorporated herein as ***Exhibit A*** and described as follows:

(a) the Pool; and

(b) the storage space located off the nataorium; and

(c) two (2) adjacent ADA accessible family changing restroom located off the natatorium; and

(d) a small indoor storage closet located off the natatorium; and

(e) a secure outdoor attached storage closet that is of sufficient size to store chemical supplies required to operate the Pool.

MWSU must provide its prior written consent to any changes to the Premises.

MWSU shall provide physical keys and access cards to the exterior doors of the entrance to the Premises and ensure that the lock system installed interfaces with the fire alarm system to prevent triggering the alarm. Individuals from the City needing access to the Premises will be required to complete a "University Key Request" form. Additional physical keys, access cards, or replacement keys and cards, if lost or stolen, will be charged at the rate of $25.00 per key and $10.00 per card. All physical keys and access cards must be surrendered to MWSU at the expiration of termination of this Agreement.

The storage area currently used by Central High School's swim team is located outside of the Premises described in Exhibit A and, therefore, is not part of this Agreement.

2. **Additional Storage.** MWSU shall provide storage space for extra chemical supplies to ensure continuing operation of the Pool. Such space shall be secured and only accessible by MWSU employees. Upon request and with at least 48 hours' notice, MWSU shall deliver such chemicals to the Premises, including when the campus is closed during scheduled breaks; provided, however, that in the event chemical supplies are needed to maintain Pool water quality for an unanticipated change in conditions, they must be immediately (i) made accessible to the City or (ii) delivered by MWSU.

3. **Physical Improvements.** To the extent physical improvements may be needed, the parties will meet to discuss the circumstances existing at that time to determine what action should be taken, if any.

4. **Payments.**

(a) Rent. The annual lease payment due to MWSU from the City shall be One Dollar and No Cents ($1.00).

(b) Utilities. The City shall pay the pre-determined amount of $108,000.00/year ($9,000.00) per month for utilities (electricity, gas, water, wastewater, trash removal) serving the Premises. MWSU will use these funds to pay for utility-related expenses for the Building.

5. **Term.** The term of this Agreement shall be for a period of one (1) year, July 1, 2026 through June 30, 2027, unless any of the following events occur:

(a) One party provides sixty (60) days' advance written notice to the other party of its intention to terminate the Agreement at the end of the sixty (60) day period; or

(b) The Pool is permanently closed due to structural failure, or conditions arise that make the Pool's continued operation unfeasible for one or both parties; or

(c) The City and MWSU mutually agree to terminate the Agreement; or

(d) Either party commits a material breach of the Agreement; or

(e) The Agreement is terminated by another method specifically described herein.

6. **Renewals.** The parties may, by mutual agreement, enter into up to two (2) subsequent one (1)-year renewal periods. Mutual agreement means neither Party gives a sixty (60) day notice to terminate the Agreement as described in 5(a) above, or the Agreement is not otherwise terminated. Unless otherwise agreed to in writing by the parties prior to expiration of the term or initial renewal period, as applicable, the terms and conditions of this Agreement shall remain in full force and effect for the duration of the renewal period, which shall commence immediately upon expiration of the term or initial renewal period, as applicable.

7. **Maintenance, Repair, and Replacement.**

(a) City Responsibilities. The City shall maintain the Pool and associated amenities in a manner that is consistent with common swimming pool maintenance techniques and practices. Such responsibilities shall include, but not be limited to, the following:

(i) Skimming water surfaces daily to remove floating matter;

(ii) Checking pumps, strainers, and filters daily to monitor recirculation and filtration;

(iii) Checking and recording filter pressure gauge readings and flow meter readings daily, and taking corrective measures as indicated;

(iv) Engaging in daily quality sampling and testing to maintain water quality in accordance with all applicable ordinances, rules, regulations, and best practices;

(v) Managing the heating system and making minor repairs, as needed;

(vi) Managing the water filtration system, pool pumps, and plumbing fixtures within the Premises and making minor repairs, as needed;

(vii) Cleaning the swimming pool deck and surrounding areas, which include the front entrance and ticket booth; provided, however, that MWSU provides access to adequate space to store cleaning supplies and equipment to be used for this purpose, including hoses and a drivable floor scrubber, as well as access to the wet closet located in the lower custodial closet;

(viii) Brushing swimming pool walls, as needed;

(ix) Cleaning gutters or skimmers, as needed;

(x) Backwashing, as needed;

(xi) Vacuuming entire swimming pool, as needed;

(xii) Periodically inspecting, cleaning, and maintaining guardroom, chemical room, and pump room;

(xiii) Maintaining and storing safety and maintenance equipment, unless otherwise specifically provided;

(xiv) Organizing and keeping furnishings clean and orderly;

(xv) Enforcing rules and regulations, including but not limited to, health and safety rules and regulations;

(xvi) Completing other common duties as necessary to keep the pool functioning properly;

(xvii) Properly disposing of any hazardous waste in accordance with federal, state, or local laws, rules, regulations, or ordinances;

(xviii) Maintaining the water temperature of the Pool between Eighty degrees Fahrenheit (80˚F) and Eighty-Three degrees Fahrenheit (83˚F); and

(ixx) Providing all labor and materials to complete the foregoing maintenance responsibilities in accordance with Section 8(c) below.

(b) MWSU Responsibilities. MWSU shall maintain certain areas within the Premises (e.g. restroom facilities, trash receptacles), structural and mechanical components within the Premises, and the exterior of the Building. Such responsibilities shall include, but not be limited to, the following:

(i) Maintaining the air temperature within the Premises between Seventy-Seven degrees Fahrenheit (77˚F) and Eighty-One degrees Fahrenheit (81˚F) unless a different temperature is required on either a temporary or permanent basis.

(ii) Ensuring that appropriate technological systems and services are in place and operational, (e.g. internet service) for use in the Premises.

(iii) Cleaning and maintaining restrooms within the men's and women's locker rooms and family changing rooms, and replenishing restroom supplies, in accordance with the schedule in place during the fiscal year immediately preceding the effective date of this Agreement;

(iv) Emptying all trash receptacles, in accordance with the schedule in place during the fiscal year immediately preceding the effective date of this Agreement; and

(v) Conducting minor repairs to the men's and women's locker rooms and family changing rooms, (e.g., addressing plumbing issues, changing light bulbs, replacing faulty toilets, sinks, etc.)

(vi) Maintaining HVAC systems, dehumidification systems, and hot water heaters within the Premises;

(vii) Installing and maintaining conduits, wiring, sockets, or electrical equipment, within the Premises;

(viii) Providing exterior and interior pest control services;

(ix) Installing and monitoring smoke/fire detection systems wthin the Premises;

(x) Maintaining designated parking lots adjacent to the Building;

(xi) Providing snow removal services adjacent to the Building; and

(xii) Maintaining the exterior of the Building and surrounding area to ensure it is kept in a neat, safe, and presentable condition, including sidewalks, driveways, lawns, and shrubbery.

8. **Operations.** The City shall ensure the following related to its operation of the Pool:

(a) Hours of Operation. The City shall have full discretion to set the hours within which the Pool shall be open and operational, including, but not limited to, periods when the MWSU campus is closed (e.g. fall break, winter break, spring break); provided, however, that if the MWSU campus is closed due to a weather-related event, the Pool shall also be closed upon receiving notice of such closure. Additionally, the Pool shall not be open for public use during MWSU men's and woman's home basketball games, as long as sixty (60) days notice of said games has been provided to the City.

(b) Programming; Scheduling. The City shall have the autonomy to develop programming and set schedules associated with various uses, special reservations, and

events at the Pool, including, but not limited to, the authority to work directly with designated representatives of swim teams.

(c) Personnel. The City shall have sole decision-making authority related to the number and type of personnel needed to staff the public use, special events, and competitions at the Pool. The City agrees to have on hand, at all times during which the City opens the Pool to the public, sufficient personnel as would ordinarily be required to maintain order, protect persons and property, and further agrees to operate and manage the Premises.

(d) Equipment. The City may place bleachers and ADA equipment in the area within which the Pool is located when not otherwise in use by the City.

(e) Food Service. The City shall be required to use MWSU's designated food vendor/catering service (currently Aramark) for such uses and events and to require outside entities using the Pool to also use MWSU's designated food vendor/catering service.

(f) Fees.

(i) Open Swim Fees. Individuals who wish to use the Pool during any "open swim" hours scheduled by the City may do so at the rate established by the City; provided, however, that:

- current students, faculty, and staff members showing a valid MWSU identification card may use the Pool during such hours free of charge; and
- retirees, alumni, and recreation services members showing a valid MWSU identification card, and allowed guests (families), may use the Pool during such hours at a ten percent (10%) reduction of the established rate.

(ii) Program and Event Fees. The City shall have sole decision-making authority related to amounts charged as fees to participate in the various programs and events offered at the Pool, including fees associated with classes offered by or through MWSU.

9. Locker Rooms; Shared Access/Use. Except as specifically limited in this paragraph, MWSU shall allow the City and patrons of the Premises shared access/use of the Men's and Women's Locker Rooms. Locker Rooms are depicted on the floor plan attached hereto and incorporated herein as ***Exhibit B***. Shared access to/use of these spaces will be available except as follows:

(c) During winter commencement; and

(d) On other dates or occasions if discussed with the City at least ten (10) days in advance of such date or occasion.

Neither the City or MWSU shall have responsibility for the safekeeping of any personal property left in the Locker Rooms.

10. Parking. Non-exclusive use of parking spaces in Lot J are available on a first come, first serve basis for use by city employees and patrons of the Pool; provided, however, that ten (10) parking spaces shall be specifically allocated and signed for use by those who wish to use the Pool. ADA spaces are available on a first come, first serve basis near the entrance of the Building. No overnight parking will be permitted unless the City has received prior written approval from MWSU. During the time when "Chiefs Camp" is held on the MWSU campus, parking options may be adjusted by MWSU, as needed, with the exception of the ten (10) allocated parking spaces.

11. Leasehold Improvements. The City agrees that no leasehold improvements, alterations, or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the Building without first obtaining the written consent of MWSU and such consent shall not unreasonably be withheld. Thereafter, any and all leasehold improvements made to the Premises, which become affixed or attached to the leasehold Premises, shall remain the property of MWSU at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local laws, code, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the City makes any improvements to the Premises the City shall be responsible for all associated costs.

12. Licenses, Permits and Expenses. A copy of any and all local, state, or federal permits acquired by the City, which are required for the use of the Premises, shall be kept on site at all times and shall be readily accessible and produced to MWSU and/or its agents or any federal, state, or local officials upon demand. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this section and the party responsible for said repairs agrees to promptly commence such repairs and to prosecute the same to completion diligently; subject, however, to the delays occasioned by events beyond the control of such party. Each party agrees to pay promptly when due, the entire cost of any work done by it upon the Premises so that the same shall be free of liens for labor and materials. Each party further agrees that, in doing such work, it will employ materials of good quality and comply with all governmental requirements and perform such work in a good and workmanlike manner.

13. Insurance.

(a) City. The City shall have General Liability insurance (or its equivalent) with a minimum combined single limit of at least One Million Dollars ($1,000,000) per occurrence and a general aggregate limit of at least Two Million Dollars ($2,000,000), for claims arising from, or as a result of, any bodily or personal injury or property damage losses occurring during the City's operation of the Pool as set out in this Agreement. Such liability insurance shall be written as a primary policy, not excess or contributing, with or secondary to any other insurance as may be available to MWSU. A copy of the policy or a certificate of insurance shall be delivered to MWSU on or before the commencement date and reasonable notice shall be provided to MWSU in the event of cancellation. Nothing in

this paragraph or Lease Agreement shall be deemed a waiver of MWSU's sovereign immunity or any other governmental immunity.

(b) MWSU. MWSU shall procure and maintain at all times during the term of this Agreement adequate Property insurance for the Premises and Building. MWSU is an agency of the State of Missouri and, as such, is self-insured for liability. Claims against the State of Missouri are handled as provided in the Missouri Tort Claims Act (Chapter 537 RSMo.) MWSU represents and warrants that its agencies, officials, and employees are protected from causes of action under Missouri's Legal Expense Fund, as defined in Chapter 105.711, *et seq*. RSMo. (the "Legal Expenses Fund), and that the Legal Expense Fund covers claims and liability in connection with this Agreement or resulting from MWSU's operations and activities under this Agreement, for personal injuries, sickness, disease, death, or damage to property of others, including loss of use resulting therefrom. MWSU, as an agency of the State of Missouri, receives workers' compensation coverage through Missouri's self-insured workers' compensation program as administered through the Office of Administration Center Accident Reporting Office. MWSU shall provide certificate(s) of insurance to the City before MWSU shall be entitled to any sum of money payable under this Agreement. Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

14. Indemnification and Sovereign Immunity. To the full extent permitted by law, each party shall indemnify, defend, and hold the other harmless and defend the other from all claims, damages, losses, expenses (which specifically include reasonable incurred attorneys' and experts' fees), and liabilities arising out of the maintenance, management, use, or operation of the Premises, as well as the Building within which the Premises is located, or arising out of breach or enforcement of this Agreement. Nothing herein shall be deemed to waive the sovereign immunity of either MWSU or the City as to claims by any third party or to authorize any claim for damages of any kind against the City or MWSU.

15. Not Liable for Damage or Loss of Personal Property. The parties to this Agreement, and their employees, servants, and/or agents, shall not be responsible for any damage or loss to property that may belong to any member of the general public visiting the Premises where said loss arises from theft, fire, or any other circumstances not caused by negligence of the parties.

16. Ordinances, Statutes, and MWSU Policies. The City shall comply with all statutes, ordinances, regulations, MWSU Policies, conditions, and requirements of all municipal, state, and federal authority now in force, or which may hereafter be in force, pertaining to the Premises, occasioned, or affecting the use thereof, by the City.

17. Entry and Inspection. The City shall permit MWSU, or its agents, to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

18. Logos and Branding. The City may use its logo and branding for the sole purpose of advertising the availability of the Pool. The City shall not place exterior signage on the Premises without written consent of MWSU.

19. Prior Agreements. All prior agreements concerning the use and care of the Pool are considered fulfilled and terminated as of July 1, 2026.

20. Miscellaneous.

(a) Changes. No changes in this Agreement shall be made except in writing executed by all parties.

(b) Governing/Choice of Law and Venue. The Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws. Each party irrevocably agrees that any legal action, suit, or proceeding arising out of or in connection with the Agreement or the transaction contemplated by the Agreement or other agreement between the parties, or disputes relating thereto shall be brought exclusively in the Circuit Court of Buchanan County, Missouri, and each party hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid court in person am, with respect to any such action, suit, or proceeding.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

(d) Notices. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the opposite party at the address below or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the opposite party at the address below:

To the City:
City of St. Joseph
Attn: City Manager
1100 Frederick Avenue, Room 307
St. Joseph, MO 64501

With a copy to:
Director of Parks and Recreation
1920 Grand Avenue
St. Joseph, MO 64505

To MWSU:
Missouri Western State University
Attn: Vice President of Finance and Administration
4525 Downs Drive
St. Joseph, MO 64507

(e) Severance. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

(f) Entire Agreement. The parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, MWSU and the City have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first above written.

MISSOURI WESTERN STATE UNIVERSITY ("MWSU")

By: _____

Its: Vice President of Finance + Admin

ATTEST:

Betsy Wright

Secretary

CITY OF ST. JOSEPH, MISSOURI ("CITY")

By: _____

Mike Schumacher, City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

SPECIAL **Ordinance No.**

BILL # 161-26

AN ORDINANCE AUTHORIZING THE EXECUTION OF A THREE-YEAR ANALOG REPLACEMENT SERVICES AGREEMENT BETWEEN THE CITY OF ST. JOSEPH, MISSOURI AND GRANITE TELECOMMUNICATIONS, LLC.

Whereas, Granite is the nation's largest managed telecommunication service provider offering unmatched business-to-business customer support, customized solutions, and simplified consolidated billing combining all business services and locations on a single electronic invoice; and

Whereas, currently, the City has 30 locations using plain old telephone service (POTS). Costs are on the rise, maintenance responsiveness is dwindling, and in certain locations, new lines are simply unreachable. Granite EPIK, a crafted POTS alternative patented technology, ensures high service quality and reliability, features 4G LTE connectivity, and has the ability to switch to WI-FI and broadband when available; and

Whereas, the City of St. Joseph, Missouri agrees to a three-year agreement with Granite Telecommunications, LLC. for Analog Replacement Services covering 30 existing analog phone lines from AT&T plus an additional analog line at the Rosecrans Airport Control Tower at a monthly cost of $1,398.45 or $16,781.40 annually utilizing the Cooperative OMNIA Partners Pricing #R241103; and

Whereas, the annual expenditure for Granite EPIK will be budgeted in future budgets with the guidance from the Technology and Finance Departments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the three-year Analog Replacement Services agreement by and between the City of St. Joseph, Missouri and Granite Telecommunications, LLC be, and hereby is, approved and that a true and accurate copy of said Agreement is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager or his designee be, and hereby is, authorized to execute said agreement with Granite Telecommunications, LLC, in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments and addenda thereto which may subsequently be required to effectuate the purpose and intent of this agreement.

Section 3. That this ordinance is, and shall be, in effect from and after its date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: Technology Services

Purpose: To authorize the execution of a three-year Analog Replacement Services Agreement between the City of St. Joseph, Missouri and Granite Telecommunications, LLC.

Remarks: Currently, the City has 30 locations using plain old telephone service (POTS) with copper-based analog services at a cost of $2,844.10 monthly or $34,129.20 for 30 lines with AT&T.

In the time of evolving communication needs, the costs of POTS lines are on the rise, maintenance responsiveness is dwindling, and in certain locations, new lines are simply unreachable.

Granite EPIK, a crafted POTS alternative patented technology, ensures high service quality and reliability, features 4G LTE connectivity, and is future ready with the ability to switch to WI-FI and broadband when available with its Class 5 Softswitch-powered Edge device. Undergoing rigorous testing, EPIK, verified compliance with FCC's standards for network performance, service quality, and compatibility with critical applications such as 911 services and communication encryption security for all calls meeting HIPAA and PCI standards.

Bids were not requested as the City will use the Cooperative OMNIA Partners Pricing #R241103.

The City will recognize $52,043.40 in savings over the three-year period by converting from AT&T to EPIK and adding an additional line at the Rosecrans Airport Control Tower.

This Ordinance reflects the following action items in the City's strategic plan:

1. Ensure Fiscal Responsibility: Increase productivity and efficiency of workforce and equipment usage by scheduling maintenance activity and working geographically.
2. Ensure Fiscal Responsibility: Improve utilization of city-owned technological assets.

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

Granite

Granite is the nation's largest managed service provider. Since our founding in 2002, Granite has experienced industry-leading growth while specializing in dedicated business-to-business customer support and the consolidation of communications services. Our customers trust us with 1.4 million voice and data lines servicing their critical locations in retail, finance, real estate, hospitality, and more. We count over 85 of the Fortune 100 among our customers, including eight of the Top Ten US Retailers in the Forbes Global 2000.

Access Services

From small business to enterprise networks, Granite offers access solutions tailored to your business needs. Our nationwide network offers bandwidth from 1.5Mb to 10GB for Dedicated Internet Access, MPLS and Granite Switched Ethernet. With over 35 vendor partnerships Granite is able to meet virtual and physical diversity requirements, covering the entire US and Canada, while keeping all services on one bill with one contact.

Consolidated Billing

Never sort through multiple phone bills again. Simplify payment with Granite's consolidated billing. All of your business' locations can be on a single invoice.

Service Providers

Granite is bonded to service providers across North America, including Verizon, AT&T, CenturyLink, Frontier, FairPoint, Windstream, Cincinnati Bell, Telus, and Bell Canada. We are e-bonded with all the major carriers, allowing us to place orders and manage any moves, adds, and changes for your business.

DIA (T1, Ethernet, EoC)

All services are subject to the Terms and Conditions of Service set forth on Granite's website. This Quote contains confidential and proprietary information.



Proposal to deliver simplicity, efficiency and savings for:

City of St. Joseph

Granite Government Solutions

Expires On: 07/23/2026

EPIK Summary

EPIK Pricing

Address	Product	Term	QTY	EPIK MRC	Total MRC	Upfront Fee
3500 759 Highway , St. Joseph, MO 64501	EPIK - Voice	3 Years	1	$59.95	$59.95	$0.00
4310 Stockyards Expressway, St. Joseph, MO 64504	EPIK - Voice	3 Years	2	$39.95	$79.90	$0.00
1227 Parkview Avenue, St. Joseph, MO 64504	EPIK - Voice	3 Years	1	$59.95	$59.95	$0.00
1100 Frederick Avenue, St. Joseph, MO 64501	EPIK - Voice	3 Years	1	$59.95	$59.95	$0.00
1502 McArthur Drive, St. Joseph, MO 64505	EPIK - Voice	3 Years	2	$39.95	$79.90	$0.00
501 Faraon Street, St. Joseph, MO 64501	EPIK - Voice	3 Years	10	$39.95	$399.50	$0.00
100 North Fourth Street, St. Joseph, MO 64501	EPIK - Voice	3 Years	3	$39.95	$119.85	$0.00
904 South Tenth Street, St. Joseph, MO 64503	EPIK - Voice	3 Years	1	$59.95	$59.95	$0.00
2611 759 Highway, St. Joseph, MO 64501	EPIK - Voice	3 Years	2	$39.95	$79.90	$0.00
2701 Southwest Parkway, St. Joseph, MO 64507	EPIK - Voice	3 Years	1	$59.95	$59.95	$0.00
100 South Tenth Street, St. Joseph, MO 64501	EPIK - Voice	3 Years	1	$59.95	$59.95	$0.00
3302 Pacific Street, St. Joseph, MO 64507	EPIK - Voice	3 Years	1	$59.95	$59.95	$0.00
702 South Fifth Street, St. Joseph, MO 64501	EPIK - Voice	3 Years	2	$39.95	$79.90	$0.00
6017 Mitchell Avenue, St. Joseph, MO 64507	EPIK - Voice	3 Years	2	$39.95	$79.90	$0.00
100B NW Rosecrans Road, St. Joseph, MO 64503	EPIK - Voice	3 Years	1	$59.95	$59.95	$0.00
Grand Total			**31**		**$1,398.45**	**$0.00**

***Sites with 1 line will have an MRC of $59.95 per line.**

***Sites with multiple lines with have an MRC of $39.95 per line.**

***Applicable taxes and fees are not included.**

***Standard Shipping waived under OMNIA Partners Pricing #R241103.**

Pricing includes: 1 GB LTE Plan per location, Access Fee per line, Managed Network Services per location, Basic survey of up to 2 hours, Install includes 3 hours installation time, cross connect w/ wiring may incur additional expense. For any site where additional tech time is needed for inside wiring/installation, a one-time charge of $196.46 will apply per location. Customer can elect to self-install pre-activated units.

Basic site survey consists of inspection of POTS lines / services being replaced with EPIK services. Further services, such as a comprehensive inventory of unrelated communications lines or systems, are not included in the basic site survey.

Additional lines/line sharing may incur an additional charge ($59.95 per port). All services are subject to the Terms and Conditions of Service set forth in OMNIA Partners Pricing #R241103 or at www.granitenet.com/legal (as such may be modified from time to time). This Quote contains confidential and proprietary information. Data plans dependent on coverage and availability, some restrictions apply.

EPIK includes dual SIM cards and diverse cellular connections. Certain jurisdictions may require wireline connections for certain applications (Fire / Life Safety) and wireline connections may be necessary to furnish service at certain locations.

Customer shall be responsible for providing the following to Granite at least 7 days prior to installation (if applicable):

- *Panel manufacturer, model, mode, and receiver type.*
- *Read-only access to any monitoring portal interface.*

Granite Guardian includes 24x7 monitoring and emergency replacement.

GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY
MULTI-SERVICES

Sales Rep: Andrew Paschal

Order Date:

CUSTOMER INFORMATION

Company/Business Name ("Customer"):
City of St. Joseph

Government Contract Vehicle:
OMNIA Partners Pricing: #R241103

Billing Telephone Number:

Designated Contact:	Contact Phone Number:	
Service Address (Street/Suite): See **Appendix A-1** or as otherwise provided.		
Mailing/Billing Address (Street/Suite):	City:	State/Zip Code:

Additional Comments/Notes (if any):

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in Appendix A and Appendix A-1, attached hereto and incorporated herein, and such other Services as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

Services under this LOA shall be for 3 Years.

The Terms of Service set forth at www.granitenet.com/Legal (as such may be modified from time to time, the "Terms of Service"), hereby incorporated by reference, sets forth the rights and responsibilities of Customer and Granite with regard to Services to be provided and other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties.

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer

By:_____
Print Name: _____
Title: _____
Date: _____
Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

CUSTOMER DISCLOSURES

INTERNET-BASED SERVICE

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, and elevator lines (only POTS lines, or POTS replacement services with these specific functionalities, such as EPIK, should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.
CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

Initialed by Authorized Signer

_____

Appendix A

Services Selected

(Select one or more of the below Services)

(Appendix A is for reference and does not exhaustively set forth all Services that may be ordered and/or provided hereunder)

☐ Voice Services (POTs, Long Distance, Local and LD T1 and PRI)

☐ Broadband Services

☐ Access Services (e.g., MPLS and Dedicated Internet Access Services)

☐ VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)

☐ Mobility Services (Mobility Cellular and Wireless Access)

☐ Granite Grid Services

☐ Granite Managed Network Services

☑ Analog Replacement Services (e.g., EPIK)

☐ Rebill Services (Note: Granite is not the carrier of record for Rebill Services; Granite is not responsible for Rebill Services other than to fulfill Granite's limited rebill function).

☐ Other Services (List):

_____

_____

Appendix A-1

Service Locations and Specifics

(Each location MUST have detailed information in order for services to be provided.) (List additional locations/details on a separate sheet if needed.)

Resolution No.

BILL# 162-26
A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK ORDER FOR CONCRETE STREET PANEL REPLACEMENTS AT VARIOUS LOCATIONS THROUGHOUT THE WILSHIRE PLACE SUBDIVISION UTILIZING THE MASTER AGREEMENT WITH J.D. BISHOP CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED $206,163.25.

Whereas, Ordinance No. SO10670, dated April 29, 2025, authorized execution of a Master Agreement for Unit Price Construction with J.D. Bishop Construction, LLC; and

Whereas, J.D. Bishop Construction, LLC, is available and qualified to handle the concrete street repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That Work Order Number JDB2608 by and between the City of St. Joseph, Missouri, and JD Bishop Construction, LLC, for concrete replacement services to various sections of Wilshire Place Subdivision is hereby approved, and that said work order is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager or his designee be, and hereby is, authorized to execute said Work Order Number JDB2608with JD Bishop Construction, LLC, in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of this work order.

Section 3. That the Finance Director be, and hereby is, authorized to issue a warrant pursuant to the aforesaid work order and to charge $206,163.25 to the Fiscal Year 2025-2026 Street Enhancement Use Tax Fund, Account Number 2186-1740 (Streets, Curbs & Sidewalks) when directed to do so by the Director of Public Works & Transportation.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $206,163.25
Account Number: 2186-1740

Explanation to Council Bill
Originating Department: Public Works & Transportation

Purpose: To authorize the execution of a work order using the Master Agreement with J.D. Bishop Construction, LLC in an amount not to exceed $206,163.25 for concrete replacement at various locations around Wilshire place subdivision.

Remarks: Under the Master Agreement with JD Bishop Construction, LLC, the City of St. Joseph negotiates individual work orders for specified concrete street repairs. The City utilizes the Master Agreement for all concrete street improvement projects identified for repair by the yearly pavement rating system. In extreme cases of significant deterioration to a street, some projects are prioritized. The areas identified for replacement here are in poor condition and do not adequately meet the demand for this area.

Wilshire Drive south has a 47.75 % percent rating on the concrete street rating index. When this area was measured to get quotes, street staff noticed several other individual areas requiring replacement. With the remaining money in the fund, the contractor will have the ability to replace approximately 47 12’ x 20’ slabs at various locations throughout the Wilshire Place subdivision. This will target the areas showing signs of base failure, slabs that are extremely deteriorated, and slabs that have temporary asphalt patch packed into them affecting the driving surface.

Funds for the purchase of these repairs were authorized in the Fiscal Year 2025-2026 Street Enhancement Use Tax Fund, Account Number 2186-1740 (Streets, Curbs & Sidewalks).

Project# 263030

The project reflects the following action items in the City's strategic plan:
1. Ensure Fiscal Responsibility: Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.
2. Improve Access to Public Safety & Services: Identify necessary road and bridge repairs.

THIS RESOLUTION HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

MASTER AGREEMENT WORK ORDER
Contractor

MAWO # jdb 2608 **MA ORD #** SO10670

MAWO Amount $ 206,163.25 **MAWO Date** 6-2-2026

Contractor: JD Bishop Construction, LLC

Project: Wilshire Addition Concrete

The term "Master Agreement" shall mean the Master Agreement for On-Call Services and Work dated 04/29/2025 between the City and the Contractor, which sets forth the general responsibilities and obligations associated with smaller-scope projects, such as the specific Project referenced below.

No MAWO issued to complete a Project pursuant to the above-referenced Master Agreement may be subsequently modified by the Contractor without receiving prior written authorization from either the applicable Department Director or Deputy Director via Change Order. Any modification/Change Order that would increase the amount reflected in the original MAWO for the Project to an amount in excess of the total funding authorized in the corresponding Master Agreement (referenced above) shall require City Council action. [See Section 6.2 of Master Agreement.]

---

1. Scope of Services/Work for identified Project:

Please see attached Quote

2. Maximum Amount that may be charged for Completion of Services/Work for identified Project, including estimated units for labor, equipment, materials, activities, or other components of the identified Project, including, but not limited to:

Please see attached Quote

*All pertinent documentation related to hourly labor rates for *Prevailing Wage* Work (if applicable), as well as hourly labor rates for Work to which Prevailing Wage does not apply.

- Applicable Department Director or designee must provide authorization for completion of Project using Non-Standard Rates [*See Section 8.4 of Master Agreement*]

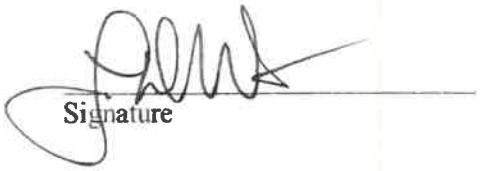
*All pertinent documentation showing hourly equipment rates (if applicable).

3. Time Frame/Date for Completion of Services/Work for identified Project:

30 days after notice to proceed

4. Payment and Materials Bonds are Required for projects $50,000.00 and above, please include bond paperwork with work order:

CONTRACTOR:



Signature

Lonnie D. Wales

Printed Name

CITY:

The Project described in this MAWO is hereby authorized (if less than $5,000.00):

By: _____

Department Director
City of St. Joseph, Missouri

_____

Printed Name of Designee
(*if executed by designee)

The Project described in this MAWO is hereby authorized:

By: _____

City Manager
City of St. Joseph, Missouri

Initials of Purchasing Agent: _____

Received on: _____

Initials of Finance Director: _____
[if randomly reviewed per Section 2.1(e) of Master Agreement]

J. D. BISHOP
CONSTRUCTION, LLC

Savanna Bishop, President
PHONE: (816) 387-3408
FAX:
13850 County Road 350
St. Joseph, MO 64505

Any questions concerning this quote please contact:
Lonnie Wales, Operations Manager/Estimator
(816) 387-3408

JD Bishop Construction, L.L.C. is a Certified WBE in the state of Missouri

Submitted To:	City of St. Joseph, Missouri	Date:	6/1/2026
Address:		Contact:	Jackson Jones
		Phone:	
		Fax:	
Engineer:		Job Location:	St. Joseph, MO
Job Name:	Wilshire Addition Concrete	Date of Plans:	

JD Bishop Construction, L.L.C. hereby propose to execute the following potion of work, described in the Contract Documents and outlined below to include all labor, material, equipment, services, superintendence, and other items required to complete such portion of the work:

	DESCRIPTION	Unit	QTY	PRICE		TOTAL
1.00	Curb Removal	LF	100	$15.00	$	1,500.00
2.00	Curb Replacement	LF	100	$38.00	$	3,800.00
3.00	9" Concrete Removals and Base Rock	SF	11,165	$5.00	$	55,825.00
4.00	9" Concrete (MoDOT B-1 Mix)	SF	11,165	$12.05	$	134,538.25
5.00	Bond	LS	1	$10,500.00	$	10,500.00
					$	206,163.25

Excludes traffic control (City to provide traffic control)

Excludes: Bond, irrigation, electrical, joint sealing, testing

Our bid is based on mutual terms and conditions. It is also expected that the Subcontractor will work closely with the Contractor in coordinating all trades in order to provide work areas that facilitate reasonably continuous and uninterrupted completion of our scope without causing additional mobilizations, potential productivity losses, increased labor, or additional equipment costs.

J. D. BISHOP
CONSTRUCTION, LLC

Savanna Bishop, President
PHONE: (816) 387-3408
FAX:
13850 County Road 350
St. Joseph, MO 64505

Any questions concerning this quote please contact:
Lonnie Wales, Operations Manager/Estimator
(816) 387-3408
lonniewales59@gmail.com

JD Bishop Construction, LLC is a Certified WBE in the State of Missouri

Submitted To:	City of St. Joseph, Missouri	Date:	6/1/2026
Address:		Contact:	Jackson Jones
		Phone:	
		Fax:	
Engineer:		Job Location:	St. Joseph, MO
Job Name:	Wilshire Addition Concrete	Date of Plans:	

JD Bishop Construction, L.L.C. hereby propose to execute the following potion of work, described in the Contract Documents and outlined below to include all labor, material, equipment, services, superintendence, and other items required to complete such portion of the work:

	DESCRIPTION	Unit	QTY	PRICE		TOTAL
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5.00	Bond	LS	1	$10,500.00	$	10,500.00
					$	206,163.25

Excludes traffic control (City to provide traffic control)

Excludes: Bond, irrigation, electrical, joint sealing, testing

Our bid is based on mutual terms and conditions. It is also expected that the Subcontractor will work closely with the Contractor in coordinating all trades in order to provide work areas that facilitate reasonably continuous and uninterrupted completion of our scope without causing additional mobilizations, potential productivity losses, increased labor, or additional equipment costs.

Resolution No.

BILL# 163-26
A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK ORDER WITH AL DONOHO APPRAISALS FOR PHASE 2 OF THE COOK ROAD PROJECT IN THE AMOUNT OF $93,600.00.

Whereas, Special Ordinance 10125, approved June 13, 2022, authorized an addendum to the Tax Increment Financing Contract for the Cook Road Corridor TIF Plan allowing the City to design and construct the Cook Road Improvements; and

Whereas, Resolution 5645 authorized the execution of a work order with GFT Infrastructure, Inc. to the Phase 2 design of Cook Road; and

Whereas, appraisals are needed for the acquisition costs of the property needed; and

Whereas, Special Ordinance 10823 authorized the execution of a Master Agreement for On-Call Appraisal Services with Al Donoho Appraisals, and they are capable and available to perform the work.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That Work Order DON2601 by and between the City of St. Joseph, Missouri and Al Donoho Appraisals, using the Master Agreement the parties have executed, in a total amount not to exceed $93,600.00 for the Cook Road Project be, and hereby is, approved and that a true and accurate copy of said Work Order is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager or his designee be, and hereby is, authorized to execute said Work Order with Al Donoho Appraisals, in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments and addenda thereto which may subsequently be required to effectuate the purpose and intent of this Work Order.

Section 3. That the Finance Director be, and hereby is, authorized to issue payment in accordance with the terms of said work order and to charge the amount of $93,600.00 to the Fiscal Year 2026 Special Allocation Fund, Account No. 5167-1410 (Professional Services) and to issue a warrant when directed to do so by the Director of Public Works & Transportation.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $93,600.00
Account Number: 5167-1410

Explanation to Council Bill
Originating Department: General Services

Purpose: To authorize the execution of a Work Order with Al Donoho Appraisals for Phase 2 of the Cook Road Project in the amount of $93,600.00.

Remarks: Cook Road has been in need of upgrades for several years. As part of the Greystone development project, a Tax Increment Financing (TIF) district was approved to help fund necessary roadway enhancements. The City is working in coordination with GFT Infrastructure, Inc.to design improvements to both the roadway and sidewalks, ensuring better accessibility and infrastructure for the growing community.

As part of Phase 2, and in conjunction with the preparation of the Right-of-Way plans, tract maps and descriptions, appraisals will be completed for acquisition of the property required for the construction phase. Once agreements are finalized and the property is acquired final roadway plans can be completed.

As the project progresses, additional funding will be secured, including allocations from the Capital Improvement Program (CIP) scheduled for Fiscal Years 2028 and 2029. The project will follow a phased approach, which includes road widening and the addition of sidewalks to improve accessibility and safety.

CIP # 324-080

The project reflects the following action items in the City's strategic plan:

1. Maintain & Enhance City Assets: Identify new federal and state funding sources to help maintain and upgrade necessary city infrastructure and conduct a cost/benefit analysis to determine prioritized improvements.
2. Ensure Fiscal Responsibility: Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.
3. Improve Access to Public Safety & Services: Identify necessary road and bridge repairs.
4. Create a Clean & Vibrant City: Invest in sidewalk, curb, gutter, and alley infrastructure.

THIS RESOLUTION HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

MASTER AGREEMENT WORK ORDER
Professional Services

MAWO # DON2601 **MA ORD #** SO 10823

MAWO Amount $ 93,600.00 **MAWO Date** _____

Professional: Donoho Appraisals

Project: Cook Road

The term "Master Agreement" shall mean the Master Agreement for On-Call Services and Work dated 06.08.2026 between the City and the Contractor, which sets forth the general responsibilities and obligations associated with smaller-scope projects, such as the specific Project referenced below.

No MAWO issued to complete a Project pursuant to the above-referenced Master Agreement may be subsequently modified by the Contractor without receiving prior written authorization from either the applicable Department Director or Deputy Director via Change Order. Any modification/Change Order that would increase the amount reflected in the original MAWO for the Project to an amount in excess of the total funding authorized in the corresponding Master Agreement (referenced above) shall require City Council action. [See Section 6.2 of Master Agreement.]

---

1. General Nature of Services/Work for identified Project (mark "x" where applicable):

Construction	☐	
Design	☐	
Other	☑	(Description) appraisal services

2. Method of Determining Cost (lump sum, hourly rate, other): Lump Sum

3. Scope of Services/Work for identified Project:

Please attach "Scope of Services"

4. Maximum Amount that may be charged for Completion of Services/Work for identified Project:

Please attach "Schedule of Values"

5. Time Frame/Date for Completion of Services/Work for identified Project:

60 - 90 days from executed work order

PROFESSIONAL:

Al Donoho
Signature

AL DONOHO
Printed Name

The Project described in this MAWO is hereby authorized (if less than $5,000.00):

By: _____
Department Director
City of St. Joseph, Missouri

_____
Printed Name of Designee
(*if executed by designee)

The Project described in this MAWO is hereby authorized:

By: _____
City Manager
City of St. Joseph, Missouri

Initials of Purchasing Agent: _____

Received on: _____

Initials of Finance Director: ____
[if randomly reviewed per Section 2.1(e) of Master Agreement]

DONOHO APPRAISALS
APPRAISING FOR RIGHT OF WAY & LITIGATION VALUATION

April 9, 2026

Ms. Kim Eaton
Project Engineer
City of St. Joseph
1100 Frederick Avenue
St. Joseph, MO 64501

SUBJECT: Fee Proposal for approximately 52 appraisals (Cook Road – I-29 to Riverside Road, St. Joseph, MO), before and after proposed acquisitions have been acquired.

Dear Ms. Eaton:

Please find listed below the total proposed appraisal fees, as applicable, for the above referenced project.

Appraisal Fee –
$1,800 Per Tract

This proposal assumes there will be a total of approximately 52 tracts for the Cook Road, I-29 to Riverside Road project requiring appraisals. Providing the number of tracts in this proposal is reduced or increased any further from this proposal, the numbers above could change. This proposal assumes the appraisal services will commence late Summer or Fall 2026. Should the project start later than this time frame, the fees set out above could change. If the project varies significantly from what has been presented to our office, as of the date of this proposal, and in our discussions with the Engineer, the fee schedule set out above could also change.

This proposal is for appraisal services only and does not include acquisition services.

This proposal assumes there will not be any Federal and/or State funding involved in this project. Appraisal review estimates have not been included in this proposal.

This proposal also assumes that any on-site signage, subdivision markers or fencing that falls within the grading/construction limits, will be removed and replaced, if required, by the contractor, as part of their contract with the City, and therefore, the appraiser is not including a cost to cure for those items. This allows for better construction coordination with the owners and the contractor.

Since there are no final construction plans available for review as of the date of this proposal, it is assumed based on the fees set out above, none of the properties will require total property acquisition. ***If any properties might have damage to the remainder, it would be based on such things as a legal non-conformity, some form of reduced utility of the property, reduced or limited access, etc. This would include anything that would make the property less functional than it***

P.O. Box 24365, Shawnee Mission, KS 66283
Phone 913-814-7800 • Fax 913-814-7636 • E-Mail: aldonoho@aol.com

was prior to the proposed project. This can ultimately only be determined when we have final plans and legal descriptions to review.

There are no relocation fees included in the above figures.

The fees set out above are for furnishing appraisal services only. Any meetings requiring appraiser participation pertaining to the properties that have not been settled during normal negotiations, and are carried forward through the eminent domain process by the City, will be billed at $450 per hour. Also, any meetings/appearances, including, but not limited to, public meeting preparation, hearing preparation, deposition preparation, public meetings, hearings, depositions, pre-trial or trial testimony, will be billed at $450 per hour.

We assume in this proposal that title reports for each tract, two copies of the half-sized project plans and individual tract maps will be furnished by the City or GFT, Inc. Additionally, we will need right of way/easement documents and legal descriptions of the proposed acquisitions. It is our understanding that the City or GFT, Inc. will complete these documents and provide them to our office.

We will complete the appraisals for this project within 60-90 days from the time we are given notice to proceed.

Thanks for allowing us to submit a proposal on this project, it is greatly appreciated. Providing you have any questions concerning the above, please call me.

Sincerely,
Donoho Appraisals

Al Donoho

Al Donoho, MAI, SR/WA

Resolution No.

BILL# 164-26
A RESOLUTION AUTHORIZING THE ISSUANCE OF CHANGE ORDER NO. 1 FOR THE CONSTRUCTION OF A NEW PARKING LOT AT 408-424 S. 8TH STREET, USING THE MASTER AGREEMENT WITH JD BISHOP CONSTRUCTION, LLC., AND FUNDED THROUGH THE AMERICAN RESCUE PLAN ACT FUND IN AN AMOUNT NOT TO EXCEED $40,165.00.

Whereas, pursuant to an agreement with the Environmental Protection Agency (EPA), the City must "cap" the property by constructing a parking lot over the area; and

Whereas, the square footage of the proposed cap needs to be increased; and

Whereas, Resolution 49377 authorized JD Bishop Construction, LLC to do the construction of the parking lot.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That Change Order No. 1 by and between the City of St. Joseph, Missouri and JD Bishop Construction, LLC in the amount of $40,165.00 for parking lot construction be, and hereby is, approved and that true and accurate copy of said change order is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager or his designee be, and hereby is, authorized to execute said change order with JD Bishop Construction, LLC, in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of said Change Order.

Section 3. That the Finance Director be, and hereby is, authorized to issue payment in accordance with the terms of said Change Order and to charge the amount of $40,165.00 to the Fiscal Year 2026 General Fund, Account No. 5430-1498 (Other Services) when authorized to do so by the Fire Chief.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $40,165.00
Account Number: 5430-1498

Explanation to Council Bill
Originating Department: Fire Department

Purpose:

To authorize the issuance of change order No. 1 to JD Bishop Construction, LLC for construction of a parking lot at 408-424 S. 8th Street in an amount not to exceed $40,165.00.

Remarks:

The 8th and Angelique Parking Lot project was originally awarded to JD Bishop under the Master Agreement in 2024. At that time, the existing building remained on the site while the City completed the demolition process.

Following demolition, the Environmental Protection Agency (EPA) determined that a hard cap is required due to the chemicals previously stored within the building. This change order increases the square footage of proposed cap to cover all areas that were disturbed by the buildings demolition to meet the EPAs requirements.

In addition, this change order includes the installation of a grated inlet to improve on-site stormwater management and reduce the risk of flooding impacts to downstream neighboring properties.

ARPA **#** 160-360

This project aligns with the following City of St. Joseph Strategic Goals:

1. Ensure Fiscal Responsibility: Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.

2. Create a Clean & Vibrant City: Continue to keep city properties clean and well maintained and properly maintain the exteriors of city-owned buildings to ensure they are safe and functional.

THIS RESOLUTION HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

CHANGE ORDER

NO.: 1
Date of Issuance: May 29, 2026

PROJECT:
Firestation HQ Cap
ARPA # 160360

DESIGN PROFESSIONAL:
City of Saint Joseph
1100 Frederick Avenue
St Joseph, MO 64501

CONTRACTOR:
JD Bishop Construction, LLC.
13850 County Road 350
Saint Joseph, MO 64505

CITY:
City of St. Joseph, MO
1100 Frederick Avenue
St. Joseph, MO 64501

The Contract for Construction dated November 12, 2024 between the City and Contractor for the Project is changed as follows:

Description: The cost associated with adding an additional 2,779 SF to the original proposed cap, as well as, on site drainage issues.

Attachments: See Attached.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $171,010.00	Original Contract Times Substantial Completion Final Completion (dates)
Net Increase (Decrease) from previous Change Orders No. ___ to ___ $0.00	Net Increase (Decrease) from previous Change Orders No. ___ to ___ Substantial Completion 0 Final Completion 0 (days)
Contract Price prior to this Change Order $171,010.00	Contract Times prior to this Change Order Substantial Completion Final Completion (dates)
Net Increase (Decrease) of this Change Order $40,165.00	Net Increase (Decrease) of this Change Order Substantial Completion 0 Final Completion 0 (days)
Contract Price with all approved Change Orders $211,175.00	Contract Time with all approved Change Orders Substantial Completion Final Completion (dates)

This Change Order is not valid until signed by City, Design Professional and Contractor. It is understood and agreed that this adjustment contains a full settlement and constitutes full compensation for all costs, expenses, damages and profit directly or indirectly attributable to this change or for all delays related thereto and for performance of this change within the time frame stated and, except as provided above, all the terms and conditions of the Contract referred to above remain unchanged.

APPROVED: JD Bishop Construction
"Contractor"
By: _____
(Authorized Signature)
Date: 6-1-2026

APPROVED: City of St. Joseph
"City"
By: _____
(Authorized Signature)
Date: _____

J. D. BISHOP
CONSTRUCTION, LLC

Savanna Bishop, President
PHONE: (816) 271-3517
FAX:
PO BOX 948
CHILLICOTHE, MO 64601

Any questions concerning this quote please contact:
Lonnie Wales, Operations ManagerEstimator
(816) 387-3408
lonniewales59@gmail.com

JD Bishop Construction, LLC is a Certified WBE in the State of Missouri

Submitted To:	St. Joseph Fire Department	Date:	6/1/2026
Address:	City of St. Joesph, Missouri	Contact:	Chris Wilson
		Phone:	
		Fax:	
Engineer:		Job Location:	St. Joseph, MO
Job Name:	Downtown Fire Station Concrete, 401 S. 4th	Date of Plans:	
	Change Order #1		

JD Bishop Construction, L.L.C. hereby propose to furnish labor and material for the completion of:

	DESCRIPTION	Unit	QTY	PRICE	TOTAL
	Change Order #1				
1.00	Cost Asscociated with Increase Square Footage and On-Site Drainage Issues	LS	1.00	$40,165.00	$ 40,165.00

Includes all labor and equipment to complate the above items of work
Excludes any sidewalks, concrete drives, permitting of any kind, joint sealing, winter protection or additives

Resolution No.

BILL# 165-26
A RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH THE SAMARITAN COUNSELING CENTER IN THE AMOUNT OF $50,000.00 FOR THE PURPOSE OF PROVIDING MENTAL HEALTH SERVICES FOR QUALIFIED PERSONS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the Contract by and between the City of St. Joseph, Missouri, and the Samaritan Counseling Center to be administered by the City of St. Joseph Health Department in the amount of $50,000.00 be, and hereby is, approved and that a true and accurate copy of said Contract is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager or designee be, and hereby is, authorized to execute said Contract with the Samaritan Counseling Center, in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri.

Section 3. That the City Manager or his designee, on behalf of the City, be, and hereby is, authorized to sign all necessary documents, amendments and addenda thereto which may subsequently be required to effectuate the purpose and intent of this Contract during the fiscal period from July 1, 2026, through June 30, 2027, all in accordance with the provisions of said Contract.

Section 4. That the Director of Finance Services be, and hereby is, authorized to record the expenditure in the Fiscal Year 2027 General Fund, Account 6710-1495 (Special Contributions) and to issue a warrant when directed to do so by the Director of Public Health.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $50,000.00
Account Number: 6710-1495

Explanation to Council Bill
Originating Department: Health Department

Purpose: To authorize a Funding Agreement with the Samaritan Counseling Center in the amount of $50,000.00 for the purpose of providing mental health services for qualified persons, beginning on July 1, 2026.

Remarks: The Samaritan Center provides comprehensive mental and behavioral health services for low-income residents of St. Joseph and Buchanan County. The Clinic offers medication management and various modalities of mental and behavioral health services to residents seeking help regardless of their ability to pay.

The Funding Agreement identifies the terms of the agreement between the City and the Samaritan Counseling Center and authorizes the payment of the dollar amount budgeted. In account 6710-1495 (Special Contributions), the dollar amount adopted in the Fiscal Year 2027 City Budget allocates $50,000.00 to the Samaritan Counseling Center for mental health services. This amount is the same as the previous year.

This ordinance reflects the following action items in the City's strategic plan:
1. Ensure Fiscal Responsibility: Budget accurately and stay within our own budget.
2. Build Community Connections: Build and maintain connections with community partners.
3. Invest in our people: Connect with partner agencies and address homelessness through medical and dental health services.

THIS RESOLUTION HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is made and entered into on this 1st day of July, 2026 (the "Effective Date") by and between the City of St. Joseph, Missouri, a Missouri municipal corporation (the "City"), and The Samaritan Counseling Center, a 501(c)(3) not-for-profit ("The Center" or the "Recipient"), hereinafter, jointly referred to as the "Parties."

RECITALS

WHEREAS, the Recipient is a 501(c)(3) not-for-profit clinic located in St. Joseph that provides a multi-disciplinary approach to mental health care for residents;

WHEREAS, the Recipient has requested that the City provide it with a certain amount of funding to support the mental health services the Recipient provides;

WHEREAS, in exchange for the funding, the Recipient agrees to provide mental health services for qualified persons in the St. Joseph area throughout the term of this Agreement and to provide staffing for the operation of its programs; and

WHEREAS, the Recipient agrees to provide a copy of its current budget to the City, said budget to be attached to this Agreement as ***Exhibit A***.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Recipient General Obligations

A. Obligation. The Recipient shall use the compensation provided by the City to conduct the services set out in Section B below in accordance with this Agreement.

B. Services. The Recipient shall provide mental health care for qualified persons in the St. Joseph area throughout the period of this Agreement; and shall provide staffing for the operation of its programs.

C. Reporting; Budget. The Recipient shall file a report with the City Manager by the fifteenth day of January, April, July, and October, summarizing all activities and operations of the Recipient for the previous quarter, including but not limited to, the number of persons who received mental health services during the previous quarter, as well as a detailed list of all sources of revenue for the previous quarter, including the name of each agency, business, or individual acting as a revenue source for the Recipient and the corresponding amount of revenue received from each identified source. The City Manager shall forward these quarterly reports to the City Council for its review and consideration. The Recipient shall provide a copy of its current budget to the City, said budget to be attached to this Agreement as ***Exhibit A***.

D. Invoices. The Recipient shall submit invoices to the City, at the address identified below, by the 10th day of each month following the month during which services were provided for the monthly amount payable pursuant to this Agreement.

E. Indemnification. To the extent allowed by law, the Recipient and its successors and assigns promise to defend, hold harmless, and indemnify the City from and against any and all claims, whether legal or equitable, damages, causes of action, costs, attorneys' fees, expenses, and liabilities by or on behalf of any person or entity, including governmental bodies, directly resulting from the contribution or the City's role or relationship with the Recipient, except when such claims arise from the gross negligence or willful misconduct of the City. In the event that any action or proceeding is brought against the City, the Recipient covenants to resist and defend such actions or proceedings.

F. Insurance. The Recipient shall furnish the City with certificates of insurance for workers' compensation, general liability, and property damage, including automobile coverage, in an amount of not less than Two Million Dollars ($2,000,000.00) aggregate. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City shall be named as an additional insured with duty of defense on all insurance policies required hereunder. Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

The Recipient shall furnish the City with certificates of insurance for covering claims arising out of the performance of the Recipient's services under this Agreement for claims arising out of allegations of errors, omissions, or negligent acts for which the Recipient may be liable, with a minimum policy limit Two Million Dollars ($2,000,000.00) aggregate.

G. Payment of Taxes and Fees. The Recipient agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges, of whatever nature, which may be applicable to the Recipient, and to obtain and keep current all licenses, whether municipal, state, or federal, required for the conduct of its operation and programs. The Recipient further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges to become delinquent.

II. City General Obligations

A. Compensation. In consideration of the above services, the City agrees to pay the Recipient Fifty Thousand Dollars ($50,000.00) for mental health services. Payment will be made by the City to the Recipient in twelve (12) monthly installments of Four Thousand One Hundred Sixty-six Dollars and Sixty-seven cents ($4,166.67) from July 1, 2026 through June 30, 2027. Such payment shall be made to the Recipient via wire transfer or check within thirty (30) days following the City's receipt of the monthly invoice from the Recipient.

III. Miscellaneous

A. Applicable Legal Requirements. In no event shall this Agreement be deemed a waiver of any legal or code requirement otherwise applicable to the services for which funding is provided pursuant to this Agreement.

B. Amendments. This Agreement may be amended from time to time in writing, which shall be executed by all Parties.

C. Governing/Choice of Law and Venue. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to its principles of conflict of laws. Each party irrevocably agrees that any legal action, suit, or proceeding arising out of or in connection with this Agreement, or other agreement between the Parties, or disputes relating thereto, shall be brought in a court of competent jurisdiction located in St. Joseph, Buchanan County, Missouri.

D. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

E. Notices. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the opposite party at the address below, or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the opposite party at the address below:

To the City: City of St. Joseph Health Department
Attention: Director of Health
904 S. 10th Street, Ste E
St. Joseph, Missouri 64503

To Recipient: The Samaritan Counseling Center
Attention: Executive Director
902 Edmond Street, Ste 203
St. Joseph, MO 64501

H. Severability. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

I. Entire Agreement. The Parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement, as modified by the attached addendum, if any, contains the entire agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital.

[*The remainder of this page intentionally left blank.*]

IN WITNESS WHEREOF, the Recipient and the City have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first written above.

CITY OF ST. JOSEPH, MISSOURI

Mike Schumacher, City Manager

ATTEST:

Kaycee Garton, City Clerk

SAMARITAN COUNSELING CENTER

Christine Feuerbacher

Christine Feuerbacher, Executive Director

APPROVED AS TO FORM:

Josh Emberton, City Attorney

EXHIBIT A

Budget – The Samaritan Counseling Center

The Samaritan Center
Fiscal Year 2027 Budget

	Jan 26	Feb 26	Mar 26	Apr 26	May 26
Ordinary Income/Expense					
Income					
Counseling					
Counseling Fees	190,000.00	180,000.00	190,000.00	200,000.00	180,000.00
Fee Adjustments					
Uncollectable/Bad Debt	-16,667.00	-16,667.00	-16,667.00	-16,667.00	-16,667.00
Manual Adj for Pat. Acct	-500.00	-500.00	-500.00	-500.00	-500.00
Allowance for A/R	0.00	0.00	0.00	0.00	0.00
Insurance Adjustments	-57,534.00	-57,534.00	-57,534.00	-57,534.00	-57,534.00
Refunds	250.00	250.00	250.00	250.00	250.00
Funding Adjustments	-4,200.00	-4,200.00	-4,200.00	-4,200.00	-4,200.00
Returned Checks & Bank Fees	-50.00	-50.00	-50.00	-50.00	-50.00
CMS Reduction	-250.00	-250.00	-250.00	-250.00	-250.00
Total Fee Adjustments	-78,951.00	-78,951.00	-78,951.00	-78,951.00	-78,951.00
Total Counseling	111,049.00	101,049.00	111,049.00	121,049.00	101,049.00
Cash Contributions Donations					
Opioid City of St Joseph	2,000.00	2,000.00	2,000.00	2,000.00	1,000.00
Opioid Buchanan County	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
United Way	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33
Mosaic	0.00	0.00	0.00	0.00	0.00
Caring Partners Cash Donations	20,000.00	200.00	100.00	150.00	100.00
Special Events	200.00	350.00	4,500.00	3,000.00	300.00
City of St. Joseph	4,166.66	4,166.66	4,166.66	4,166.66	4,166.66
Buchanan County payments	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00
Grants	0.00	250.00	100.00	50.00	3,500.00
CDBG Payments	1,666.66	1,666.66	1,666.66	1,666.66	1,666.66
Silent Samaritans	0.00	0.00	500.00	0.00	0.00
Corder Donations	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Cash Contributions Donations - Other	0.00	0.00	0.00	0.00	0.00
Total Cash Contributions Donations	44,366.65	24,966.65	29,366.65	27,366.65	27,066.65
Medical Records Income	500.00	500.00	500.00	500.00	500.00
Income Recvd frm Coll Agency	250.00	250.00	250.00	250.00	250.00
Total Income	156,165.65	126,765.65	141,165.65	149,165.65	128,865.65
Gross Profit	156,165.65	126,765.65	141,165.65	149,165.65	128,865.65
Expense					
66000 Payroll Expense Other	0.00	0.00	0.00	0.00	0.00
66000 · Payroll Expenses					
Health Insurance	3,725.98	3,725.98	3,725.98	3,725.98	3,725.98
Payroll Taxes	7,439.00	7,182.00	7,000.00	7,705.45	8,946.37
Total 66000 · Payroll Expenses	119,411.48	117,105.78	116,257.28	116,172.11	118,404.95
Total Operating Expenses	16,721.78	18,795.78	20,667.78	18,821.78	17,366.95
Total Expense	136,973.26	136,741.56	137,765.06	136,133.89	136,611.90
Net Ordinary Income	19,192.39	-9,975.91	3,400.59	13,031.76	-7,746.25
Other Income/Expense					
Other Income					
Miscellaneous Income	20.00	20.00	20.00	20.00	20.00
Total Other Income	20.00	20.00	20.00	20.00	20.00
Other Expense					
Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00
Depreciation	279.26	279.26	279.26	279.26	279.26
Total Other Expense	279.26	279.26	279.26	279.26	279.26
Net Other Income	-259.26	-259.26	-259.26	-259.26	-259.26
Net Income	**18,933.13**	**-10,235.17**	**3,141.33**	**12,772.50**	**-8,005.51**

The Samaritan Center
Fiscal Year 2027 Budget

	Jun 26	Jul 26	Aug 26	Sep 26
Ordinary Income/Expense				
Income				
Counseling				
Counseling Fees	175,000.00	180,000.00	175,000.00	180,000.00
Fee Adjustments				
Uncollectable/Bad Debt	-16,667.00	0.00	-16,667.00	-8,333.50
Manual Adj for Pat. Acct	-500.00	-500.00	-500.00	-500.00
Allowance for A/R	0.00	0.00	0.00	0.00
Insurance Adjustments	-57,534.00	-57,534.00	-57,534.00	-57,534.00
Refunds	250.00	250.00	250.00	250.00
Funding Adjustments	-4,200.00	-4,200.00	-4,200.00	-4,200.00
Returned Checks & Bank Fees	-50.00	-50.00	-50.00	-50.00
CMS Reduction	-250.00	-250.00	-250.00	-250.00
Total Fee Adjustments	-78,951.00	-62,284.00	-78,951.00	-70,617.50
Total Counseling	96,049.00	117,716.00	96,049.00	109,382.50
Cash Contributions Donations				
Opioid City of St Joseph	0.00	0.00	0.00	0.00
Opioid Buchanan County	0.00	0.00	0.00	0.00
United Way	7,083.33	7,083.33	7,083.33	7,083.33
Mosaic	0.00	0.00	50,000.00	0.00
Caring Partners Cash Donations	800.00	800.00	100.00	100.00
Special Events	0.00	0.00	118.77	277.15
City of St. Joseph	4,166.66	4,166.66	4,166.66	4,166.66
Buchanan County payments	6,250.00	6,250.00	6,250.00	6,250.00
Grants	5,000.00	1,500.00	0.00	0.00
CDBG Payments	1,666.66	1,666.66	1,666.66	1,666.66
Silent Samaritans	1,350.00	1,015.00	0.00	0.00
Corder Donations	2,000.00	2,000.00	2,000.00	2,000.00
Cash Contributions Donations - Other	0.00	0.00	0.00	0.00
Total Cash Contributions Donations	28,316.65	24,481.65	71,385.42	21,543.80
Medical Records Income	500.00	500.00	500.00	500.00
Income Recvd frm Coll Agency	250.00	250.00	250.00	250.00
Total Income	125,115.65	142,947.65	168,184.42	131,676.30
Gross Profit	125,115.65	142,947.65	168,184.42	131,676.30
Expense				
66000 Payroll Expense Other	0.00	0.00	0.00	0.00
66000 · Payroll Expenses				
Health Insurance	3,725.98	3,725.98	3,725.98	3,725.98
Payroll Taxes	8,300.92	5,794.24	6,646.33	5,981.86
Total 66000 · Payroll Expenses	120,189.56	116,974.34	116,218.41	117,917.13
Total Operating Expenses	15,817.78	19,567.45	15,367.78	16,167.78
Total Expense	142,847.34	137,381.79	132,426.19	134,924.91
Net Ordinary Income	-17,731.69	5,565.86	35,758.23	-3,248.61
Other Income/Expense				
Other Income				
Miscellaneous Income	20.00	20.00	20.00	20.00
Total Other Income	20.00	20.00	20.00	20.00
Other Expense				
Miscellaneous Expense	0.00	0.00	0.00	0.00
Depreciation	279.26	279.26	279.26	279.26
Total Other Expense	279.26	279.26	279.26	279.26
Net Other Income	-259.26	-259.26	-259.26	-259.26
Net Income	**-17,990.95**	**5,306.60**	**35,498.97**	**-3,507.87**

The Samaritan Center
Fiscal Year 2027 Budget

	Oct 26	Nov 26	Dec 26	TOTAL Jan - Dec 26
Ordinary Income/Expense				
Income				
Counseling				
Counseling Fees	195,000.00	165,000.00	165,000.00	2,175,000.00
Fee Adjustments				
Uncollectable/Bad Debt	-16,667.00	-8,333.50	0.00	-150,003.00
Manual Adj for Pat. Acct	-500.00	-500.00	-500.00	-6,000.00
Allowance for A/R	0.00	0.00	0.00	0.00
Insurance Adjustments	-57,534.00	-57,534.00	-57,534.00	-690,408.00
Refunds	250.00	250.00	250.00	3,000.00
Funding Adjustments	-4,200.00	-4,200.00	-4,200.00	-50,400.00
Returned Checks & Bank Fees	-50.00	-50.00	-50.00	-600.00
CMS Reduction	-250.00	-250.00	-250.00	-3,000.00
Total Fee Adjustments	-78,951.00	-70,617.50	-62,284.00	-897,411.00
Total Counseling	116,049.00	94,382.50	102,716.00	1,277,589.00
Cash Contributions Donations				
Opioid City of St Joseph	0.00	0.00	0.00	9,000.00
Opioid Buchanan County	0.00	0.00	0.00	5,000.00
United Way	7,083.33	7,083.33	7,083.37	85,000.00
Mosaic	0.00	0.00	0.00	50,000.00
Caring Partners Cash Donations	100.00	100.00	10,000.00	32,550.00
Special Events	0.00	0.00	0.00	8,745.92
City of St. Joseph	4,166.66	4,166.66	4,166.74	50,000.00
Buchanan County payments	6,250.00	6,250.00	6,250.00	75,000.00
Grants	0.00	700.00	700.00	11,800.00
CDBG Payments	1,666.66	1,666.66	1,666.74	20,000.00
Silent Samaritans	0.00	0.00	0.00	2,865.00
Corder Donations	2,000.00	2,000.00	2,000.00	24,000.00
Cash Contributions Donations - Other	0.00	0.00	0.00	0.00
Total Cash Contributions Donations	21,266.65	21,966.65	31,866.85	373,960.92
Medical Records Income	500.00	500.00	500.00	6,000.00
Income Recvd frm Coll Agency	250.00	250.00	250.00	3,000.00
Total Income	138,065.65	117,099.15	135,332.85	1,660,549.92
Gross Profit	138,065.65	117,099.15	135,332.85	1,660,549.92
Expense				
66000 Payroll Expense Other	0.00	0.00	0.00	0.00
66000 · Payroll Expenses				
Health Insurance	3,725.98	3,725.98	3,725.98	44,711.76
Payroll Taxes	6,580.99	7,597.96	9,694.28	88,869.40
Total 66000 · Payroll Expenses	116,806.53	117,903.64	123,052.22	1,416,413.43
Total Operating Expenses	18,221.45	16,367.78	14,967.78	208,851.87
Total Expense	143,367.98	135,111.42	138,860.00	1,649,145.30
Net Ordinary Income	-5,302.33	-18,012.27	-3,527.15	11,404.62
Other Income/Expense				
Other Income				
Miscellaneous Income	20.00	20.00	20.00	240.00
Total Other Income	20.00	20.00	20.00	240.00
Other Expense				
Miscellaneous Expense	0.00	0.00	0.00	0.00
Depreciation	279.26	279.26	279.26	3,351.12
Total Other Expense	279.26	279.26	279.26	3,351.12
Net Other Income	-259.26	-259.26	-259.26	-3,111.12
Net Income	**-5,561.59**	**-18,271.53**	**-3,786.41**	**8,293.47**

Resolution No.

BILL# 166-26
A RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH THE SOCIAL WELFARE BOARD DBA STUBER HEALTH CENTER FOR THE PURPOSE OF PROVIDING AMBULATORY AND OTHER HEALTH AND WELLNESS SERVICES FOR QUALIFIED PERSONS IN AN AMOUNT NOT TO EXCEED $546,617.00.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the Funding Agreement by and between the City of St. Joseph, Missouri, and the Social Welfare Board dba Stuber Health Center to be administered by the City of St. Joseph Health Department in the amount not to exceed $546,617.00 be, and hereby is, approved and that a true and accurate copy of said Funding Agreement is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager or designee be, and hereby is, authorized to execute said Agreement with the Social Welfare Board dba Stuber Health Center, in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri.

Section 3. That the City Manager or his designee, on behalf of the City, be, and hereby is, authorized to sign all necessary documents, amendments and addenda thereto which may subsequently be required to effectuate the purpose and intent of this Agreement during the fiscal period from July 1, 2026, through June 30, 2027, all in accordance with the provisions of said Agreement.

Section 4. That the Director of Finance Services be, and hereby is, authorized to record the expenditure in the Fiscal Year 2027 General Fund, Account 6710-1495 (Special Contributions) and to issue a warrant when directed to do so by the Director of Public Health.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $546,617.00
Account Number: 6710-1495

Explanation to Council Bill
Originating Department: Health Department

Purpose: To authorize a funding agreement with the Social Welfare Board dba Stuber Health Center in an amount not to exceed $546,617.00 for the purpose of providing ambulatory and other health and wellness services for qualified persons.

Remarks: The Social Welfare Board dba Stuber Health Center provides comprehensive health care for low-income residents of St. Joseph and Buchanan County. The Clinic offers medical and dental care, health education programs, diet counseling, crisis counseling and emergency services to residents who have no insurance, other than Medicaid or Medicaid subsidized insurance, with incomes at or below 200% of the federal poverty guideline.

The funding agreement identifies the terms of the agreement between the City and the Stuber Health Center and authorizes the payment of the dollar amount indicated. In account 6710-1495 (Special Contributions), the dollar amount proposed in the Fiscal Year 2027 City Budget allocates $546,617.00 to the Stuber Health Center for medical and emergency services.

The City and Stuber Health Center have a separate lease agreement for the space that is provided for them to provide services (6,019 square feet). The agreement also includes the cost of utilities, certain supplies, maintenance agreements (HVAC, elevator, sprinkler system, alarm monitoring) and general liability insurance equaling $158,285.33 at no cost to the Stuber Health Center.

This ordinance reflects the following action items in the City's strategic plan:

1. Ensure Fiscal Responsibility: Budget accurately and stay within our own budget.
2. Build Community Connections: Build and maintain connections with community partners.
3. Invest in our people: Connect with partner agencies and addressing homelessness through medical and dental health services.

THIS RESOLUTION HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is made and entered into on this 1st day of July, 2026 (the "Effective Date") by and between the City of St. Joseph, Missouri, a Missouri municipal corporation (the "City") and the Social Welfare Board dba Stuber Health Center, a quasi-governmental entity operating under the authority of RSMo. 205.770 through RSMo. 205.840 (the "SWB" or the "Recipient"), hereinafter, jointly referred to as the "Parties."

RECITALS

WHEREAS, the Recipient is a quasi-governmental entity operating a free and charitable clinic that provides medical and dental care for Buchanan County residents;

WHEREAS, the Recipient is co-located at Patee Market Health Center with the City of St. Joseph Health Department;

WHEREAS, the Recipient receives substantial funding from other sources, including Buchanan County and the Community Development Block Grant (CDBG) program;

WHEREAS, the Recipient agrees to provide medical aid and emergency relief for qualified persons in the St. Joseph area throughout the period of this Agreement; and to provide staffing for the operation of its programs; and

WHEREAS, the Recipient agrees to provide a copy of its current budget to the City, said budget to be attached to this Agreement as ***Exhibit A***.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
Recipient General Obligations

A. Obligation. The Recipient shall use the compensation provided by the City to conduct the services set out in Section B below in accordance with this Agreement.

B. Services. The Recipient shall provide medical aid and emergency relief for qualified persons in the St. Joseph area throughout the period of this Agreement; and shall provide staffing for the operation of its programs.

C. Invoices. The Recipient shall submit invoices to the City, at the address identified below, by the 10th day of each month following the month during which services were provided for the monthly amount payable pursuant to this Agreement.

D. Reporting; Budget. The Recipient shall file a report with the City Manager by the 15th day of January, April, July, and October, summarizing all activities and operations of the Recipient for the previous quarter, including, but not limited to, the number of persons who received medical aid and emergency relief during the previous quarter, as well as a detailed list of all sources of revenue for the previous quarter, including the name of each agency, business, or individual acting as a revenue source for the Recipient and the corresponding amount of revenue received from each identified source. The City Manager shall forward these quarterly reports to the City Council for its review and consideration. The Recipient shall provide a copy of its current budget to the City, said budget to be attached to this Agreement as ***Exhibit A***.

E. Insurance.

(i) The Recipient shall maintain Commercial General Liability insurance with minimum limits of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate for bodily injury and property damage.

(ii) The City reserves the right to approve the insurance carrier issuing said policy of insurance. To the extent required by law, the Recipient agrees to provide Workers' Compensation and Employer's Liability insurance.

(iii) The Recipient shall not suffer any article to be brought into, or act done on or in, the Leased Premises that might in any way vitiate or increase the premiums on the policy or policies of insurance held by the City on the Patee Market Health Center.

(iv) The Recipient shall furnish a Certificate of Insurance to the City's Risk Manager, prior to the commencement of this Agreement, evidencing its compliance with the insurance requirements enumerated herein. The City shall be named as an additional insured on the Certificate of Insurance.

(v) Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

F. Indemnification. The Recipient and its successors and assigns promise to defend, hold harmless, and indemnify the City from and against any and all claims, whether legal or equitable, damages, causes of action, costs, attorneys' fees, expenses, and liabilities by or on behalf of any person or entity, including governmental bodies, directly resulting from the contribution or the City's role or relationship with the Recipient, except when such claims arise from the gross negligence or willful misconduct of the City. In the event that any action or proceeding is brought against the City, the Recipient covenants to resist and defend such actions or proceedings.

G. Payment of Taxes and Fees. The Recipient agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges, of whatever nature, which may be applicable to the Recipient, and to obtain and keep current all licenses, whether municipal, state, or federal, required for the conduct of its operation and programs. The Recipient further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges

to become delinquent.

Article II
City General Obligations

In consideration of the above services, the City agrees to pay the Recipient (i) Five Hundred Forty-Six Thousand Six Hundred Seventeen Dollars ($546,617.00) for medical aid and emergency relief services. Payment will be made by the City to the Recipient in twelve (12) monthly installments of Forty-Five Thousand Five Hundred Fifty-One Dollars and Forty-Two Cents ($45,551.42) from 1 July 2026 through 30 June 2027. Such payment shall be made to the Recipient via wire transfer or check within thirty (30) days following the City's receipt of the monthly invoice from the Recipient.

Article III
Miscellaneous

A. Acknowledgment. The parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted.

B. Applicable Legal Requirements. In no event shall this Agreement be deemed a waiver of any legal or code requirement otherwise applicable to the services for which funding is provided pursuant to this Agreement.

C. Amendments. This Agreement may be amended from time to time in writing, which shall be executed by all Parties.

D. Assignment. The Recipient shall not assign this Funding Agreement, suffer any use of the Leased Premises other than that herein specified, or let or sublet the same, without the prior express written consent and approval of the City.

E. Governing/Choice of Law and Venue. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, without regard to its principles of conflict of laws. Each party irrevocably agrees that any legal action, suit, or proceeding arising out of or in connection with this Agreement, or other agreement between the Parties, or disputes relating thereto, shall be brought in a court of competent jurisdiction located in St. Joseph, Buchanan County, Missouri.

F. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

H. Notices. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the opposite party at the address below, or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the opposite party at the address below:

To the City:	City of St. Joseph Health Department Attention: Director of Health 904 S. 10th Street, Ste E St. Joseph, Missouri 64503
To Recipient:	Social Welfare Board dba Stuber Health Center Attention: Executive Director 904 S. 10th Street, Ste A St. Joseph, MO 64503

H. Severance. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

I. Entire Agreement. The Parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement, as modified by the attached addendum, if any, contains the entire agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the Recipient and the City have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first written above.

CITY OF ST. JOSEPH, MISSOURI

Mike Schumacher, City Manager

SOCIAL WELFARE BOARD
dba STUBER HEALTH CENTER

N. Latha PhD, RN, NP-C

Latha Varghese, Executive Director

ATTEST:

Kaycee Garton, City Clerk

APPROVED AS TO FORM:

Josh Emberton, City Attorney

EXHIBIT A

Budget – The Social Welfare Board (dba Stuber Health Center)

SOCIAL WELFARE BOARD dba STUBER HEALTH CENTER PROPOSED BUDGET FY 2026-27	
REVENUES	**Budget for 2026-27**
City of St. Joseph	$ 549,917.00
6% increase	$ 32,995.02
County of Buchanan	$ 325,914.00
6% increase to be requested	$ 19,554.84
Core Funding	**$ 908,826.02**
Community Development Block Grant	$ 66,807.00
Title X	$ 263,914.00
SMHW-BCCCP Federal	$ 20,000.00
SMHW-BCCCP State	$ 15,000.00
SMHW-Wise Women Federal	$ 30,000.00
SMHW - Supplemental	$ 34,000.00
Government Revenue	**$ 429,721.00**
Individual Donations	$ 5,000.00
Mosaic-APN	$ 116,000.04
Friends of the Free Clinic	$ 35,000.00
FOFC Funding for LCSW (Contract position)	$ 58,750.00
Patient Relief Fund	$ 15,000.00
Organization and Corporate Donations	$ 1,500.00
Organization Grants	$ 10,000.00
Foundation Donations	$ 2,000.00
In Kind Donations - Medical Services	$ 400,000.00
In Kind Donations - Medical Supplies	$ 500,000.00
In Kind Donations - Facilities	$ 164,343.68
Grants and Donations	**$ 1,307,593.72**
Patient Fees - Medical	$ 828.00
Patient Fees - Westside	$ 9,600.00
Patient Fees - Dental	$ 40,000.00
Medicaid Income-Medical	$ 360,684.00
Medicaid income - Dental	$ 199,000.00

SOCIAL WELFARE BOARD dba STUBER HEALTH CENTER PROPOSED BUDGET FY 2026-27			
REVENUES	**Budget for 2026-27**		
Medicaid Income - Westside	$ 46,884.00		
Payments from Insurance Companies-Medical	$ 7,500.00		
Payments from Insurance Companies - Westside	$ 32,000.00		
Immigration Physicals	$ 10,000.00		
Medical Records	$ 5,700.00		
Program Revenue	**$ 559,500.00**		
Interest Income	$ 26,000.00		
Miscellaneous Income	$ 1,000.00		50
Other Income	**$ 27,000.00**		
TOTAL REVENUES	**$ 3,232,640.74**		
EXPENSES			
Salary expense (includes a 3% increase for all employees)	$ 1,672,002.97		
Contract Staff	$ 67,150.00		
Payroll taxes	$ 124,564.22		
Unemployment	$ -		
Employee Insurance Benefits	$ 237,532.48		
Worker's Compensation	$ 4,711.84		
Retirement	$ 56,417.71		
Personnel	**$ 2,162,379.22**		
Program Promotion (Title X)	$ 2,000.00		
Recruitment and Dues	$ 7,000.00		
Education and Staff Development	$ 10,000.00		
Volunteer/staff recognition	$ 1,500.00		
Staff travel (all other mileage)	$ 1,800.00		
Staff Support	**$ 22,300.00**		
Interpreting Services	$ 4,500.00		
Prescription Drugs-Westside	$ 7,000.00		
Patient Relief Fund	$ 15,000.00		
Assistance to Patients (Bridwell)	$ 1,500.00		
Mammograms (Mosaic)	$ 10,000.00		
Labs, X-rays, consultations	$ 15,000.00		

SOCIAL WELFARE BOARD dba STUBER HEALTH CENTER PROPOSED BUDGET FY 2026-27	
REVENUES	**Budget for 2026-27**
Labs for immigration physicals	$ 10,000.00
Labs for patients unable to pay (Quest labs)	$ 3,600.00
Medical Support/Services	$ 55,428.00
Patient Support	**$ 122,028.00**
Medical supplies	$ 25,000.00
Dental supplies	$ 34,000.00
Westside supplies	$ 9,000.00
Buy'n'Bill Program	$ 20,000.00
In Kind Donations - Medical Services	$ 400,000.00
In Kind Donations - Medical Supplies	$ 500,000.00
In Kind Donations - Rent	$ 142,907.55
Education and Outreach	$ 1,000.00
Program Supplies	**$ 1,131,907.55**
Office Supplies	$ 7,000.00
Postage	$ 1,700.00
Printing	$ 3,500.00
Telephone	$ 10,000.00
Computer software and support	$ 15,000.00
Computer lease expense (Operating lease)	$ 29,484.00
Copier Expense	$ 4,250.00
Purchase of equipment	$ 5,000.00
Repair and Maintenance Expense	$ 3,000.00
Operating	**$ 78,934.00**
Professional Services	$ 6,750.00
Agency Insurance	$ 14,050.00
Depreciation	$ 42,120.00
Bank Fees	$ 10,000.00
Security Equipment	$ 240.00
Miscellaneous Expense	$ 1,000.00
Miscellaneous Expenses	**$ 74,160.00**
	$ 3,591,708.77
Net Income (Loss)	**$ (359,068.03)**

Resolution No.

BILL# 167-26
A RESOLUTION AUTHORIZING THE RENEWAL OF THE PROPERTY, EQUIPMENT, ELECTRONIC DATA PROCESSING AND FINE ARTS INSURANCE COVERAGE POLICY WITH ALLIANT/APIP FOR A ONE-YEAR PERIOD FROM JULY 1, 2026, THROUGH JUNE 30, 2027, IN AN AMOUNT NOT TO EXCEED $722,111.00.

WHEREAS, Ollis, Akers, Arney, the City's insurance broker, solicited proposals for property insurance and received a preliminary proposal from Alliant/APIP; and

WHEREAS, the City of St. Joseph, Missouri, had property and equipment insurance coverages provided by APIP during 2025 with a premium of $804,812 and a basic perils property deductible of $100,000; blanket limits do not apply and there is no coinsurance clause; however, a $200,000,000 total limit is shared by all participating members; and

WHEREAS, Alliant/APIP, a public entity property pool that provides blanket replacement cost coverage, no coinsurance, and a 1% of value wind/hail deductible with a $250,000 minimum per occurrence, is reviewing the City's building limits as to insurance to value and has communicated that their rate structure will be comparable to MOPERM's renewal rate structure; Alliant/APIP requires buildings to be insured to value and will provide property appraisals for all real property valued over $5 million; in-house building evaluations will be performed in the near future and Alliant/APIP will adjust the property values to match the appraisal once completed; Alliant/APIP has a total member limit of $500 billion and will allocate $400,000,000 to the City and has an A.M. Best rating of A- VII.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Manager be, and hereby is, authorized to renew the property, including equipment, electronic data processing, and fine arts insurance policy with Alliant/APIP for a term from July 1, 2026 through June 30, 2027 and sign all necessary documents necessary to procure said insurance policy, and is further authorized to sign all necessary documents, amendments, and addenda to said policy which may subsequently be required to effectuate the purpose and intent of the authorization.

SECTION 2. That the City of St. Joseph, Missouri, agrees to comply with the provisions of said insurance policy.

SECTION 3. That the City of St. Joseph agrees to pay an annual premium in the approximate amount of $722,111 for property insurance, to be charged to the General Fund, Account Number 0001-7910 (Prepaid Assets) and later allocated to various funds.

SECTION 4. That, if required in order to obtain the insurance coverage authorized hereunder, a copy of this Resolution shall be provided to Alliant/APIP so it may have knowledge thereof.

Approved as to form:

_____
City Attorney

Adopted/Passed_____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $722,111.00
Account Number: 0001-7910

Explanation to Council Bill
Originating Department: Human Resources

Purpose: To authorize the renewal of a property insurance policy in an amount not to exceed $722,111 with Alliant/APIP for a one-year from July 1, 2026, through June 30, 2027.

Remarks: The City of St. Joseph, Missouri, has property and equipment insurance coverages provided by the Alliant/APIP during 2025-26 with a premium of $804,812 and a basic perils property deductible of $100,000. The renewal will decrease 10.3% to $722,222 for this years renewal.

Alliant/APIP provides blanket coverage with no coinsurance and requires that building limits be insured to value. That requirement ensures that a property loss would be fully covered rather than only covered for an underestimated value.

The proposed resolution reflects the following action items listed in the City's strategic plan:
1. Ensure Fiscal Responsibility: Budget accurately and stay within our own budget.

THIS RESOLUTION HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

TRAVELERS

Wrap+®

Jennifer A Francis
PO Box 64094
St. Paul, MN 55102-0094
Phone: (913) 402-5390
Email: JAFRANCI@travelers.com

May 27, 2026

JENNICA FAUCETT
OLLIS AKERS ARNEY
2274 E SUNSHINE ST
SPRINGFIELD, MO 65804

RE: **Insured Name:** CITY OF ST. JOSEPH, MO
1100 FREDERICK AVE
SAINT JOSEPH, MO 64501-2337

Expiring Policy Number: 108068501

Policy Period: July 1, 2026 to July 1, 2027

Dear JENNICA FAUCETT:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit **www.rmplusonline.com** to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Jennifer A Francis
Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

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Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CRIME COVERAGES:

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity			**F - Computer Crime**		
1. Employee Theft	See Endorsement		1. Computer Fraud	$250,000	$10,000
2. ERISA Fidelity	Not Covered		2. Computer Program and Electronic Data Restoration Expense	$25,000	$5,000
3. Employee Theft of Client Property	Not Covered				
B - Forgery or Alteration	$250,000	$10,000	**G - Funds Transfer Fraud**	$250,000	$10,000
C - On Premises	$250,000	$10,000	**H - Personal Accounts Protection**		
			1. Personal Accounts Forgery or Alteration	$62,500	$625
			2. Identity Fraud Expense Reimbursement	$25,000	$0
D - In Transit	$250,000	$10,000	**I - Claim Expense**	$5,000	$0
E - Money Orders and Counterfeit Money	$250,000	$10,000			

Insured's Premises Covered: Worldwide, except

TOTAL ANNUAL PREMIUM - $2,093.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A

Crime Policy Aggregate Limit of Insurance: N/A

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	$2,093.00	$0.00	$0.00	$2,093.00	$2,093.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

CRI-2001-0109	Crime Declarations Page
CRI-3001-0109	Crime Policy Form

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
CRI-19072-0315	Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19101-1025	Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519	Telecommunication Fraud Insuring Agreement Endorsement
CRI-19122-1120	Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement
CRI-19132-0223	Replace Insuring Agreement F.2. Endorsement
CRI-19136-1025	Replace Forgery Or Alteration Exclusion Endorsement
CRI-19137-1025	Change Definition Of Employee To Include Individuals Engaged By A Professional Employer Organization Endorsement
CRI-4011-1010	Missouri Changes Endorsement
CRI-5026-0613	Missouri Cancellation or Termination Endorsement

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CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

1 We will need the application signed closer to the 7/1 date please

2 Please see email regarding Social Engineering controls

COMMISSION: 20.00%

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure
For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

Coverage Disclaimer:
THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

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City of St. Joseph, MO

Alliant Property Insurance Program

Presented on June 2, 2026 by:

Christian Shearer
Associate Vice President, Producer

Katy J Burke
Account Manager

Julian Shearer
Associate Producer

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

July 1, 2026 – July 1, 2027

EXECUTIVE SUMMARY

The key goals for the 2026/27 APIP renewal are to maintain financial efficiency, to provide comprehensive coverage, and to ensure program stability. Maintaining the balance between these goals along with the underwriting discipline provided by Alliant Underwriting Services has allowed APIP to thrive for over 30 years. As part of this renewal, the program continues to provide the core benefits that support stability, consistency, and long-term value for its Insured's.

As most Insureds are aware, the property insurance market has continued to soften in 2026, creating an environment of improved pricing and coverage terms. The result is that most APIP Insured's will see a rate reduction at the 2026/27 renewal. Individual underwriting will be necessary for insureds that have large increases in exposure or are loss challenged.

For the 2026/27 renewal, Berkshire Hathaway Specialty Insurance (BHSI) leads the first $50,000,000 of the program. The program limit will be at least $1,250,000,000 and up to $1,500,000,000 this year. The program is placed with worldwide markets rated at A.M. Best A- VII or higher.

Insureds should note the following items for this year's renewal:

- Boiler & Machinery coverage for participating insureds of the APIP Boiler Program is placed with Hartford Steam Boiler (HSB), who will also perform required jurisdictional inspections.
- Vehicles/Contractor's Equipment – it is important to note on the attached proposal whether the vehicle and/or contractors equipment valuation is Replacement Cost (new) or Actual Cash Value (ACV). If Replacement Cost (new) valuation is needed, the insured must submit a schedule of vehicles or a vehicle valuation reporting form (provided in the pre-renewal packet) and vehicles must be valued at today's Replacement Cost (new). If values are not reported at Replacement Cost (new), the vehicle/contractor's equipment valuation basis will be ACV.
- Alliant Business Services (ABS) continues to play a significant role, not only in providing a wide range of loss control services, but also by offering appraisal services, business interruption assessments, valuation, consulting, and infrared testing. Please refer to our program brochure inserts for further details of our ABS services.

Please review important Disclosure and Loss Notification information included in your renewal materials. Your review and acknowledgement of these documents are required via your signature once you authorize a request to bind coverage with your Alliant representative. Although this proposal packet is as complete as possible, program negotiations will continue up to the 7/1/2026 effective date. We will endeavor to provide any known material changes prior to renewal. All coverage items currently under review with APIP markets to be effective on 7/1/2026, are listed at the end of each coverage proposal being quoted.

ADDITIONAL COVERAGES REMAIN AVAILABLE FOR THOSE WHO WISH TO PURCHASE:

- Cyber (Privacy Liability) Coverage (1st and 3rd parties) for eligible insureds. Please refer to coverage as outlined in the following proposal which includes a summary of proposed changes for this renewal. Additional excess options are available, if requested for insureds with good security controls in place. **Please note claims reporting time limit limitations for this coverage**

- Pollution Coverage (1st and 3rd parties) for eligible insureds. Please refer to coverage as outlined in the following proposal which includes a summary of proposed changes for this renewal. **Please note claims reporting time limit limitations for this coverage**

ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

July 1, 2026 – July 1, 2027

EXECUTIVE SUMMARY

The annual renewal premium summary for the Alliant Property Insurance Program (APIP) effective 7/1/2026 is outlined in the below table which depicts key financial statistics relative to last year:

Year-over-Year Rate and Premium Comparison

City of St. Joseph, MO	2023-2024	2024-2025	2025-2026 (at 01/23/2026)	2026-2027	Variance
Total Insurable Values (TIV):	$ 343,174,177	$ 355,241,570	$ 366,565,385	$ 378,310,320	3.20%
Earthquake TIV:	$ 343,174,177	$ 355,241,570	$ 366,565,385	$ 378,310,320	3.20%
Earthquake Limit:	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	0.00%
*Property Annual Cost:	$ 810,050.00	$ 838,206.00	$ 801,181.00	$ 718,363.00	-10.33%
Cyber Liability Annual Cost:	$ N/A	$ N/A	$ N/A	$ N/A	N/A
Pollution Liability Annual Cost:	$ 2,855.00	$ 2,959.00	$ 3,631.00	$ 3,748.00	3.22%
Total Account Rate ($/100):	0.2368783	0.2367868	0.2195548	0.1908780	-13.06%
**Total Annual Cost:	$ 812,905.00	$ 841,165.00	$ 804,812.00	$ 722,111.00	-10.27%

*Property Annual Cost includes: all premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes

** Total Annual Cost is inclusive of all listed coverage premiums and applicable taxes and fees

Thank you for your continued partnership and trust in our team. As reflected in the annual premium summary above, our objective remains to provide a stable, competitive insurance program that balances cost and long-term risk solutions.

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

PROPERTY PROPOSAL

TYPE OF INSURANCE:	☒ Insurance ☐ Reinsurance
NAMED INSURED:	City of St. Joseph, MO
DECLARATION:	5-Cities 5
POLICY PERIOD:	July 1, 2026 to July 1, 2027
COMPANIES:	See Attached List of Companies
TOTAL INSURED VALUES:	$ 378,310,320 as of June 02, 2026

ALL RISK COVERAGES & SUB-LIMITS:

$	400,000,000	Per Occurrence: all Perils, Coverages (subject to policy exclusions) and Subject to $1,250,000,000 all Named Insureds (as defined in the policy) combined, per Declaration, regardless of the number of Named Insureds, coverages, extensions of coverage, or perils insured, subject to the following per occurrence and/or aggregate sub-limits as noted below.
$	25,000,000	Flood Limit - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
$	15,000,000	Per Occurrence and in the Annual Aggregate for scheduled locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sub-limit does not increase the specific flood limit of liability for those Named Insured(s) that purchase this optional dedicated coverage.
	Not Applicable	Per Occurrence for losses to locations in Tier 1 and/or Tier 2 Counties and resulting from a Named Windstorm.
$	25,000,000	Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Named Insured(s) that purchase this optional dedicated coverage).
$	200,000,000	Combined Business Interruption, Rental Income and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $500,000 per Named Insured subject to maximum of $2,500,000 Per Occurrence, Per Declaration for Business Interruption, Rental Income and Tuition Income combined. Coverage for power generating plants is excluded, unless otherwise specified.
$	100,000,000	Extra Expense.

ALL RISK COVERAGES & SUB-LIMITS: (continued)	$	25,000,000	Miscellaneous Unnamed Locations for Named Insureds excluding Earthquake Shock coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
		180 Days	Extended Period of Indemnity
		See Policy Provisions	$50,000,000, or a Named Insured's Policy Limit of Liability if less than $50,000,000, Automatic Acquisition for 120 days except: - $25,000,000 Automatic Acquisition for 90 days for new sub-member and/or entity of an existing Pools, JPA or Group; - $25,000,000 Automatic Acquisition for 90 days for Vacant properties; - $10,000,000 Automatic Acquisition for 120 days for Licensed Vehicles; - $2,500,000 Automatic Acquisition for 60 days for additional property and/or interests in Tier 1 Wind Counties, Parishes and Independent Cities for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii; - The peril of Earthquake Shock is excluded for the states of Alaska and California; - If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
	$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf; however, replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed $25,000 per item for existing Named Insureds excluding Earthquake Shock coverage for Alaska and California locations. If Flood coverage is purchased for scheduled locations, this extension includes Flood coverage for any location not situated in Flood Zones A or V.
	$	5,000,000	or 110% of the scheduled values, whichever is greater, for Scheduled Landscaping, tees, sand traps, greens, athletic fields and artificial turf; however, replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed $25,000 per item.
	$	5,000,000	or 120% of the scheduled values, whichever is less, for Scheduled Landfills (as more fully defined in the policy).
	$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
	$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sub-limit shown. Projects valued greater than $15,000,000 require underwriting approval and a premium charge.

ALL RISK COVERAGES & SUB-LIMITS: (continued)	$	500,000	Money & Securities for named perils only as referenced within the policy, however fraudulent impersonation, fraudulent instruction or similar events are excluded.
	$	2,500,000	Unscheduled Fine Arts.
	$	250,000	Accidental Contamination per occurrence and annual aggregate per Named Insured with $500,000 annual aggregate for all Named Insureds per Declaration. Coverage shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not.
	$	1,000,000	Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake Shock and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
	$	100,000,000	Increased Cost of Construction due to building codes/ ordinance or law (includes All Risk and Boiler & Machinery) except $2,500,000 for vacant properties.
	$	25,000,000	Transit - Physical Damage only.
	$	2,500,000	Unscheduled Animals; not to exceed $50,000 per Animal, per Occurrence.
	$	2,500,000	Unscheduled Watercraft up to 27 feet.
		Not Covered	Per Occurrence for Off Premises Vehicle Physical Damage.
	$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations.
	$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Earthquake Shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Earthquake Shock coverage, and/or where specific values for such items are not covered for optional dedicated Earthquake Shock coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..

ALL RISK COVERAGES & SUB-LIMITS: (continued)	$	5,000,000	Per Occurrence Per Named Insured subject to an Annual Aggregate of $10,000,000 for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts combined for all Named Insured(s) in this Declaration combined that do not purchase optional dedicated Flood coverage, and/or where specific values for such items are not covered for optional dedicated Flood coverage as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc..
	$	3,000,000	Contingent Time Element, Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately.
	$	3,000,000	Tax Revenue Interruption – Per Policy Provisions. However, if specific values for such coverage have not been reported as part of the Named Insured's schedule of values held on file with Alliant Insurance Services, Inc., this sub-limit amount is limited to $1,000,000 Per Occurrence – Per Policy Provisions.
	$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately.
	$	1,500,000	Claim Preparation Expenses.
	$	50,000,000	Expediting Expenses.
	$	100,000	Per Occurrence with a $1,000,000 Annual Aggregate per Declaration for Mold/Fungus Resultant Damage as more fully defined in the policy.
	$	100,000,000	Ingress/Egress Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, ingress to or egress from the covered property by this Policy is prevented.
	$	100,000,000	Interruption By Civil Authority Per Occurrence, Per Named Insured for the actual loss sustained during the period of time not exceeding 30 days when, as a direct result of physical loss or damage caused by a covered peril(s) specified by this Policy and occurring at property located within a 10 mile radius of covered property, access to the covered property is specifically prohibited by order of a civil authority.
	$	10,000,000	Electronic Data Processing Media.
	$	1,000,000	Personal Property Outside of the USA (including associated Business Interruption).

Not Covered		Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
Not Covered		for Communicable Disease.
$	100,000	Per Occurrence while in Storage and In Transit coverage subject to $10,000 Deductible for Unmanned Aircraft as more fully defined in the Policy. Not Covered while in Flight.
See Policy Provisions		Scheduled Vacant Building per Conditions in Section IV., Item I
$	2,500,000	Unscheduled Vacant Building per Policy Provisions Section IV., Item I

VALUATION:

- Repair or Replacement Cost (RCV)
- Actual Loss Sustained for Time Element Coverages
- Contractor's Equipment /Vehicles either Replacement Cost (RCV) or Actual Cash Value (ACV) as declared by each insured. If not declared, valuation will default to Actual Cash Value (ACV)

EXCLUSIONS (Including but not limited to):

- Seepage & Contamination
- Cost of Clean-up for Pollution
- Mold

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

"ALL RISK" DEDUCTIBLE:

$	100,000	Per Occurrence, which will apply in the event a more specific deductible is not applicable to a loss.

DEDUCTIBLES FOR SPECIFIC PERILS AND COVERAGES:

$	500,000	Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures).
$	100,000	All Flood Zones Per Occurrence excluding Flood Zones A & V.
Not Applicable		for losses to locations in Tier 1 and/or 2 Counties and resulting from a Named Windstorm.
$	100,000	Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the minimum deductible per occurrence.
$	1,000	Per Occurrence for Specially Trained Animals.

$	500,000	or the All Risk Basic Deductible, whichever is greater, for Unscheduled infrastructure including but not limited to tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, channels, levees, dikes, berms, embankments, landfills (as more fully defined in the policy), docks, piers, wharves, street lights, traffic signals, meters, roadway or highway fencing (including guardrails), and all similar property unless a specific value has been declared. Unscheduled infrastructure coverage is excluded for the peril of Earthquake Shock and excluded for Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters, providing said declaration provides funding for repairs.
$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Earthquake Shock for Named Insured(s) who do not purchase dedicated Earthquake Shock limits.
$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Earthquake Shock for Named Insured(s) who do not purchase dedicated Earthquake Shock limits.
$	10,000	Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment subject to $100,000 Maximum Per Occurrence, Per Named Insured for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
$	50,000	Per Occurrence Per Named Insured for this Declaration for Fine Arts for the peril of Flood for Named Insured(s) who do not purchase dedicated Flood limits.
	2.5%	of Annual Tax Revenue Value per location for Tax Revenue Interruption.
	Not Covered	Per Occurrence for Off Premises Vehicle Physical Damage. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.
$	25,000	Per Occurrence for Contractor's Equipment.
	Replacement Cost	Contractor's Equipment Valuation Basis

1% per unit of insurance subject to a minimum $250,000 per occurrence Per Occurrence for Hail.

1% per unit of insurance subject to a minimum $250,000 per occurrence Per Occurrence for Wind Damage.

Time Qualifiers

24 Hour	Waiting Period for Ingress/Egress, per Occurrence, as further defined in the Policy Form.
24 Hour	Waiting Period for interruption by Civil Authority, per Occurrence, as further defined in the Policy Form.

	24 Hour	Waiting Period for Off Premises Service Interruption per Occurrence, as further defined in the Policy Form.

SPECIAL TERMS AND CONDITIONS:

It is understood and agreed that notwithstanding anything contained herein to the contrary the following shall apply to this Policy:

OPTIONAL STAND-ALONE COVERAGES NOT PROVIDED IN THE "PEPIP U.S.A. FORM NO. 22 MASTER POLICY" ARE SPECIFIED BELOW.

The following optional stand-alone coverages are available for purchase in addition to and separate from the "PEPIP U.S.A. Form No. 22 Master Policy". If purchased, coverages are confirmed below. Carriers providing these coverages are included in the Schedule of Carriers for Terrorism, Cyber Liability and Pollution Liability.

$	100,000,000	Per Named Insured Per Occurrence subject to $200,000,000 Annual Aggregate of Declarations 1-14, 18-30, 32-35, 39-40, and 45-46 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
$	100,000	Per Occurrence Deductible for Primary Terrorism.
$	1,000,000,000	Per Named Insured for Terrorism (Excess Layer) subject to;
$	1,500,000,000	Per Named Insured Per Occurrence subject to $200,000,000 Annual Aggregate of Declarations 1-14, 18-30, 32-35, 39-40, and 45-46 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer).
$	2,000,000,000	Annual Aggregate shared by all Named Insureds combined in Declarations 1-14, 18-21, 23-30, 32-35, 39-40, and 45-46 as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer).
$	500,000	Per Occurrence Deductible for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted).
	Not Covered	Information Security & Privacy Insurance with Electronic Media Liability Coverage. See attached Cyber Coverage Summary for applicable Limits. (Cyber Liability) If, insured purchases such coverage.
$	25,000,000	Per Named Insured, Per occurrence subject to an Annual Aggregate of $50,000,000 combined for Declarations 1-14, 18-30 and 32-35 as respects Personal and Real property for Cyber Attack Resultant Damage.
	Included	Pollution Liability Insurance Coverage. See attached Pollution Liability Insurance Coverage Document for applicable limits and deductibles. If, insured purchases such coverage. If, insured purchases such coverage.

TERMS & CONDITIONS:

Sub-limits, terms and conditions are subject to change.

25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is calculated on a pro-rata basis, unless there is a claim in which case the premium is deemed fully earned. If, insured purchases such coverage.

Except Pollution Liability Premium is 100% Earned at Inception, unless there is a claim in which premium is deemed fully earned. If, insured purchases such coverage.

NOTICE OF CANCELLATION:

90 Days except 10 Days for non-payment of premium

EXPIRING/RENEWAL OPTION 1	
	Annual Cost*
Total Property Premium:	$ 711,821.00
Excess Boiler:	$ 4,783.00
Cyber Liability Premium:	$ 0.00
Pollution Liability Premium:	$ 3,748.00
ABS Fee:	$ 1,759.00
SLT&F's (Estimate)	$ 0.00
Broker Fee:	$ 0.00
TOTAL COST †: (Including Taxes and Fees)	$ 722,111.00

*Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a premium adjustment. Please refer to invoice for new lock box remittance for address and account information.

† TOTAL COST includes: premiums, underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes (excluding the Cyber Enhancement premium - should you have elected to purchase this coverage)

PRINT DATE: June 2, 2026

QUOTE VALID UNTIL: July 1, 2026

BROKER: **ALLIANT INSURANCE SERVICES, INC.**
License No. 0C36861

Christian Shearer
Associate Vice President, Producer

Julian Shearer
Associate Producer

Katy J Burke
Account Manager

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing.*** **Changes** ***will be documented and accompany the Binder Confirmation for July 1, 2026 bound terms.*** ***Coverage outlined in this Proposal is subject to the terms and conditions being negotiated with the policy. To be finalized and presented at Program Inception.***

- ***The program expects to continue purchasing Cyber Resultant Physical Damage cover which is provided to insureds purchasing Terrorism within the program – limits to be determined.***

- ***This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event***

- ***Change in Total Insurable Values will result in adjustment in premium***

- ***Each line of coverage is rated separately. Increases in TIV's on highly rated coverages such as Vehicles, CE, EQ or 100 year Flood Zones, etc. may increase the insured's average account rate.***

- ***The flood zones provided on the Schedule of Values (SOVs) are for rating purposes only. The actual flood zone will be determined at the time of loss.***

- ***Please refer to invoice for new lock box remittance for address and account information.***

APIP Summary of Proposed Property Changes

Below is a summary of Proposed changes for the 2026-2027 policy period

Coverage	2025-2026	2026-2027	Status
Available Program Boiler & Machinery Limits up to:	$200,000,000	$250,000,000	Approved
Extra Expense Sub-limit	$75,000,000	$100,000,000	Approved
Miscellaneous Unnamed Locations Sub-limit	$10,000,000	$25,000,000	Approved
Combined Business Interruption, Rental Income and Tuition Income (and related fees) Sub-limit	$100,000,000	$200,000,000	Approved
Increased Cost of Construction Sub-limit	$50,000,000	$100,000,000	Approved
Claims Preparation Sub-limit	$1,500,000	$2,500,000	Pending
Address	c/o Alliant Insurance Services, Inc., 325 E. Hillcrest Dr., Suite 250, Thousand Oaks, CA	c/o Alliant Insurance Services, Inc., 18100 Von Karman Ave., 10th Floor, Irvine, CA 92612	Update
Upgrade to Green limit	$5,000,000	$10,000,000	Pending

MASTER POLICY FORM PROPOSED CHANGES			
Coverage	**2025-2026**	**2026-2027**	**Status**
Policy Period	July 1, 2025 to July 1,2026	July 1, 2026 to July 1,2027	Update
USA Form No.	21	22	Update
Section I, B. Named Insured	As shown on the Declaration page, or as listed in the Declaration Schedule Addendum attached to this Policy.	All Named Insureds of the ALLIANT PROPERTY INSURANCE PROGRAM (APIP) (for their respective rights and interests) as more fully defined in the Schedule of Named Insured's (including Named Insureds added to the program during the term of this policy), and the Broker (Alliant) issued Evidence of Coverage documents held on file in the office of Alliant Insurance Services, Inc., 18100 Von Karman Avenue, 10th Floor, Irvine, CA 92612 and the Company.	Pending
Section I C. Mailing Address of Named Insured	AS PER DECLARATION PAGE	c/o Alliant Insurance Services, Inc. 18100 Von Karman Ave., 10th Floor, Irvine, CA 92612	Update

MASTER POLICY FORM PROPOSED CHANGES CONTINUED			
Coverage	**2025-2026**	**2026-2027**	**Status**
Section I, D. Policy Period	AS PER DECLARATION PAGE	July 1, 2026 to July 1, 2027 at 12:01 AM at the location of the insured property.	Pending
To include Section I, E. Limits of Liability and all subsequent sections	Reference to: Declaration Page	Revised to read: Named Insured's Evidence of Coverage	Pending
Section I, E. 2. Sub-Limits of Liability	3rd sentence: The absence of a sub-limit of liability amount in the Declaration Page means that no coverage is provided for that item.	The absence of a sub-limit amount or where "Not Covered" is indicated for a sub-limit of liability in the Named Insured's Evidence of Coverage, no coverage is provided for that item.	Pending
Section I, E. 2. p.	Increased Cost of Construction due to the enforcement of building codes / ordinance or law.	Increased Cost of Construction due to the of building codes / ordinance or law.	Pending
Section I, E. 2. u.	Separately as respects Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Value, and Contingent Tuition Income;	Contingent Time Element: Separately as respects Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Value, and Contingent Tuition Income;	Pending
Section II, B. 2.	PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS	COURSE OF CONSTRUCTION AND ADDITIONS	Pending
Section II. B. 6. Claim Preparation Expenses	Not Present	Added as last sentence: This coverage provided by this clause is sub-limited to USD as per the Named Insured's Evidence of Coverage.	Pending
Section II. B. 9. Building Laws	Reference to: enforcement of	Deleted within this coverage description	Pending
Section II. B. 10. Demolition Cost	Reference to: enforcement of	Deleted within this coverage description	Pending
Section II, D. 6. Library Contents	Expiring values	Values inflated by 2025; 4th quarter rate of 3.5%	Update
Section II, D. 6. Library Contents	The above valuation is predicated on the values provided by the Library of Congress Dewey Decimal system and adjusted for inflation.	The above valuation is an estimated amount and adjusted for inflation.	Pending
Section II. D. 7.	Actual Cash Value will be applied for vehicles ten years or older.	Deleted in its entirety	Pending
Section III. B. 1. Ingress / Egress	Not Present	Added as last sentence: The coverage provided by this clause is sub-limited to USD as per Named Insured's Evidence of Coverage.	Pending
Section III. B. 2. Interruption by Civil Authority	Not Present	Added as last sentence: The coverage provided by this clause is sub-limited to USD as per Named Insured's Evidence of Coverage.	Pending

MASTER POLICY FORM PROPOSED CHANGES CONTINUED			
Coverage	**2025-2026**	**2026-2027**	**Status**
Section IV, B. Exclusions	Not Present	New 23. Money and Securities except for physical loss as a result of Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by an employee of the Named Insured(s)).	Pending
Section IV, D. Territorial Limits	This Policy insures Real and Personal Property within the United States of America. Personal Property is extended to Worldwide coverage. The coverage provided by this clause for Personal Property is sub-limited to USD as per Declaration Page.	This Policy insures Real and Personal Property within the United States of America. Personal Property Outside of the USA (including associated Business Interruption) is extended to Worldwide coverage. The coverage provided by this clause for Personal Property is sub-limited to USD as per Named Insured's Evidence of Coverage.	Pending
Section IV, I. Vacant Buildings 4.b.	Paragraph reference to: Declaration Page, and; the enforcement of	Revised to: Named Insured's Evidence of Coverage Deleted: the enforcement of	Pending
Section IX, 2. d. header	Media Coverage	Electronic Data Processing Media and Data Restoration	Clarification
Section IX, 2. f. header	Utility Interruption	Service/Utility/Off Premises Power Interruption	Clarification
Section IX, 2. h. Ordinance or Law	i. Loss to the Undamaged Portion of the Building, meaning loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:	Loss to the Undamaged Portion of the Building, meaning loss to the undamaged portion of the building caused by any ordinance or law that:	Pending
Section IX, 2. h. Ordinance or Law	ii. Demolition Cost meaning the cost to demolish and clear the site of undamaged parts of the building, caused by the enforcement of building, zoning, or land ordinance or use.	Demolition Cost meaning the cost to demolish and clear the site of undamaged parts of the building, caused by building, zoning, or land ordinance or use.	Pending
Section IX, 2. h. Ordinance or Law	iii. … when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.	iii. …when the increased cost is a consequence of building, zoning or land use ordinance or law.	Pending
Section IX, 2. h. Ordinance or Law	iii. second set of alpha numeric identifiers a. and b.	iii. second set of alpha numeric identifiers revised to: c. and d.	Pending
Section IX, 2. h. Ordinance or Law	iii. second set of alpha numeric identifier a. Costs associated with the enforcement of any ordinance or law which requires any Named Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of substances declared to be hazardous to health by a governmental agency; or	iii. second set of alpha numeric identifier c. Costs associated with any ordinance or law which requires any Named Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of substances declared to be hazardous to health by a governmental agency; or	Pending

Endorsement 7	Pollution, Contamination, Debris Removal Exclusion	Deleted in its entirety	Pending

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

BOILER & MACHINERY PROPOSAL

NAMED INSURED: City of St. Joseph, MO

POLICY PERIOD: July 1, 2026 to July 1, 2027

COMPANIES: See Attached List of Companies

TOTAL INSURED VALUES: $ 378,310,320 as of June 2, 2026

STATUS/RATING: See Attached List of Companies

COVERAGES & LIMITS:

$ 250,000,000	Boiler Explosion and Machinery Breakdown, (for those Named Insureds that purchase this optional dedicated coverage) as respects Combined Property Damage and Business Interruption/Extra Expense (Including Bond Revenue Interest Payments where Values Reported and excluding Business Interruption for power generating facilities unless otherwise specified). Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with the following sub-limits:
Included	Jurisdictional and Inspections.
$ 10,000,000	Per Occurrence for Service/Utility/Off Premises Power Interruption.
Included	Per Occurrence for Consequential Damage.
$ 10,000,000	Per Occurrence for Electronic Data Processing Media and Data Restoration.
$ 2,000,000	Per Occurrence, Per Named Insured and in the Annual Aggregate per Declaration for Earthquake Resultant Damage for Named Insureds who purchase Dedicated Earthquake Shock Coverage.
$ 10,000,000	Per Occurrence for Hazardous Substances.
Included	Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes.

NEWLY ACQUIRED LOCATIONS:

$ 25,000,000	Automatic Acquisition for Boiler & Machinery values at newly acquired locations. Values greater than $25,000,000 or Power Generating Facilities must be reported within 120 days and must have prior underwriting approval prior to binding

VALUATION: Repair or Replacement except Actual Loss sustained for all Time Element coverages

EXCLUSIONS
(Including but not limited to):

- Testing
- Explosion, except for steam or centrifugal explosion
- Explosion of gas or unconsumed fuel from furnace of the boiler

OBJECTS EXCLUDED:
(Including but not limited to):

- Insulating or refractory material
- Buried Vessels or Piping

NOTICE OF CANCELLATION: 90 days except 10 days for non-payment of premium

DEDUCTIBLES:		
$ 100,000	Except as shown for Specific Objects or Perils.
$ 100,000	Electronic Data Processing Media.
$ 100,000	Consequential Damage.
$ 100,000	Objects over 200 hp, 1,000 KW/KVA/Amps or Boilers over 5,000 square feet of heating surface.
$ 100,000	Objects over 350 hp, 2,500 KW/KVA/Amps or Boilers over 10,000 square feet of heating surface.
$ 100,000	Objects over 500 hp, 5,000 KW/KVA/Amps or Boilers over 25,000 square feet of heating surface.
$ 250,000	Objects over 750 hp, 10,000 KW/KVA/Amps or Boilers over 75,000 square feet of heating surface.
$ 350,000	Objects over 25,000 hp, 25,000 KW/KVA/Amps or Boilers over 250,000 square feet of heating surface.
$ 10 per foot / $2,500 Minimum	Deep Water Wells.
24 Hour Waiting Period	Utility Interruption.
24 Hours	Business Interruption/Extra Expense Except as noted below.
30 Days	Business Interruption - Revenue Bond.
5 x 100% of Daily Value	Business Interruption - All objects over 750 hp or 10,000 KW/KVA/Amps or 10,000 square feet heating surface.
5 x 100% of Daily Value	Business interruption - All Objects at Waste Water Treatment Facilities and All Utilities.

	Annual Cost
COST:	Cost is included on Property Proposal

PRINT DATE: June 2, 2026

PROPOSAL VALID UNTIL: July 1, 2026

BROKER: **ALLIANT INSURANCE SERVICES, INC.**
License No. **0C36861**

Christian Shearer
Associate Vice President, Producer

Julian Shearer
Associate Producer

Katy J Burke
Account Manager

NOTES:

- ***Some coverage, limits, sub-limits, terms and conditions will change, as negotiations are ongoing.*** **Changes** ***will be documented and accompany the Binder Confirmation for July 1, 2026 bound terms.*** ***Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy.***

- ***Please refer to the Policy for specific terms, conditions, and exclusions.***

- ***This proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event.***

- ***Change in Total Insurable Values will result in adjustment in premium.***

ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

POLLUTION LIABILITY PROPOSAL

TYPE OF INSURANCE: ☒ Insurance ☐ Reinsurance

TYPE OF COVERAGE: Claims Made and Reported Pollution Liability

PROGRAM: **Alliant Property Insurance Program (APIP)**

NAMED INSURED: Any member(s), entity(ies), agency(ies), organization(s), enterprise(s), pool(s), Joint Powers Authority(ies) and/or individual(s) attached to each Declaration insured as per Named Insured Schedule on file with Insurer, listed below.

POLICY PERIOD: July 1, 2026 to July 1, 2027

RETROACTIVE DATE: This coverage shall only apply if the Pollution Incident or Disinfection Event giving rise to the Claim, Loss, Business Interruption Expenses or Extra Expenses commenced, in its entirety, on or after July 1, 2011, or the date that the Insured first joined the Alliant Property Insurance Program (APIP) for environmental or pollution insurance coverage, whichever is later, except for the following coverages:

- July 1, 2021 for Products Pollution and Exposure Liability;
- July 1, 2021 for Contractor's Pollution
- July 1, 2021 for Mold Matter

COMPANY: Ironshore Specialty Insurance Company

A.M. BEST INSURANCE RATING: A, Excellent, Financial Size Category XV ($2 Billion or greater)
Effective September 10, 2025

STANDARD & POORS RATING: A (Strong) as of November 19, 2025

ADMITTED STATUS: Non-Admitted in all states.

COVERED PROPERTY: Per the following Statements of Values (SOVs) submitted and on file with carrier:

1. PEPIP DEC 1 – SOVs
2. PEPIP DEC 2 – SOVs
3. PEPIP DEC 3 – SOVs
4. PEPIP DEC 4 – SOVs
5. PEPIP DEC 5 – SOVs
6. PEPIP DEC 11 – SOVs
7. PEPIP DEC 12 – SOVs
8. PEPIP DEC 14 – SOVs
9. PEPIP DEC 19 – SOVs
10. PEPIP DEC 23 – SOVs
11. PEPIP DEC 24 – SOVs
12. PEPIP DEC 26 – SOVs
13. PEPIP DEC 27 – SOVs
14. PEPIP DEC 28 – SOVs
15. PEPIP DEC 29 – SOVs
16. PEPIP DEC 30 – SOVs
17. PEPIP DEC 32 – SOVs (Excludes SPIP, except as endorsed)
18. PEPIP DEC 33 – SOVs
19. PEPIP DEC 34 – SOVs
20. PEPIP DEC 35 – SOVs
21. PEPIP DEC 39 – SOVs
22. PEPIP DEC 96 – SOVs (Excluding HARPP members)

COVERED PROPERTY (Continued):	Covered locations are defined as any real property owned, leased, rented, operated or occupied by the Insured as of Policy Inception, including, but not limited to, any subsurface potable water, wastewater or storm water pipelines including any appurtenances that are attached to or part of the pipeline network, owned or operated by a Named Insured, within a one thousand (1,000) foot radius of such Covered Property. Also includes any roads including, but not limited to, any alleys, streets or bridges owned or operated by the Insured, any vacant land, including any parks, open spaces, easements or rights-of-way owned or operated by the Insured any location scheduled to this policy by endorsement.

COVERAGES & LIMITS:	**$25,000,000**	**Policy Program Aggregate (all insureds combined)**
	$ 2,000,000	**Per Pollution Incident**
	$ 2,000,000	**Per Named Insured Aggregate**
	$ 2,000,000	**Per JPA/Pool Aggregate – including all members**
LEGAL COSTS:	**$ 1,000,000**	**Aggregate Legal Costs Outside of and in Addition to the Policy Limits**
SUB-LIMITS:	$ 100,000	Disinfection Event Expenses Per Pollution Incident*
	$ 100,000	Disinfection Event Expenses Program Aggregate*
	$ 250,000	Image Restoration Expenses Per Pollution Incident*
	$ 250,000	Image Restoration Expenses Program Aggregate*
	$ 5,000,000	Mold Matter Loss, Business Interruption and Extra Expense Program Aggregate*
	$ 1,000,000	Mold Matter Restoration Costs, Business Interruption Expenses and Extra Expenses Program Aggregate*
	$ 3,000,000	Sewer Backup and Overcharge Program Aggregate*
	$ 3,000,000	Lead or Lead Containing Materials Program Aggregate – All Claims*
	$ 250,000	Any Punitive, Exemplary and Multiplied Damages and Civil Fines, Penalties and Assessments*
	$ 2,000,000	Products Pollution and Exposure Liability Per Pollution Incident*
	$ 5,000,000	Products Pollution and Exposure Liability Program Aggregate – Biosolid-derived fertilizer*
	$10,000,000	Products Pollution and Exposure Liability Program Aggregate – Potable Water*
	$ 1,000,000	Contractor's Pollution Per Pollution Incident - Herbicide, Insecticide, Pesticide Applications Only*
	$ 2,000,000	Contractor's Pollution Program Aggregate - Herbicide, Insecticide, Pesticide Applications Only*
	$ 2,000,000	Contractor's Pollution Per Pollution Incident - All other Operations*
	$10,000,000	Contractors Pollution Program Aggregate* - All other Operations*
	$ 5,000,000	Wildfire Program Aggregate Sublimit*

*Note: the above sub-limits payable under this coverage do not increase and are not in addition to the applicable limit of liability.

EXTENDED REPORTING PERIOD:

Automatic Extended Reporting Period

The Named Insured shall be entitled to an Automatic Extended Reporting Period for a period of ninety (90) days following the effective date of termination of this Policy for no additional premium. This automatic ERP does not apply if the insured has purchased other insurance to replace the insurance provided by this policy.

SPECIFIC COVERAGE PROVISIONS:

CLAIMS MADE AND REPORTED

Coverage A – Third Party Claims for Bodily Injury, Property Damage or Remediation Expenses:
Coverage for loss that the Insured becomes legally obligated to pay as a result of claims for Bodily Injury, Property Damage or Remediation Expenses directly resulting from a Pollution Incident, provided that the claim is first made against the Insured and reported to the Insurer, in writing, during the policy period.

Coverage B – Onsite First Party Remediation Expenses:
Coverage for Remediation Expenses incurred exclusively for remediation of pollutants that are on, at or under a covered location, provided that the pollution incident is first discovered by the Insured during the policy period, the Insured reports the pollution incident to the Insurer, in writing, during the policy period, and the pollution incident is promptly reported by the Insured to the appropriate governmental authority if and as required by environmental law.

Coverage C – Emergency Response Expenses:
To pay on behalf of the Insured, Emergency Response Expenses incurred by or on behalf of the Insured in response to an imminent and substantial threat to human health or the environment resulting from a Pollution Incident on, at , under or migrating from a Covered Property or arising from Transportation that commences, in its entirety, during the policy period. The Emergency Response Expenses must: (i) be incurred within seven (7) days of the commencement of such Pollution Incident; and (ii) be reported to the Insurer within fourteen (14) days of such commencement. For this Coverage to apply, the Pollution Incident giving rise to the Emergency Response Expenses must be unexpected and unintended from the standpoint of the Insured.

Coverage for Transportation is included in Emergency Response Expenses above.

Coverage D – Business Interruption:
Coverage for the Insured's Business Interruption Expenses and Extra Expenses during the Period of Interruption that directly result from a Pollution Incident on, at or under a Covered Property.
This Coverage shall apply only if the Pollution Incident giving rise to the Business Interruption Expenses or Extra Expenses is first discovered by the Insured and reported to the Insurer, in writing, during the Policy Period, and such Pollution Incident results in Remediation Expenses covered under this Policy. Discovery of a Pollution Incident happens when a Responsible Insured first becomes aware of the Pollution Incident. Further, if the interruption results from a Pollution Incident and any other cause(s), the Company shall only pay that portion of Business Interruption Expenses and Extra Expenses solely attributable to the Pollution Incident. In the event of a Period of Interruption, it is a condition precedent to Coverage that the Named Insured notifies the Company of the interruption within thirty (30) days of its commencement and that the Named Insured resume normal operation of the business as soon as possible and use all reasonable efforts to mitigate any Business Interruption Expenses and Extra Expenses.

SPECIFIC COVERAGE PROVISIONS - CONTINUED:

Coverage E – Coverage for Disinfection Event Expenses
To pay on behalf of the Insured, Disinfection Expenses that directly result from a Disinfection Event at a Covered Property, provided that the Disinfection Event commences, in its entirety, during the Policy Period; such Disinfection Expenses are incurred within thirty (30) days of the first discovery of such Disinfection Event by a Responsible Insured; and the Insured reports the Disinfection Event to the Insurer, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured's first discovery of such Disinfection Event.
Disinfection Expenses means reasonable fees and costs incurred by the Insured to retain third party qualified vendors to disinfect the actual presence of bacteria or virus at a Covered Property after a Disinfection Event.

Coverage F – Coverage for Image Restoration Expenses
To pay on behalf of the Insured, Image Restoration Expenses that directly result from an Image Restoration Event, provided that the Pollution Incident giving rise to the Image Restoration Event is on, at, under or migrating from a Covered Property or results from Transportation or Waste Disposal Activities; the Pollution Incident giving rise to the Image Restoration Expenses commenced, in its entirety, during the Policy Period; such Image Restoration Expenses are incurred by the Insured within fourteen (14) days of the first newspaper or magazine publication or television news broadcast associated with the Pollution Incident giving rise to the Image Restoration. Event; and the Pollution Incident giving rise to the Image Restoration Expenses is reported to the Company, in writing, during the Policy Period and within fourteen (14) days of a Responsible Insured's first discovery of such Image Restoration Event.
Image Restoration Expenses are defined as reasonable and necessary public relations expenses to restore public reputation and consumer confidence. Image Restoration Expenses shall include fees and expenses incurred by public relations or crisis management firms and reasonable and necessary printing, mailing of materials and travel by directors, officers, employees or agents of the Named Insured at the direction of such firms. Image Restoration Expenses shall not include the costs to purchase advertising on television, in newspapers or in any other media.

Supplemental coverage for Contractors Pollution is included. This coverage covers third-party claims arising out of "your work", provided the claim is first made and reported during the policy period. The Contractor's Pollution must have commenced on or after 7/1/2021.

Supplemental coverage for Products Pollution and Exposure Liability is included. This coverage covers third-party claims arising out of product pollution, provided the claim is first made and reported during the policy period. The Products Pollution must have commenced on or after 7/1/2021.

SPECIFIC COVERAGE PROVISIONS - CONTINUED:

Insured's Products are defined as:

- Potable water manufactured, sold, handled or distributed by the Insured or others trading under the Insured's name, and includes containers (other than automobiles, rolling stock, vessels or aircraft), materials, parts or equipment furnished in connection therewith, and includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use thereof, or the failure to provide warnings or instructions; or
- Biosolid-derived fertilizers manufactured, sold, handled or distributed by the Insured or others trading under the Insured's name, and includes containers (other than automobiles, rolling stock, vessels or aircraft), materials, parts or equipment furnished in connection therewith, and includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use thereof, or the failure to provide warnings or instructions.

Illicit Abandonment is included in the definition of pollution condition.

Other Insurance Condition
Any Loss covered under any other valid and collectible insurance, whether primary, excess, contingent, self-insurance, deductible or any other basis, including but not limited to any stand-alone policies purchased by a Named Insured, this insurance shall apply in excess of.

Mold matter and Legionella is included in the definition of Pollutant. Mold matter is defined as mold, mildew and fungi, whether or not such microbial matter is living. Legionella means legionella pnuemophila.

Wildfire is defined as any hostile fire, wildland fire, forest fire, brush fire, vegetation fire, grass fire, peat fire, bushfire, hill hire, desert fire, veldfire, escaped prescribed fire or escaped wildland fire.

Automatic Acquisition – Automatic coverage for mid-term real property additions, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. Notice must be provided to the Insurer within 365 days, along with any supporting documentation reasonably requested by the underwriter.

Coverage does not apply to any Remediation Expenses or Emergency Response Expenses incurred for the remediation of Mold Matter at such Acquired Real Property which is the result of any water intrusion or moisture condition prior to the Insured taking title or occupancy of such property. Any water-intrusion or moisture condition shall include, but not be limited to, any roof or building envelope leak, any heating, ventilation and air conditioning (HVAC) system improvement, replacement or upgrade or any plumbing or pipe leak.

To add new members to the program or new sub-members to existing program members, a current statement of values is required for the new member or sub-member and is subject to an additional premium of $0.00102 per $100 of Total Insurable Values, pro-rated, with a minimum premium of $450.

SPECIFIC COVERAGE PROVISIONS - CONTINUED:

Coverage is limited for Coverages A, B and D to Sudden and Accidental only for the Santa Barbara Municipal Airport. The pollution incident giving rise to such Remediation Expenses or Business Interruption Expenses and Extra Expenses must be discovered by the Insured during the policy period and within thirty (30) days of commencement, the Pollution Incident is demonstrable as commencing on a specific date, and must be reported to the Insurer in writing during the policy period and no later than ninety (90) days following the discovery of such Pollution Incident.

Blanket Underground Storage Tank coverage included, with a deductible of $250,000 for storage tanks less than twenty years old, a deductible of $375,000 for storage tanks between twenty and thirty years old, and a deductible of $500,000 for storage tanks which are thirty years old or older. **Note: Does not meet financial assurance requirements.**

Loss covered pursuant to any state storage tank fund, state administered insurance program or restoration funding for any underground storage tank(s) whose owners qualify for reimbursement, or any self-insurance fund established for the purpose of funding clean-up costs for pollution conditions from any underground storage tank(s), shall be considered primary insurance, to which the coverage afforded pursuant to this policy shall apply in excess.

Additional Insureds are as follows:

- Any Entity
- If any Named Insured pursuant to this Policy is a Public Entity, the following entities are additional insureds:
  - A governmental agency or subdivision, department, municipal body, commission or board, or a not-for profit corporation which is owned or controlled by any Named Insured;
  - An individual while acting in the capacity as a director of, officer of, trustee of, employee of, temporary or leased worker of, or staff member of, any Named Insured;
  - A volunteer, but solely while acting within the scope of such duties and at the direction of any Named Insured;
  - A paramedic or emergency technician, but solely while acting within the course and scope of employment or while acting as a volunteer pursuant to the direction of any Named Insured;
  - An elective or appointive officer or a member of any such commission, board or agency of any Named Insured but solely while acting within the scope of duties as such; or
  - A joint venture or partnership, including a mutual assistance pact, joint powers agreement or similar association, but only with respect to the conduct of the business of any named Insured on behalf of that entity or association and only to the extent of such Named Insured's participation or interest in that entity or association.

If the Named Insured is an Educational Entity, the following persons or entities are additional insureds, individually and collectively, when acting solely within the scope of their duties, office, or employment for, and pursuant to the supervision of, any Named Insured:

- Members of the School Board;
- Officers;
- Employees;
- Temporary or Leased Workers;
- Authorized individual volunteers; or
- Student Body Organizations pursuant to the jurisdiction of the governing board, but only while pursuant to the supervision required by the governing board.

EXCLUSIONS (including but not limited to):

Coverage does not apply to any claim or loss from:

- Aircraft, Auto or Watercraft – does not apply to Transportation
- Asbestos, PCBs and Lead –
  - Any asbestos, asbestos containing materials, lead, lead containing materials, including but not limited to lead-based paint, polychlorinated biphenyls (PCBs) or materials containing PCBs in, on, at, within or applied to any building, utility, structure or building material. This exclusion does not apply to Claims for Bodily Injury or Property Damage, or Remediation Expenses for the remediation of any soil, groundwater body, surface water body or sediment; or
  - Any asbestos, asbestos containing materials, lead or lead-containing materials, other metals, including but not limited to copper, or metal containing materials in, on or applied to any water supply or collection equipment, system or infrastructure, including but not limited to water service lines; this does not apply to third-party claims for bodily injury or property damage, or for remediation expenses of any groundwater body, surface water body or sediment;

  Further, this exclusion shall not apply to Remediation Expenses solely incurred for the remediation of asbestos, asbestos containing materials or lead-based paint which has been inadvertently displaced (not including any displacement associated with demolition, renovation or abatement) by an accident which occurs, in its entirety, during the Policy Period and is demonstrable by the Insured as commencing during the Policy Period, provided that such accident is reported to the Company within thirty (30) days of its commencement. However, there shall be no coverage for any costs incurred to: remove, abate, repair, dispose of or otherwise address any asbestos, asbestos containing materials or lead-based paint that has not been displaced by such accident, or to remove or dispose of any building, construction or demolition debris.
  Asbestos is fully excluded under Products Pollution and Exposure Liability coverage.
- Contractual Liability – This exclusion does not apply to liability that the Insured would have had in the absence of the contract or agreement or to liability assumed in an Insured Contract.
- Criminal Punishments
- Divested Property – does not apply to any Covered Property owned by an Insured as of Policy Inception which is leased to a third party, even if the Insured has relinquished operation or management control of such Covered Property, provided that such covered property was disclosed to the Insurer.
- Employer Liability – This exclusion applies whether the Insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such Bodily Injury.
- Insured's Internal Expenses
- Insured's Non-Compliance
- Insured vs. Insured
- Insured's Professional Services – any professional services performed or rendered on behalf of the Insured, including but not limited to, medical services, recommendations, opinions and strategies rendered for architectural, consulting and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections site maintenance and equipment selection, and supervisory, inspection or engineering service.

EXCLUSIONS (including but not limited to, Cont.):

Coverage does not apply to any claim or loss from:

- Material Change In Use – This exclusion shall not apply if the Insured submits prior written notice no less than thirty (30) days prior to such material change, and the Company approves such material change in an endorsement to this Policy issued within thirty (30) days of such notice.
- Non-Disclosure – does not apply to any Inadvertently Omitted Locations
- Nuclear or Radiological Material
- Property Damage to Conveyances
- War
- Workers Compensation, Unemployment, Social Security, Disability and Similar Laws
- Waste Processing, Treatment or Disposal – does not apply to waste disposal activities at a non-owned disposal site.
- Airports – defined as any airport where enplanement occurs and/o cargo is moved for a fee and storage, transportation and the dispensing of fuel and/or de-icing solution operations are conducted. This exclusion shall not apply to passenger airports with less than 2,500 passenger boardings per year, or to the Santa Barbara Municipal Airport.
- Oil and/or Gas Operations – only applies to oil and/or gas producing and refining facilities
- Firearms, Explosives or Military Weapons
- Activity Use Limitation
- Landfill Closure, Post-Closure and Reclamation Costs – any closure, post closure or reclamation costs or obligations, including but not limited to any costs associated with landfill caps or gas or leachate systems. Does not apply to claims for Bodily Injury or Property Damage.
- Combined Sewer Overflow – defined as any discharge of stormwater and / or wastewater into any body of water, including surface water or groundwater, arising from a sewer system (including but not limited to sewer lines, pipes, pumping stations, appurtenances and treatment plants) that handles both wastewater and stormwater due to the volume of stormwater and / or wastewater exceeding the capacity of such sewer system.
- Commercial Ports – Any commercial port where ships load and unload cargo.
- Landfill
- Odor - Solely with respect to any Pollution Incident on, at, under or migrating from any location used (in whole or part) at any time (currently or historically) for the collection, treatment, recycling, management, incineration or disposal of waste materials, any Claim, in whole or part, due to or in any way associated with any odor; any Claim for Bodily Injury or Property Damage due to or associated with any gas or emissions that have migrated beyond the boundaries of a Covered Property; or any Claim for public or private nuisance due to or associated with any odor or any gas or emissions migration.
- Impoundments
- Engineering Controls / Operation and Maintenance (O&M) Costs
- Groundwater and Surface Water Monitoring Costs
- COVID-19
- Capital Improvement – Applies to all locations, also applies to removal, replacement, repair or upgrade of an underground storage tank.
- Voluntary Site Investigation – Applies to all locations.

EXCLUSIONS (including but not limited to, Cont.):

- Expected or Intended Injury or Damage (Product Pollution and Covered Operations only)
- Known Injury or Damage (Product Pollution and Covered Operations only)
- Product Disposal (Product Pollution Only)
- Products as Waste (Product Pollution Only)
- Transportation (Product Pollution only)
- Damage to the Insured's Product (Product Pollution Only)
- Drinking Water Standards Exceedance (Product Pollution Only)
- Material Change in Potable Water Supply Source (Product Pollution Only)
- Conveyance (Covered Operations only)
- Business Interruption (Covered Operations Only)
- Owned Property (Covered Operations Only)
- Damage to Your Work (Covered Operations Only)
- Any perfluorinated compound (PFC) or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to 10:2 fluorotelomer sulfonic acid (10:2 FTS); 11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11ClPF3OUdS); 2H,2H,3H,3H-perfluorodecanoic acid (7:3 FTCA); 2H,2H,3H,3H-perfluorohexanoic acid (3:3 FTCA); 2H,2H,3H,3Hperfluorooctanoic acid (5:3 FTCA); 4,8-dioxa-3H-perfluorononanoic acid (ADONA); 4:2 fluorotelomer sulfonic acid (4:2 FTS); 6:2 fluorotelomer sulfonic acid (6:2 FTS); 8:2 fluorotelomer sulfonic acid (8:2 FTS); 9-chlorohexadecafluoro-3oxanonane-1-sulfonic acid (9ClPF3ONS); n-ethyl perfluorooctane sulfonamido ethanol (NEtFOSE); hexafluoropropylene oxide dimer acid (HFPO-DA or GenX); n-methyl perfluorooctane sulfonamido ethanol (NMeFOSE); n-ethyl perfluorooctanesulfonamidoacetic acid (NEtFOSAA); n-ethyl perfluorooctane sulfonamide (NEtFOSA); n-methyl perfluorooctanesulfonamidoacetic acid (NMeFOSAA); n-methyl perfluorooctane sulfonamide (MeFOSA); nonafluoro3,6-dioxaheptanoic acid (NFDHA); perfluoro(2-ethoxyethane) sulfonic acid (PFEESA); perfluoro-3-methoxypropanoic acid (PFMPA); perfluoro-4-methoxybutanoic acid (PFMBA); perfluorobutane sulfonic acid (PFBS); perfluorobutanoic acid (PFBA); perfluorodecane sulfonic acid (PFDS); perfluorodecanoic acid (PFDA); perfluorododecanoic acid (PFDoA); perfluoroheptane sulfonic acid (PFHpS); perfluoroheptanoic acid (PFHpA); perfluorohexadecanoic acid (PFHxDA); perfluorohexane sulfonic acid (PFHxS); perfluorohexanoic acid (PFHxA); perfluorononane sulfonic acid (PFNS); perfluorononanoic acid (PFNA); perfluorooctadecanoic acid (PFODA); perfluorooctane sulfonamide (PFOSA); perfluorooctane sulfonic acid (PFOS); perfluorooctanoic acid (PFOA); perfluoropentane sulfonic acid (PFPeS); perfluoropentanoic acid (PFPeA); perfluorotetradecanoic acid (PFTA); perfluorotridecanoic acid (PFTrDA); perfluoroundecanoic acid (PFUnA); perfluorodedecanesulfonic acid (PFDoS); polytetrafluoroethylene (PTFE); 8:2 fluorotelomer unsaturated carboxylic acid (8:2 FTUCA) or 8:2 polyfluoroalkyl phosphate diester (8:2 diPAP), or any precursor chemicals. PFAS shall include: (i) any PFAS that falls within the structural definition set forth in 40 CFR 705.3, or any additions or amendments thereto; (ii) any anion forms, structural isomers or salts of PFAS associated with their corresponding acid forms, or any processing aids or residual materials contained therein; or (iii) any transformation or degradation compounds of PFAS. Further, PFAS shall also include aqueous film forming foam (AFFF) containing PFAS or any additives or component materials contained therein or degradation by-products thereof.

DEDUCTIBLE:	$ 250,000		Each Pollution Incident After July 1, 2021
	$ 500,000		Each Pollution Incident Prior to July 1, 2021
	Any payments for covered loss paid by other insurance shall also be applied against the deductible amount.		
SPECIFIC DEDUCTIBLES:	$ 250,000		Disinfection Event Expenses
	$ 250,000		Image Restoration Expenses
	$ 250,000		Products Pollution and Exposure Liability
	$ 250,000		Covered Operations
	$ 350,000	*	Mold Matter (*or $25,000 per room impacted, whichever is greater, with a $2,500,000 maximum – a room is considered equal to 250 sq ft of floor space, education, healthcare and hospitality locations only)
	$ 500,000		Legionella
	$ 500,000		Sewer Backup and Overcharge deductible
	$ 250,000		Underground Storage Tanks (less than 20 years old)
	$ 375,000		Underground Storage Tanks (20-30 years old)
	$ 500,000		Underground Storage Tanks (more than 30 years old)
	$ 1,000,000		Wildfire Deductible
	5 Days		Business Interruption Waiting Period

CLAIMS REPORTING NOTICE

PLEASE NOTE THAT POLLUTION LIABILITY POLICIES CONTAIN EXTREMELY STRICT CLAIM REPORTING PROCEDURES. Below please find your policy specific claim reporting requirements - Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

THIS IS A CLAIMS MADE POLICY

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

LOSS REPORTING REQUIREMENTS:	Written notice of any claim or pollution condition, within seven (7) days of discovery for pollution conditions requiring immediate emergency response. Concurrently, please send to: 1) Ironshore Environmental Claims CSO 28 Liberty Street, 5th Floor New York, NY 10005 Office By phone via: 24 Hour Claims Phone Number (888) 292-0249 FAX to: 646-826-6601 Email: USClaims@ironshore.com 2) Akbar Sharif Alliant Insurance Services, Inc. 18100 Von Karman Avenue 10th Floor Irvine, CA 92612 949 260-5088 949 756-2713 – fax Akbar.Sharif@alliant.com

NOTICE OF CANCELLATION:	90 days except 10 days for non-payment of premium
REINSTATEMENT PROVISIONS:	Not Provided
POLLUTION LIABILITY COST:	Cost is included in Total Property Premium 100% Earned Premium at Inception
QUOTE VALID:	July 1, 2026
BROKER:	**ALLIANT INSURANCE SERVICES, INC.** **License No. 0C36861**

NOTES:

- ***This Proposal is based on the current loss experience and is subject to change if this insured's loss ratio deteriorates further and/or if the markets suffer a catastrophic event.***
- ***Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy.***
- ***Please refer to Policy for specific terms, conditions and exclusions.***
- ***Change in Total Insurable Values will result in adjustment in premium.***
- ***Please refer to invoice for new lock box remittance for address and account information.***

SUMMARY OF BOUND CHANGES

THE FOLLOWING ITEMS ARE CHANGES FOR THE 2026-2027 POLICY TERM

Coverage	2025-2026	2026-2027 Changes
Pollution Liability Policy Term	July 1, 2025 to July 1,2026	July 1, 2026 to July 1, 2027
A.M. Best Insurance Rating	A, Excellent, Financial Category XV ($2 Billion or greater) Effective August 2, 2024	A, Excellent, Financial Category XV ($2 Billion or greater) Effective September 10, 2025
Standard and Poors Insurance Rating	A (Strong) as of May 19, 2024	A (Strong) as of April 15, 2026
Covered Property	1. PEPIP DEC 1 – SOVs 2. PEPIP DEC 2 – SOVs 3. PEPIP DEC 3 – SOVs 4. PEPIP DEC 4 – SOVs 5. PEPIP DEC 5 – SOVs 6. PEPIP DEC 11 – SOVs 7. PEPIP DEC 12 – SOVs 8. PEPIP DEC 14 – SOVs 9. PEPIP DEC 19 – SOVs 10. PEPIP DEC 23 – SOVs 11. PEPIP DEC 24 – SOVs 12. PEPIP DEC 26 – SOVs 13. PEPIP DEC 27 – SOVs 14. PEPIP DEC 28 – SOVs 15. PEPIP DEC 29 – SOVs 16. PEPIP DEC 30 – SOVs 17. PEPIP DEC 32 – SOVs (Excludes SPIP, except as endorsed) 18. PEPIP DEC 33 – SOVs 19. PEPIP DEC 34 – SOVs 20. PEPIP DEC 35 – SOVs 21. PEPIP DEC 96 – SOVs (Excluding HARPP members) Covered locations are defined as any real property owned, leased, rented, operated or occupied by the Insured as of Policy Inception, including, but not limited to, any subsurface potable water, wastewater or storm water pipelines to or from a Covered Location provided that such pipelines are located within a one thousand (1,000) foot radius of such Covered Location. Also includes any roads including, but not limited to, any alleys, streets or bridges owned or operated by the Insured, any vacant land, including any parks, open spaces, easements or rights-of-way owned or operated by the Insured any location scheduled to this policy by endorsement.	1. PEPIP DEC 1 – SOVs 2. PEPIP DEC 2 – SOVs 3. PEPIP DEC 3 – SOVs 4. PEPIP DEC 4 – SOVs 5. PEPIP DEC 5 – SOVs 6. PEPIP DEC 11 – SOVs 7. PEPIP DEC 12 – SOVs 8. PEPIP DEC 14 – SOVs 9. PEPIP DEC 19 – SOVs 10. PEPIP DEC 23 – SOVs 11. PEPIP DEC 24 – SOVs 12. PEPIP DEC 26 – SOVs 13. PEPIP DEC 27 – SOVs 14. PEPIP DEC 28 – SOVs 15. PEPIP DEC 29 – SOVs 16. PEPIP DEC 30 – SOVs 17. PEPIP DEC 32 – SOVs (Excludes SPIP, except as endorsed) 18. PEPIP DEC 33 – SOVs 19. PEPIP DEC 34 – SOVs 20. PEPIP DEC 35 – SOVs 21. PEPIP DEC 39 – SOVs 22. PEPIP DEC 96 – SOVs (Excluding HARPP members) Covered locations are defined as any real property owned, leased, rented, operated or occupied by the Insured as of Policy Inception, including, but not limited to, any subsurface potable water, wastewater or storm water pipelines including any appurtenances that are attached to or part of the pipeline network, owned or operated by a Named Insured, within a one thousand (1,000) foot radius of such Covered Property. Also includes any roads including, but not limited to, any alleys, streets or bridges owned or operated by the Insured, any vacant land, including any parks, open spaces, easements or rights-of-way owned or operated by the Insured any location scheduled to this policy by endorsement.
Coverages & Limits	$2,000,000 Per JPA/Pool Aggregate	$2,000,000 Per JPA/Pool Aggregate – Including All Members

SUMMARY OF BOUND CHANGES

THE FOLLOWING ITEMS ARE CHANGES FOR THE 2026-2027 POLICY TERM

Coverage	2025-2026	2026-2027 Changes
Legal Costs	*<Not Applicable>*	$1,000,000 Aggregate Legal Costs Outside of and in Addition to the Policy Limits
Specific Coverage Provisions	Automatic Acquisition – Automatic coverage for mid-term real property additions, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. Notice must be provided to the Insurer within 365 days, along with any supporting documentation reasonably requested by the underwriter. To the extent that the Insured has a Phase I Environmental Assessment ("Phase I") for such acquired real property, a copy must be provided to the Insurer's underwriter, unless the acquired real property is leased, managed or rented.	Automatic Acquisition – Automatic coverage for mid-term real property additions, upon the closing date of such acquisition, or the effective date of such lease, management, rental or occupation right or obligation, respectively, for no additional premium. Notice must be provided to the Insurer within 365 days, along with any supporting documentation reasonably requested by the underwriter.
	<Not Applicable>	To add new members to the program or new sub-members to existing program members, a current statement of values is required for the new member or sub-member and is subject to an additional premium of $0.00102 per $100 of Total Insurable Values, pro-rated, with a minimum premium of $450.
	Coverage is limited for Coverages A, B and D to Sudden and Accidental only for the Santa Barbara Municipal Airport. The pollution incident giving rise to such Remediation Expenses or Business Interruption Expenses and Extra Expenses must be discovered by the Insured during the policy period and within fifteen (15) days of commencement, the Pollution Incident is demonstrable as commencing on a specific date, and must be reported to the Insurer in writing during the policy period and no later than forty-five (45) days following the discovery of such Pollution Incident.	Coverage is limited for Coverages A, B and D to Sudden and Accidental only for the Santa Barbara Municipal Airport. The pollution incident giving rise to such Remediation Expenses or Business Interruption Expenses and Extra Expenses must be discovered by the Insured during the policy period and within thirty (30) days of commencement, the Pollution Incident is demonstrable as commencing on a specific date, and must be reported to the Insurer in writing during the policy period and no later than ninety (90) days following the discovery of such Pollution Incident.
	Blanket Underground Storage Tank coverage included, with a deductible of $500,000 for storage tanks less than twenty years old, a deductible of $375,000 for storage tanks between twenty and thirty years old, and a deductible of $500,000 for storage tanks which are thirty years old or older. **Note: Does not meet financial assurance requirements.**	Blanket Underground Storage Tank coverage included, with a deductible of $250,000 for storage tanks less than twenty years old, a deductible of $375,000 for storage tanks between twenty and thirty years old, and a deductible of $500,000 for storage tanks which are thirty years old or older. **Note: Does not meet financial assurance requirements.**

SURPLUS LINES DISCLOSURES

MISSOURI

Alliant:

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.

Surplus Lines Licensee: Blaise Harris
Address: 1221 Broadway, Suite 1220
Nashville, TN 37203
License Number: 407387

AmWINS:

Missouri

This is evidence of insurance procured and developed und the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. The insurer is not licensed by the state of Missouri and is not subject to its supervision.

Surplus Lines Licensee: Josh Ammons
Address: 4725 Piedmont Row Drive, Suite 600
Charlotte, NC 28210
License Number: 3001099386

RSG Specialty:

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Guaranty Association. The insurer is not licensed by the state of Missouri and is not subject to its supervision.

Surplus Lines Licensee: Kieran Dempsey
Address: 155 N. Wacker Drive, Suite 4000,
Chicago, IL 60606
License Number: 8294326

ALLIANT PROPERTY INSURANCE PROGRAM

2026-2027

NAMED INSURED SCHEDULE

AS OF 06/02/2026

THE NAMED INSURED IS:

City of St. Joseph, MO
1100 Frederick Avenue
St. Joseph, MO 64501

Named Insured shall be deemed the sole agent of each and every Named Insured for the purpose of:

(1) Giving notice of cancellation,

(2) Giving instructions for changes in the Policy and accepting changes in this Policy

(3) The payment of assessments / premiums or receipt of return assessments / premiums.

Member(s), entity(ies), agency(ies), organization(s), enterprise(s) and/or individual(s) for whom the Named Insured has extended coverage is as follows:

NAMED INSURED MEMBER(S)

City of St. Joseph, MO

ALLIANT INSURANCE SERVICES

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

June 2, 2026

Named Insured: **City of St. Joseph, MO**

We are required to send you this notice pursuant to federal legislation concerning terrorism insurance. The below is for TRIA coverage as issued by the United States of America and is not tied to or representative of the Terrorism coverage offered in our property insurance program.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurancecoverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or toinfluence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAYBE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE CAN BE REQUESTED BELOW AND WILL NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

SELECTION OR REJECTION OF THE TERRORISM RISK INSURANCE ACT, as AMENDED (A.K.A.: TRIA, TRIEA, TRIPRA, TRIP OR TRIPA. We refer to these collectively as "TRIA".)

THIS COVERAGE IS OUTSIDE OF THE PROGRAM'S TERRORISM COVERAGES AND LIMITS. IT IS PROVIDED AND OVERSEEN BY THE U.S. GOVERNMENT.

THIS COVERAGE IS CONSIDERED RESTRICTIVE COMPARED TO THE APIP TERRORISM LIMITS AND COVERAGES AVAILABLE. THIS ACT DOES NOT FOLLOW OUR PROGRAM'S TERRORISM POLICIES.

HOWEVER, IF YOU'D LIKE A QUOTE FOR TRIA COVERAGE, PLEASE CHECK THE "I AM INTERESTED" BOX. OTHERWISE, PLEASE CHECK THE "DECLINE" BOX. YOUR SIGNATURE FOR CONFIRMATION OF RECEIPT IS REQUIRED. ANY QUESTIONS PLEASE CALL YOUR ALLIANT SERVICE TEAM MEMBER.

	I am interested in receiving a quote for Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act. Please provide a quote.
	I hereby decline to purchase Terrorism Risk Insurance Act coverage as required by law to be offered under the last amended Act.

_____
Policyholder/applicant signature

_____ _____
Print Name Date

City of St. Joseph, MO

Alliant Property Insurance Program
Proposed List of Carriers
July 1, 2026 to July 1, 2027

Amherst Specialty Insurance Company

Arch Specialty Insurance Company

Argo Re Ltd.

Associated Industries Insurance Company Inc.

AXA XL Reinsurance Ltd

Axis Surplus Insurance Company

Beazley Excess & Surplus Insurance, Inc

Chubb European Group SE

Columbia Casualty Company

Convex Insurance UK Limited

Convex Re Limited

Endurance Worldwide Insurance Limited

Evanston Insurance Company

Fortegra Specialty Insurance Company (Alchemy Underwriting Ltd.)

Harleysville Insurance Company of New York

Houston Specialty Insurance Company

Ironshore Specialty Insurance Company

Lancashire Insurance Company (UK) Limited

Landmark American Insurance Company

Lexington Insurance Company

Liberty Surplus Insurance Corporation

Lloyd's of London various syndicates

MSIG Specialty Insurance USA Inc.

National Fire & Marine Insurance Company

Palms Specialty Insurance Company, Inc.

Partner Reinsurance Europe SE

Pelagos Insurance Capital Underwriting Limited

QBE Capital Ltd.

SiriusPoint International Insurance Corporation (Arcadian Risk Capital (UK) Ltd.)

StarStone Specialty Insurance Company

Sutton National Insurance Company

Swiss Re Corporate Solutions America Insurance Corporation

The Princeton Excess and Surplus Lines Insurance Company

Tokio Marine America Insurance Company

United Specialty Insurance Company

Westchester Surplus Lines Ins. Co

Westfield Specialty Insurance Company

Alliant Property Insurance Program
2026-2027 Policy Year
Schedule of Insurers (Proposed)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of Missouri
Amherst Specialty Insurance Company	021748	A-, Excellent; Financial Size Category 8; $100,000,000 to less than $250,000,000 (As of 4/10/26)	Not Rated (As of 05/13/26)	Non-Admitted
Arch Specialty Insurance Company	012523	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 12/18/25)	AA- (As of 06/27/25)	Non-Admitted
Argo Re Ltd.	013313	A-, Excellent; Financial Size Category 14; $1,500,000,000 to less than $2,000,000,000 (As of 04/24/26)	Not Rated (As of 05/21/26)	Non-Admitted
Associated Industries Insurance Company Inc.	011693	A-, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 10/10/25)	Not Rated (As of 05/13/26)	Non-Admitted
AXA XL Reinsurance Ltd	074684	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 10/09/25)	AA (As of 03/11/26)	Non-Admitted
AXIS Surplus Insurance Company	012515	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 08/28/25)	A+ (As of 07/11/25)	Non-Admitted
Beazley Excess & Surplus Insurance, Inc	021670	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 03/03/26)	Not Rated (As of 05/13/26)	Non-Admitted
Chubb European Group SE	086485	A++, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 01/16/26)	AA (As of 01/13/26)	Non-Admitted
Columbia Casualty Company	003538	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 12/03/25)	A+ (as of 11/18/25)	Non-Admitted
Convex Insurance UK Limited	071499	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 06/05/25)	A (As of 11/03/25)	Non-Admitted
Convex Re Limited	071498	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 06/05/25)	A (As of 11/03/25)	Non-Admitted
Endurance Worldwide Insurance Limited	083234	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 03/26/26)	A+ (As of 03/30/26)	Non-Admitted

Alliant Property Insurance Program
2026-2027 Policy Year
Schedule of Insurers (Proposed)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of Missouri
Evanston Insurance Company	003759	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 11/21/25)	A (As of 07/28/25)	Non-Admitted
Fortegra Specialty Insurance Company (Alchemy Underwriting Ltd.)	020936	A-, Excellent; Financial Size Category 10; $500,000,000 to less than $750,000,000 (As of 04/09/26)	Not Rated (As of 05/13/26)	Non-Admitted
Harleysville Insurance Company of New York	012051	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 11/07/25)	A+ (As of 04/30/26)	Non-Admitted
Houston Specialty Insurance Company	013825	A, Excellent; Financial Size Category 11; $750,000,000 to less than $1,000,000,000 (As of 08/14/25)	Not Rated (As of 05/13/26)	Non-Admitted
Ironshore Specialty Insurance Company	013866	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 09/10/25)	A (As of 11/19/25)	Non-Admitted
Lancashire Insurance Company (UK) Limited	078390	A, Excellent; Financial Size Category 13; $1,250,000,000 to less than $1,500,000,000 (As of 11/05/25)	A (As of 12/17/25)	Non-Admitted
Landmark American Insurance Company	012619	A++, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 02/27/26)	AA+ (As of 09/24/25)	Non-Admitted
Lexington Insurance Company	002350	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 11/20/25)	AA- (As of 05/15/25)	Non-Admitted
Liberty Surplus Insurance Corporation	012078	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 09/10/25)	A (As of 11/19/25)	Non-Admitted
Lloyd's of London various syndicates	085202	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/31/25)	AA- (As of 06/02/25)	Non-Admitted
MSIG Specialty Insurance USA Inc.	003746	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 06/06/25)	A+ (As of 05/27/25)	Non-Admitted
National Fire & Marine Insurance Company	002428	A++, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 04/16/26)	AA+ (As of 09/24/25)	Non-Admitted

Alliant Property Insurance Program
2026-2027 Policy Year
Schedule of Insurers (Proposed)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of Missouri
Palms Specialty Insurance Company, Inc.	021278	A-, Excellent; Financial Size Category 10; $500,000,000 to less than $750,000,000 (As of 08/01/25)	Not Rated (As of 05/13/26)	Non-Admitted
PartnerRe Ireland Insurance Designated Activity Company	088621	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 02/13/26)	A+ (As of 01/22/26)	Non-Admitted
Pelagos Insurance Capital Underwriting Limited	093763 093764	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 04/01/26)	A- (As of 07/28/25)	Non-Admitted
QBE Capital Ltd.	071372	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/17/25)	AA- (As of 05/20/26)	Non-Admitted
SiriusPoint International Insurance Corporation (Arcadian Risk Capital (UK) Ltd.)	086396	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 04/16/26)	A (As of 04/21/26)	Non-Admitted
StarStone Specialty Insurance Company	011432	A, Excellent; Financial Size Category 13; $1,250,000,000 to less than $1,500,000,000 (As of 10/09/25)	Not Rated (As of 05/13/26)	Non-Admitted
Sutton National Insurance Company	020625	A-, Excellent; Financial Size Category 8; $100,000,000 to less than $250,000,000 (As of 1/29/26)	Not Rated (As of 05/21/26)	Admitted
Swiss Re Corporate Solutions America Insurance Corporation	001866	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 10/01/25)	AA- (As of 11/07/25)	Admitted
The Princeton Excess and Surplus Lines Insurance Co	012170	A+, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 07/17/25)	AA (As of 04/21/26)	Non-Admitted
Tokio Marine America Insurance Company	012340	A++, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 09/10/25)	A+ (As of 02/20/26)	Admitted
United Specialty Insurance Company	013105	A, Excellent; Financial Size Category 11; $750,000,000 to less than $1,000,000,000 (As of 11/21/25)	A (As of 12/10/25)	Non-Admitted

Alliant Property Insurance Program
2026-2027 Policy Year
Schedule of Insurers (Proposed)

Company	A.M. Best's I.D. #	A.M. Best's Guide Rating	Standard and Poor's	State of Missouri
Westchester Surplus Lines Insurance Company	004433	A++, Superior; Financial Size Category 15; $2,000,000,000 or Greater (As of 01/16/26)	AA (As of 01/13/26)	Non-Admitted
Westfield Specialty Insurance Company	020985	A, Excellent; Financial Size Category 15; $2,000,000,000 or Greater (As of 04/01/26)	A- (As of 02/23/26)	Non-Admitted

Disclosures / Disclaimers

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at **www.alliant.com**. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at **www.AmBest.com**. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at **www.standardandpoors.com**.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

New York Regulation 194 and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including

the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

Disclosures / Disclaimers Cont.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Declaration Limit Disclosure

Unless stated otherwise, coverage limits of liability and sub-limits of liability are shared across the Named Insured(s) designated in a single Declaration. Exceptions include:

- Terrorism coverage, if purchased by a specific Named Insured, is provided on a combined basis with a sub-limit of liability that is shared across Named Insureds covered under multiple relevant Declarations.

- Flood and Earthquake sub-limits of liability, if purchased by a specific Named Insured and except as indicated below, are dedicated by Named Insured and cannot be reduced by losses sustained by other Named Insureds.

If a single Occurrence causes direct physical loss or damage to property of multiple Named Insureds covered by the same Declaration (or all relevant Declarations as respects Terrorism coverage), it is possible that the applicable shared limit of liability or sub-limit of liability may be insufficient to fully indemnify the physical loss or damage as sustained by multiple Named Insureds.

In the event of a loss or accumulation of losses whereby the amount of loss exceeds the applicable shared limit of liability or sub-limit of liability, the recovery available will be allocated on a proportional basis among individual Named Insureds under the same Declaration (or all relevant Declarations as respects Terrorism coverage). This allocation applies until exhaustion of limits on a per Occurrence basis and on an Annual Aggregate basis (if applicable). If a Named Insured's claim reporting is delayed, such Named Insured's recovery may be reduced or eliminated.

Furthermore, any Annual Aggregate limit of liability or sub-limit that is shared across all Named Insureds covered under a particular Declaration (or all relevant Declarations as respects Terrorism coverage) may be reduced or exhausted by the prior payment of claims arising out of separate Occurrences in the same Policy Period. As a result, it is possible that there may be no remaining limit available to pay a specific Named Insured's claim under the Policy.

To the extent covered, the Annual Aggregate limits are as follows:

- Accidental Contamination
- Mold/Fungus Resultant Damage
- Terrorism
- Flood and Earthquake damage to Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts for Named Insured(s) that do not purchase optional dedicated Earthquake or Flood coverage

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at **www.alliant.com**, and contact your Alliant service team should you have any questions.

FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Disclosures / Disclaimers Cont.

NRRA

(Applicable if the insurance company is non-admitted)
The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Mergers and/or acquisition and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Loss Notification Requirements:

Your policy will come with specific claim reporting requirements. Please make sure your organization understands these obligations and time limitations which are outlined in the attached Loss Notification documents. Contact your Alliant Service Team with any questions.

Binding Requirements Recap

Required with Binding Request:

- Signed and dated Request to Bind Coverage form (below)
- Signed and dated Surplus Lines forms as required by your state and attached to this proposal*
- Signed and dated APIP Claims Reporting Acknowledgement(s) Receipt Form
- Signed and dated Terrorism Risk Insurance ACT

*- only required for coverage in the following states: AR, CA, CT, FL, KS, MA, MT, NE, NY, ND, OH, RI, WV, WY

Request to Bind Coverage

City of St. Joseph, MO

We have reviewed the proposal and agree to the terms and conditions of the coverages presented.

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers, disclosures, and loss notification requirements including exposures used to develop insurance terms, contained within this proposal.

X _____ _____

Signature of Authorized Insured Representative **Date**

_____

Title

_____

Print / Type Insured Representative Full Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. *The actual terms and conditions of the policy will prevail.*

LOSS NOTIFICATION REQUIREMENT
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)

Claim notifications need to be sent to Robert Frey, Diana Walizada and Sandra Doig. In the event this is a *Cyber* loss please include item III contact, for a *Pollution* loss please include item IV contact in addition to Alliant Insurance Services contacts.

I. During regular business hours (between 8:30 AM and 5:00 PM PST), First Notice of Claim should be reported to Alliant Insurance Services via telephone, fax, mail or e-mail to our San Francisco Office:

Robert A. Frey, RPA
Senior Vice President,
Regional Claims Director
Voice: (415) 403-1445
Email: **rfrey@alliant.com**

Diana L. Walizada, AIC, CPIW, RPA, AINS
Vice President, Claims Unit Manager
Voice:(415)403-1453
Email: **dwalizada@alliant.com**

Address: Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105
Toll Free Voice: (877) 725-7695 Fax: (415) 403-1466

II. Please be sure to include APIP's Claim Administrator as a CC on all Claims correspondence:

Sandra Doig
McLaren's Global Claims Services
Address: 18100 Von Karman Avenue, 10th Floor
Irvine, CA 92612
Voice: (949) 757-1413 Fax: (949) 757-1692
Email: **sandra.doig@mclarens.com**

III. Cyber Liability Carrier Beazley NY needs to also be provided with Notice of Claim immediately (if purchased):

Beazley Group
Address: 45 Rockefeller Plaza, 16th Floor
New York, NY 10111
Toll Free 24-Hour Hotline: (866) 567-8570
Email: **bbr.claims@beazley.com**

Donna Peterson, E-mail: **donna.peterson@alliant.com**
Address: 560 Mission Street, 6th Floor
San Francisco, CA 94105
Voice: (415) 403-1458 Fax: (415) 403-1466

IV. Pollution Liability Carrier Ironshore Specialty Insurance Company (if purchased):

Ironshore Environmental Claims CSO
Address: 28 Liberty Street, 5th Floor
New York, NY 10005
In emergency call: (888) 292-0249
Fax: (646) 826-6601
Email: **USClaims@ironshore.com**

Akbar Sharif
Claims Advocate
Address: 18100 Von Karman Avenue, 10th Floor
Irvine, CA 92612
Voice: (949) 260-5088 Fax: (415) 403-1466
Email: **akbar.sharif@alliant.com**

Please include the Insured /JPA name along with the following information when reporting claims:

- Time, date and specific location of property damaged
- A description of the incident that caused the damage (such as fire, theft or water damage)
- Estimated amount of loss in dollars
- Contact person for claim including name, title, voice & fax numbers
- Complete and return the Property Loss Notice for processing.
- Mortgagee or Loss Payee name, address, and account number

APIP Claims Reporting Acknowledgement(s) Receipt Form

The Claims Reporting Forms are being included with your packet to ensure claims reporting procedures are known and available for future reference. Please review the information. We ask that you share these critical documents with all members of your team (and Pool Members and their staffs where applicable.)

We request that you review the items indicated as attached, then complete the bottom portion, sign and submit to your Alliant Insurance Services representative either by a scanned e-mail or mail to have it be included in your insurance records.

[APIP Property Claims Reporting

☐ Cyber Claims Reporting (***this is a claims made and reported policy***) if coverage is purchased

☐ Pollution Liability Claims Reporting (***this is a claims made and reported policy***) if coverage is purchased

Acknowledgement for Claims reporting procedures under Alliant Property Insurance Programs In effect: July 1, 2026 until further notice

I have read and been informed about these separate reporting requirements under the coverage parts that apply to our entity as indicated above and provided through APIP by Alliant.

Insured Entity Name: City of St. Joseph, MO

X _____

Signature of Authorized Insured Representative

_____ _____

Title **Date**

_____

Print / Type Insured Representative Full Name:

Applicable in Arizona

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, Delaware, District of Columbia, Kentucky, Louisiana, Maine, Michigan, New Jersey, New Mexico, New York, North Dakota, Pennsylvania, South Dakota, Tennessee, Texas, Virginia and West Virginia

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In DC, LA, ME, TN and VA, insurance benefits may also be denied.

Applicable in California

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida and Idaho

Any person who Knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.*
* In Florida - Third Degree Felony

Applicable in Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

IN THE EVENT OF A

PROPERTY LOSS:

1) Follow your organization procedures for reporting and responding to an incident

2) Alert local emergency authorities, as appropriate

3) Report the incident to Alliant Insurance Services *immediately at:*

877-725-7695

All property losses must be reported as soon as practicable upon knowledge within the risk management or finance division of the insured that a loss has occurred.

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

4) Report the incident to McLarens Global Claims Services AND your Alliant representative

PROPERTY FIRST NOTICE OF LOSS FORM

SEND TO: Alliant Insurance Services, Inc.
BY MAIL: 560 Mission Street, 6th Floor, San Francisco, CA 94105
BY FAX: (415) 403-1466
BY EMAIL: rfrey@alliant.com AND dwalizada@alliant.com
Carbon Copy APIP Claims Administrator: sandra.doig@mclarens.com and your Alliant representative

Today's Date: _____

Type of Claim: (check all that apply)

☐ **Real Property** ☐ **Vehicles**

☐ **Personal Property** ☐ **Other**

Insured's Name & Contact Information

Insured's Name:_____ Point of Contact:_____

Address:_____

Phone #:_____ Email Address:_____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims Point of Contact: Robert A. Frey & Diana L. Walizada

Address: 560 Mission Street, 6th Floor, San Francisco, CA 94105

Phone #: 877-725-7695 Fax #: 415-403-1466

Policy Information

Reference Number: APIP2026 (Dec 05) Policy Period: July 1, 2026- July 1, 2027

Limits of Liability: _____per_____agg Self-Insured Retention/Deductible: _____

Loss Information

Date of Incident/Claim: _____ Location:_____

Description of Loss: _____

_____

Please list all attached or enclosed documentation: ☐(check if none provided) _____

_____

Name of Person Completing This Form:_____Signature:_____

Per the Master Policy Wording, Section IV General Conditions;

L. NOTICE OF LOSS

In the event of loss or damage insured against under this Policy, the Insured shall give notice thereof to ALLIANT INSURANCE SERVICES, INC., 560 Mission Street, 6th Floor, San Francisco, CA 94105. TEL NO. (877) 725-7695, FAX NO. (415) 403-1466 of such loss. Such notice is to be made as soon as practicable after the inception of loss.

POLLUTION LIABILITY

IN THE EVENT OF AN

ENVIRONMENTAL EMERGENCY:

1) ***Follow your organization procedures for reporting and responding to an incident***

2) ***Alert local emergency authorities, as appropriate***

3) ***Report the incident immediately at:***

888-292-0249

4] Report the incident to Alliant

Akbar Sharif
Claims Advocate
949-260-5088
415-403-1466 – fax
akbar.sharif@alliant.com

Be prepared to give basic information about the location and nature of the incident, as well as steps which have been taken in response to the incident.

DO follow your organization's detailed response plan
DO contact your management as well as appropriate authorities
DO ensure anyone who could come in contact with a spill or release is kept away

DO NOT ignore a potential spill or leak
DO NOT attempt to respond beyond your level of training or certification

SEND TO: IRONSHORE ENVIRONMENTAL CLAIMS CSO

BY MAIL: 28 Liberty Street, 5th Floor, New York, NY 10005

BY PHONE: (888) 292-0249

BY FAX: (646) 826-6601

BY EMAIL: USClaims@ironshore.com

CC Alliant Insurance: akbar.sharif@alliant.com and your Alliant Representative

Today's Date: _____

Notice of: (check all that apply)

☐ **Pollution Incident** ☐ **Potential Claim** ☐ **Other _____**

☐ **Third-Party Claim** ☐ **Litigation Initiated**

Insured's Name & Contact Information

Company Name: _____ Point of Contact: _____

Address: _____

Phone #: _____ Email Address: _____

Broker/Agent's Name & Contact Information

Company Name: Alliant Insurance Services - Claims Point of Contact: Akbar Sharif

Address: 18100 Von Karman Ave., 10th Floor, Irvine, CA 92612

Phone #: 949-260-5088

Policy Information

Policy Number: Policy Period: July 1, 2026- July 1, 2027

Limits of Liability: _____ per _____ agg. Self-Insured Retention/Deductible _____

Loss Information

Date of Incident/Claim: _____ Location: _____

Claimant Name/Address: _____

Description of Loss: _____

_____

Please list all attached or enclosed documentation: ☐(check if none provided) _____

_____

Name of Person Completing This Form: _____ Signature: _____



PROPERTY INSURANCE PROGRAM FOR PUBLIC ENTITIES

PUBLIC ENTITY

The property public entities oversee are incredibly diverse and complex. Because of this, Alliant created the Alliant Property Insurance Program (APIP) to give public entities across the country access to thoughtful insurance solutions and price stability through APIP's group purchasing power. This strength is fueled by APIP's nearly 10,000 covered entities in 36 states and $684 billion in total insurance values (TIV). APIP is among the largest property placements worldwide.

This strength is fueled by APIP's nearly 10,000 covered entities in 36 states and $684 billion in total insurance values (TIV).

Exclusive price controls, innovative program design, and responsive service APIP coverage is significantly broader and typically 10% to 20% less expensive than similar placements offered by competitors. **The program offers per occurrence limits up to $1.25 billion.** APIP's size gives insureds competitive pricing and access to large earthquake, flood, and wind limits with a carefully managed spread of risk.

In addition, APIP insureds can count on getting their claims paid in a timely manner. Highly rated global insurers and reinsurers with minimum AM Best rating of A- category VII provide coverage that includes:

- Per occurrence limits up to $1.25 billion
- Broad insuring agreements
- Coverage for all property of every description of an insurable nature both real and personal of the insured
- Coverage for property of others in the care, custody, or control of the insured for which the insured is liable wherever located in the United States
- Replacement costs for physical damage, including comprehensive and collision damage as an option for automobiles
- Automatic acquisition of new locations which allows entities to grow without having to wait for underwriting approval
- Blanket fine arts coverage (if scheduled)
- Municipal bond and tax revenue interruption coverage
- Course of construction coverage including delay in start-up
- Property appraisals for all real property over $5 million
- Boiler and machinery coverage
- Access to Alliant's proprietary Alliant Connect software system, the program provides property schedules, claims, vendor certificates, and places certificate requests online. It allows clients to update their property locations, report a claim, or request a certificate of insurance.

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Coverage for Boiler and Machinery

APIP includes coverage for boilers and machinery with limits up to $100 million. Established boiler and machinery authorized inspection agencies are used for both jurisdictional and consultative services. This ensures you receive board-certified engineering expertise in machinery, equipment, elec¬tronics, and HVAC through a nationwide field network.

To manage a wide range of critical exposures, the program also provides our clients with electrical loss prevention surveys, infrared thermography, industry and technical consultation, a key account service plan, transformer oil gas analysis, boiler operation and maintenance training, and boiler and pressure vessel inspection services for non-code vessels (and vessels located in jurisdictions that do not require inspections).

Environmental Risk Coverage

Our team of dedicated underwriters has exten¬sive experience in environmental risk and a strong understanding of the unique needs of public entities. To protect your organization from the catastrophic impacts environmental liabilities can have on the physical and financial infrastructure of an organiza¬tion, APIP insureds receive first and third party pollution protection against the broad range of environmental risks facing public entities. This coverage includes premises, covered operations, transporta¬tion, bodily injury/ property damage from pollution conditions, pollution clean-up, mold, and both above-ground storage tanks (ASTs) and underground storage tanks (USTs)coverage.

Cyber Risk Coverage

Cyber liability looms larger than ever and coverage against it is essential to protect the health of your organization. As an APIP insureds, our cyber risk specialists will help you assess expo¬sures that threaten your organization, and deliver first and third party coverage to match your risk profile to shield your agency from the ever-changing world of technology-related risks.

The Alliant Advantage

The Alliant public entity team is comprised of 150 professionals with targeted expertise servicing a broad range of public entities throughout the U.S. We ensure that our clients have access to time-tested expertise and powerful risk resources regardless of location.

ABOUT ALLIANT INSURANCE SERVICES

Alliant Insurance Services is one of the nation's leading and fastest growing distributors of diversified insurance products and services. In the face of increasing complexity, our approach is simple: bring on the best people and invest more deeply in the industries and clients we serve. We operate through a network of specialized national platforms and regional offices to offer a comprehensive portfolio of services to our clients. Our goal is to ensure that they get the most innovative products—and the most innovative thinking—in the industry. **www.alliant.com**

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Risk Control and Safety Services

Helping public entities take a stand against the unexpected

In the public sector, the possibility of an accident or loss always looms large. Unannounced and indiscriminate, these incidents can unleash a wave of lost productivity, damaged property, and significant legal and medical expenses that can impact your organization for years.

It's true, these incidents happen all the time. But do they have to?

Alliant works hand-in-hand with public entities across the nation, delivering meticulous analysis and actionable strategies that reduce costly accidents and losses. We'll leverage the full strength of our technological and intellectual resources to deliver sophisticated solutions that enhance safety, increase productivity, and reduce insurance costs.

Power Through Prevention

Our mission is simple. We aim to prevent costly accidents and losses before they can play havoc with your organization. Underlying this commitment is an extensive infrastructure of people, ideas, and resources, all working together to protect your organization. When you work with Alliant, you unlock access to:

- A nationwide network of highly experienced consultants who understand the risks and regulatory climate of your particular market.
- Risk professionals averaging 15 years of experience with a range of certifications and credentials.
- Alliant's extensive library of educational materials, safety resources, and webinars.
- The power and resources of one of the nation's largest specialty insurance and risk management organizations.
- Time-tested methods and expertise that consistently yield lower loss ratios, and in turn, lower insurance costs.
- People who understand your business, its risks, and how they affect your long-term success.

Get the "Big Picture" on Risk Control

We believe that effective risk control is not simply a series of tactics but a hub of interconnected strategies bound together by an ambitious, "big picture" perspective. To achieve this, we combine the following best-in-class services tailored for each of our clients.

Comprehensive Risk Assessment

- Loss analysis
- Operational assessment
- Stakeholder interviews
- Risk impact modeling
- Contract review
- Strategic planning

Critical Success Factors

- Personalize critical success factors
- Develop dashboard tools
- Align solutions with operational and risk goals
- Enterprise risk management

Implement Solutions

- Fire and life safety
- Casualty and workers' compensation
- Regulatory compliance
- Environmental
- Ergonomics and IH
- Fleet safety
- Behavioral safety

Monitor Results

- Monitor and adjust solutions
- Quantify value of outcomes
- Communicate success and improvement opportunities

It's Your Choice. And It's an Important One.

Your charge is twofold: to protect your organization and secure its success. Working with a risk consultant can help you achieve both of these objectives, but you must choose the right partner for your organization. How to find the right fit? Make sure your consultant has:

- In-depth experience handling risks in your industry.
- Vast resources at their disposal and the availability to handle the job when and how you need it.
- The courage to tell you what you need to know, not what you want to hear.
- The support of a team of experts to assist in areas like regulatory citation, claims handling, and litigation.

These exemplify the Alliant approach to risk control and guide all of our actions as we seek to protect our clients from ever-shifting risks.

Key Services

- **On-site hazard/risk assessments:** We perform an in-depth audit of your organization, identifying key areas of liability exposure, followed by detailed findings and recommendations.
- **Ergonomics:** To help reduce workers' compensation costs, we provide engineering and administrative solutions that address core ergonomic issues; then we work with your team to build a self-sustaining risk improvement process through workplace studies, office evaluations, and ongoing training and education.
- **Industrial hygiene:** Our consultants will anticipate, identify, evaluate, and recommend control strategies for chemical or biological hazards that may cause work-related illnesses.
- **Fleet safety analysis:** Our research-based transportation safety programs include full safety assessments, fleet training, accident investigation, and other regulatory audits.
- **General liability:** We help to prevent accidents, reduce injuries, and control insurance costs by pinpointing and mitigating risk to the public.
- **Training services:** Knowledge is power, and we offer a full range of educational resources customized for your organization. This includes a high-impact webinar series.
- **Fire system evaluation:** We analyze the adequacy of your system and then provide recommendations for ongoing maintenance and testing.
- **Risk assessment:** We quantify your exposures by providing C.O.P.E. (construction, occupancy, protection, and exposure) along with natural catastrophe data, risk quality ratings, recommendations, and facility programs.
- **Loss estimates:** Our team can provide customized estimates that cover machinery, equipment, earthquake, wind, or flood in probable maximum loss (PML) and maximum feasible loss (MFL) formats.
- **Business interruption analysis and continuity planning:** We assist you in assessing the risk of a disaster on company operations and identifying its potential impact on your business, suppliers, and customers; and provide a disaster action plan.
- **Infrared and ultrasonic testing:** These important tests detect electrical problems and other critical loss exposures using highly sophisticated diagnostic technologies to prevent unscheduled maintenance, reduce operational interruptions, and improve energy usage.
- **Risk management center:** This web-based risk reduction platform allows you to reduce risk and enable employee safety by creating an effective human resources and risk management program.

2026-27 RISK CONTROL TRAINING SERIES

Alliant Property Insurance Program

Alliant's goal is aimed at educating our clients in protection and occupational safety and health. Our new series is offered to all clients at no additional cost. Click on the title to register.

DATE	WEBINAR TITLE - DETAILS
August 12, 2026	**Civil Unrest and Property Protection – How preparing your property protection plan can help reduce negative outcomes** Civil unrest can put your properties at risk if you are not prepared. A strong property protection plan can help reduce damage and limit disruption when events escalate. In this webinar, we will walk through practical and proactive steps to strengthen your plan and better protect your assets during periods of unrest.
September 9, 2026	**Artificial Intelligence in Environmental Health & Safety** Artificial Intelligence is rapidly reshaping Environmental Health and Safety. In this webinar, we cut through the hype to explore how AI can predict risks, enhance workplace safety, and simplify compliance, while also looking at the real-world challenges, from data quality issues to privacy concerns and over-reliance on automation. Join us for a balanced and practical conversation about how to use AI responsibly to drive smarter decisions, safer workplaces, and sustainable results.
October 14, 2026	**The Value of Drone Technology in Property Inspections** Drone technology is transforming inspections by delivering faster results while significantly improving safety. What once required time-consuming, high-risk roof and building assessments can now be done efficiently from the ground. Its value extends well beyond inspections. Drones are increasingly used across property management for stormwater monitoring, erosion assessment, and wildfire risk management, expanding both visibility and control. Hear how industry experts are advancing drone technology and integrating it into everyday operations.
November 12, 2026	**Wildfire** Alliant has partnered with Guardian Ember Defense to advance innovative wildfire mitigation strategies. In this webcast, we break down our approach and sit down with seasoned wildfire professionals who bring more than 30 years of frontline experience battling wildfires across Canada. Join the conversation to gain real-world insight into what works, what is changing, and how to better prepare for growing wildfire risk.
December 9, 2026	**FEMA: Responding to Cat 4/5** Planning for a catastrophe can be the critical difference in a successful recovery and resuming operations following an event. Navigating FEMA regulations, guidelines and documentation is complex. We will break it down for you and shine some light on what can be a daunting experience.
January 13, 2027	**The Importance of High-Frequency Building Inspections and Why You Are NOT Doing Them.** Relying on compliance-driven inspection policies can leave critical shortfalls when it comes to protecting your property. Learn how to incorporate higher-frequency building inspections into already existing maintenance programs, or how to build your own high-frequency inspection program from your existing personnel resources!
February 10, 2027	**Property Protection through Proactive Care** Alliant conducts hundreds of property loss control surveys each year, giving us a strong view of where risks show up and where things are often missed. In this webcast, specialists from our Property Risk Control team share what they see in the field and what it means for your organization. They'll cover the key pieces of a comprehensive property conservation plan and highlight the details that are often overlooked.
March 10, 2027	**Managing Your Construction Site** We'll be interviewing a construction specialist on common substandard practices and processes in project findings of owner-controlled construction projects.
May 12, 2027	**Have you considered the thermal runaway exposure at your campus?** Have you considered the risk of thermal runaway on your campus? Join us for a closer look at both the obvious and often overlooked exposures that exist across modern campuses today. We'll cover where these risks tend to surface, why they are frequently missed, and what steps you can take to better identify and manage them.
June 9, 2027	**Business Continuity: Why you need to plan contingencies and the impact of not having one** Business continuity planning is not optional. Without a clear plan in place, even minor disruptions can turn into major setbacks. A strong COOP keeps operations moving and reduces the impact of unexpected events. This webcast breaks down why contingency planning matters, what's at risk without it, and how to start building a practical, comprehensive plan. Join us for practical takeaways to strengthen preparedness, reduce disruption, and keep operations running smoothly.

All training sessions begin at 10:am PT and are approximately 60 minutes. Questions? Contact us at riskcontrol@alliant.com

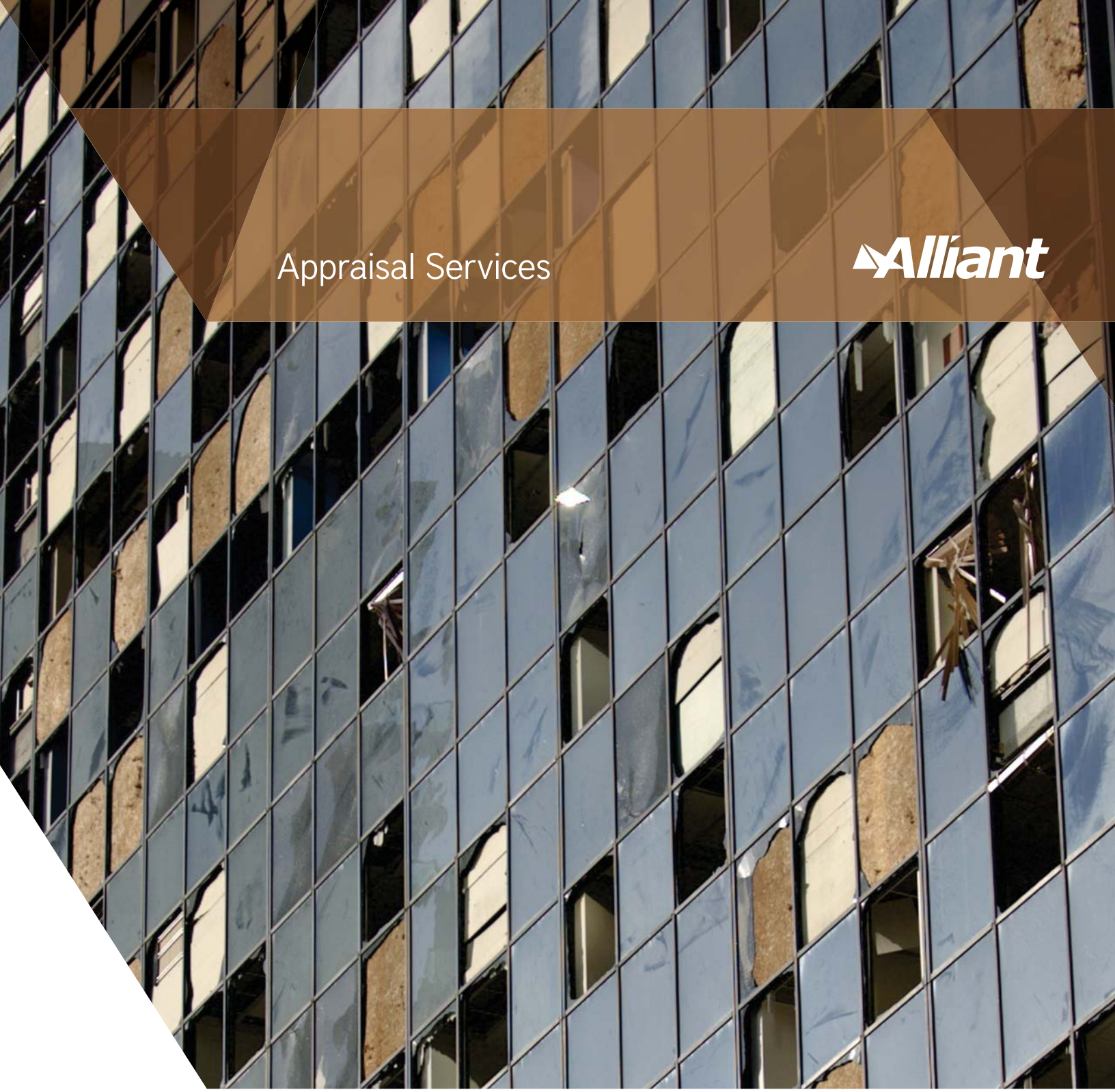
About Alliant Insurance Services

Alliant Insurance Services is one of the nation's leading and fastest growing distributors of diversified insurance products and services. In the face of increasing complexity, our approach is simple: bring on the best people and invest more deeply in the industries and clients we serve. We operate through a network of specialized national platforms and regional offices to offer a comprehensive portfolio of services to our clients. Our goal is to ensure that they get the most innovative products—and innovative thinking—in the industry.

alliant.com

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First Vice President
Risk Control Consulting
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TLeech@alliant.com

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Appraisal Services

AFTER A PROPERTY LOSS YOU DON'T NEED ANOTHER UNPLEASANT SURPRISE

Suffering a property loss is bad enough without discovering the property was under-valued and you won't recover enough to replace or restore it. The reason for your dilemma: an inaccurate or poorly documented appraisal of the property that created a false sense of security that you were fully covered for the loss.

Appraisal Services

If your assets are undervalued, or the values cannot be defended, the replacement costs paid by your insurance carrier will not adequately cover your losses. To ensure that commercial and public sector organizations do not face this kind of unpleasant surprise, Alliant Appraisal Services provides clients with accurate, fully documented appraisals they can trust.

Each property valuation is conducted by a licensed, experienced real estate appraiser who utilizes valuation techniques that conform to the federal reporting requirements of the Uniform Standards of Professional Appraisal Practice (USPAP). To ensure accuracy, all appraisals are submitted for peer review.

CLIENT BENEFITS

Clients benefit from our appraisals in a variety of ways, including:

- Identifying inaccuracies in value based on occupancy or building characteristics
- Identifying inaccuracies in square footage, which impacts value
- Updating values to include building additions and renovations and to capture buildings not previously recorded
- Flagging demolished, relocated, or out-of-service structures, thereby reducing insured value
- Documenting and updating COPE (Construction, Occupancy, Protection, Exposures) data, which may help to lower premiums
- Collecting additional data as requested, including secondary earthquake characteristics and GPS coordinates

COMMERCIAL APPRAISALS

The depth and diversity of our commercial appraisal knowledge and experience set Alliant Appraisal Services apart from other consultants. Besides our own vast knowledge base, we are able to capitalize on our access to Alliant's vast nationwide appraisal and cost databases to meet specialized appraisal needs for nearly every type of commercial client.

In addition to appraising income-producing real property—including industrial, office, multifamily, and commercial—we have extensive expertise in appraising such unique assets as medical facilities, entertainment venues, hospitality sites, construction equipment, and power generation plants, to name only a few.

PUBLIC ENTITY APPRAISALS

Establishing accurate replacement values for such public sector assets as infrastructure, public facilities, and specialized equipment requires extensive knowledge of both the type of public entity and type of property. Among the unique public assets we appraise are water distribution systems, sewage treatment facilities, power generation plants, medical treatment facilities, school gymnasiums, fire-fighting equipment, communication towers, roadways, bridges, and many others.

REPORT FORMATS

Our appraisal reports can be customized to a client's particular requirements, ranging from a spreadsheet that summarizes key data to standalone reports for each asset. Clients can be confident that our appraisal reports will be consistent and supported by reliable market data.

ALLIANT INSURANCE SERVICES: THE PARTNER YOU DESERVE.

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant provides property and casualty, workers' compensation, employee benefits, surety, and financial products and services to more than 26,000 clients nationwide.

www.alliant.com

CONTACT
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Appraisal Manager
949 260 5033
lcarlisle@alliant.com

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A Munich Re company

HSB: Your Inspections Provider

Alliant Specialty Insurance Services, Inc.

HSB, part of Munich Re, is a technology-driven company built on a foundation of specialty insurance, engineering and technology, all working together to drive innovation in a modern world.

Update from HSB

Assisting you in completing your inspection in a timely manner

As your equipment breakdown insurer, HSB conducts jurisdictional boiler and pressure vessel inspections as required by law. These inspections normally do not require a lot of your time. The inspection is typically visual and requires operating and safety controls testing among other items. We then notify the jurisdiction of our inspection, reducing the need for our customer's involvement in this process.

Our goal is to proactively ensure your jurisdictional commitments are met on time with minimal involvement on your part other than scheduling these inspections.

Please contact us at 1-800-333-4677 well ahead of your certificate expiration dates to schedule inspections. Once we have your equipment information entered into our database, our inspector or scheduling department may also contact you prior to the due date of the inspection. Depending on the classification of business, we may visit the location unannounced to complete the inspection, minimizing any scheduling inconvenience to your business.

The inspection frequency on the equipment is determined by the jurisdiction. For example, high-pressure boilers may require a semiannual inspection, low-pressure boilers an annual inspection, and pressure vessels every two, three or five years.

Our inspector completes the inspection and sends the inspection report to the jurisdiction. In most cases, the jurisdiction will issue you the certificate with an expiration date.

If conditions requiring corrections are identified, HSB will send a Loss Prevention Report (LPR) to you. All Code recommendations must be completed, and in most cases, a re-inspection must be completed before the jurisdiction will issue the certificate. You must contact our Inspection Hotline at 1-800-333-4677 to schedule this re-inspection. For all other recommendation categories (Advisory, Priority, Critical), the inspector will follow up with you at the next scheduled inspection visit. Our Valley Forge Tech Support Unit may follow up with you on the status of Priority and Critical recommendations shortly after the LPR is sent out.

We encourage you to build a relationship with your HSB inspector. Our goal is to form and build lasting relationships with you, our customer. Highlights of our service include:

- HSB's inspection model provides the utmost in customer service.
- There are over 60 different jurisdictional laws that affect our equipment breakdown customers.
- Loss Prevention Reporting is a key component of our Inspection Services Model.
- Many dedicated personnel at HSB you can contact:
  - General questions: www.hsb.com or the Customer Solutions Center (CSC) at (800) HSB-1866.
  - Two ways to schedule an inspection: HSB Inspection Hotline at (800) 333-4677 or e-mail, NSCINSP_HOTLINE@hsb.com.

Please identify yourself as:

- You are with the APIP account
- Your Broker is Alliant

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01139-CC (revised 4/2023)

Resolution No.

BILL# 168-26
A RESOLUTION ADOPTING AND APPROVING ALL ASPECTS PERTAINING TO THE CITY OF ST. JOSEPH IN BUCHANAN COUNTY'S 2027 MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN WITH THE INTENT TO WORK TOWARD BECOMING A SAFER COMMUNITY.

Whereas, the City of St. Joseph recognizes that no community is immune from natural hazards, whether it be tornado/severe thunderstorm, flood, severe winter weather, drought, heat-wave, earthquake, dam failure, or wildfire, and recognizes the importance of enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

Whereas, the City of St. Joseph may have previously pursued measures such as building codes, fire codes, floodplain management regulations, zoning ordinance, and storm-water management regulations to minimize the impact of natural hazards; and

Whereas, the Federal Emergency Management Agency and the State Emergency Management Agency have developed a natural hazard mitigation program that assists communities in their efforts to become Disaster-Resistant Communities which are sustainable communities after a natural disaster that focus not just on disaster relief, but also on recovery and reconstruction that brings the community to at least pre-disaster conditions in an accelerated, orderly, and preplanned manner; and

Whereas, by participating in the Natural Hazards Mitigation Program, St. Joseph will be eligible to apply for post-disaster mitigation funds; and

Whereas, St. Joseph desires to commit to working with government partners and community partners to implement the Natural Hazards Mitigation Plan; and

Whereas, St. Joseph will implement pertinent precepts of the mitigation plan by incorporation into other community plans and mechanisms where appropriate; and

Whereas, St. Joseph will participate in the evaluation and review of the Plan after a disaster as well as complete mandated five-year updates submitted to the State Emergency Management Agency and the Federal Emergency Management Agency for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the Council of the City of St. Joseph, Missouri, hereby adopts and approves all aspects pertaining to the City of St. Joseph in Buchanan County's 2027 Multi-Jurisdictional Natural Hazard Mitigation Plan, a copy of which is on file in the office of the City Clerk and incorporated herein by reference, for the purpose of building a safer community by reducing natural hazard vulnerability.

Section 2. That all ordinances and resolutions or parts of ordinances and resolutions that conflict herewith be, and hereby are, repealed.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: Fire Department

Purpose: To adopt and approve all aspects pertaining to the City of St. Joseph in Buchanan County's 2027 Multi-Jurisdictional Natural Hazard Mitigation Plan for the purpose of building a safer community by reducing natural hazard vulnerability.

Remarks: The Federal Emergency Management Agency (FEMA) and the State Emergency Management Agency (SEMA) have developed a natural hazard mitigation program that assists communities in their efforts to become Disaster-Resistant Communities which are sustainable communities after a natural disaster that focus, not just on disaster relief, but also on recovery and reconstruction that brings the community to at least pre-disaster conditions in an accelerated, orderly, and preplanned manner. By participating in the Natural Hazards Mitigation Program, St. Joseph will be eligible to apply for post-disaster mitigation funds. St. Joseph will implement pertinent precepts of the mitigation plan by incorporation into other community plans and mechanisms where appropriate. St. Joseph will participate in the evaluation and review of the Plan after a disaster as well as complete mandated five-year updates submitted to the State Emergency Management Agency and the Federal Emergency Management Agency for review and approval.

The project reflects the following action items in the City's strategic plan:

1. Maintain & Enhance City Assets: Identify new federal and state funding sources to help maintain and upgrade necessary city infrastructure and conduct a cost/benefit analysis to determine prioritized improvements.
2. Ensure Fiscal Responsibility: Budget accurately and stay within our own budget.
3. Create a Clean & Vibrant City: Continue to keep city properties clean and well maintained and properly maintain exteriors of city-owned buildings to ensure they are safe and functional.

Resolution No.

BILL# 169-26
A RESOLUTION AFFIRMING THE SUBMISSION OF A GRANT APPLICATION TO THE NORTHWEST MISSOURI COALITION FOR ROADWAY SAFETY FOR THE "I'M A SAFE DRIVER" PROJECT.

Whereas, the St. Joseph Police Department provides traffic enforcement, roadway safety education, and public safety services throughout the City of St. Joseph; and

Whereas, the Northwest Missouri Coalition for Roadway Safety announced the availability of grant funding for projects intended to reduce traffic injuries and fatalities through education, awareness, and roadway safety initiatives; and

Whereas, due to the limited application period and grant submission deadline, the St. Joseph Police Department submitted a grant application for the "I'm a Safe Driver" project in order to ensure timely consideration for funding; and

Whereas, the St. Joseph Police Department submitted a request for grant funding in the amount of Five Thousand Dollars ($5,000.00), with the City providing an in-kind match through personnel time, participation, and related departmental resources associated with the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the City Manager, or his designee, on behalf of the City of St. Joseph be, and hereby is, authorized to execute and file a Show-Me-Zero grant application to the Northwest Missouri Coalition for Roadway Safety for the Northwest Missouri Coalition for Roadway Safety 2026-2027 Show-Me-Zero grant in the amount of $5,000.00 to reduce traffic injuries and fatalities, and that a true and accurate copy of said grant application is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the submission of a grant application to the Northwest Missouri Coalition for Roadway Safety for the Show-Me-Zero 2026-2027 grant in the amount of $5,000.00 to reduce traffic injuries and fatalities be, and hereby is, affirmed.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $5,000.00
Account Number:

Explanation to Council Bill
Originating Department: Police

Purpose: To formally affirm the prior submission of a grant application by the St. Joseph Police Department to the Northwest Missouri Coalition for Roadway Safety for the “I’m a Safe Driver” project.

Remarks: The Northwest Missouri Coalition for Roadway Safety opened the 2026–2027 grant application process with a limited submission period requiring timely action by applicants. In order to meet the grant deadline and preserve eligibility for funding consideration, the St. Joseph Police Department submitted the application prior to formal City Council consideration. The grant application identifies the “I’m a Safe Driver” project as a community project/event initiative with a proposed project period beginning in September 2026 and concluding in April 2027. Approval of this resolution formally affirms the submission of the application, acknowledges the City’s in-kind match commitment, and authorizes execution of all related grant documents should funding be awarded.

The project reflects the following action items in the City's strategic plan:

1. Build Community Connections: Continue and further develop community outreach programs with public safety departments.

Northwest Missouri Coalition for Roadway Safety 2026-27 Grant Application

All grant applications must be received by the close of business on

Wednesday, June 10, 2026

Please complete the application below to apply for Northwest Missouri Coalition for Roadway Safety grant funds.

Show-Me-Zero

Downloadable Grant Guidelines: NWMCRS Grant Guidelines | Missouri Department of Transportation

Overview

The Northwest Coalition for Roadway Safety offers grants to support local projects that reduce traffic injuries and fatalities. Eligible projects may include safety equipment, educational outreach, or enforcement tools focused on:

- Occupant protection (e.g., seat belts, child safety seats, bicycle helmets)
- Reducing impaired driving
- Reducing speeding and aggressive driving
- Reducing distracted driving

Grant funds are through reimbursement only. You must have an updated vendor account with MissouriBUYS.

Eligibility

Applicants must serve or benefit the Northwest Missouri MoDOT region. Eligible applicants include:

- Local governments
- Law enforcement agencies
- Schools
- Nonprofits
- Health departments
- Community group

Funding

Grant requests may not exceed $5,000. Matching funds (cash or in-kind) are encouraged but not required.

Application Requirements

Applications must include the following forms (provided by the coalition):

1. Signed Agency Authorization Form
2. Project Timeline
3. Budget
4. Copy of your agency's seat belt/occupant protection policy

The program must address at least one of the emphasis areas identified in the Show-Me Zero strategic highway safety plan. These include occupant protection, distracted driving, speed and aggressive driving and impaired driving. Projects must clearly align with at least one Show-Me Zero emphasis area. List only the factor(s) directly addressed by your project. For example: A "Safe Rides Home" voucher program that provides free rides after local festivals targets Impaired Driving—so "Impaired Driving" is the only emphasis area you would list unless your project also includes a direct component addressing another factor. More information about the emphasis areas can be found at: https://www.savemolives.com/mcrs/show-me-zero.

Incomplete applications will not be reviewed.

Application Requirements

REIMBURSEMENT: All Northwest Missouri Coalition for Roadway Safety grant funds are reimbursements only. Funds will not be distributed without an invoice on the submitting organization's letterhead following purchase or event completion and a paid receipt and/or proof of purchase that matches the description submitted through this grant application. All reimbursements will be made to the submitting organization ONLY. All awarded funds must be spent and reimbursement requested (with accompanying paperwork) by May 31, 2027.

FOLLOW UP: After reimbursement, your group is encouraged to present to the Northwest Missouri Coalition for Roadway Safety regarding the grant and the impact your group's efforts have had in your target area, especially in the emphasis and focus areas noted on your application. All grant recipients are encouraged to attend the Northwest Missouri Coalition for Roadway Safety meetings, held six times a year (virtual meetings are included). Grant applications are scored in part based on regular attendance of meetings and active membership.

PRINTING: This application must be printed prior to submission due to formatting issues.

Questions

For questions, please contact NWMCRS Vice Chair Max Schieber at 816-236-1471 or mschieber@stjosephmo.gov.

Agency and Contact Information

Program/Project/Event Name*

I'm a Safe Driver

This should be specific. For example: Bicycle Rodeo, Safety Town, Project Graduation, High School Traffic Safety Fair, Driver's Education Program, Walk To School Safety Program, etc.

Organization Name*

St Joseph Missouri Police De

Name of organization submitting this grant application and to whom reimbursements will be made, if approved.

Contact Name*

Contact Name*

Patrick First Name

Zeamer Last Name

Address*

501 Faraon St Address Line 1

Address Line 2

SAINT JOSEPH City

State

64501 ZIP Code

Phone*

(816) 271-5359

Email*

pdzeamer@stjosephmo.gov

What type of services do you offer within your jurisdiction (law enforcement, training, etc)?*

The St. Joseph Police Department provides a wide range of public safety services within the City of St. Joseph as well as assistance to surrounding agencies through mutual aid agreements. Services provided include, but are not limited to:

Patrol operations and emergency response
Traffic enforcement and crash investigation
Criminal investigations
Drug enforcement and narcotics investigations

Please provide an overview of your agency's jurisdiction (population, geographic location, etc.).*

The St. Joseph Police Department has primary law enforcement jurisdiction within the corporate city limits of St. Joseph, located in Missouri along the Missouri River in the northwestern portion of the state. The department serves a population of more than 70,000 residents and patrols approximately 46.5 square miles divided into nine patrol districts.

353/1000

Organization's Safe Driving Policy *

Maximum files uploaded
Max file size: 10 MB
GO 0014 Standard Police Vehicle Operations.docx
(41.76 KB)

Does your Safe Driving Policy include the following:

Does your Safe Driving Policy include the following:

- [x] Cell Phone Policy
- [x] Seat Belt Policy

Agency Authorization Form

Agency Authorization Form - Copy

Maximum files uploaded
Max file size: 10 MB
195107076_agency_aithorization_form.pdf
(34.72 KB)

Project Information

Please indicate the nature of this project *

Please indicate the nature of this project Required field

- ( ) Equipment Purchase
- ( ) Overtime/Staffing
- (•) Community Project/Event/Sponsorship
- ( ) Training
- ( ) Other

Is the equipment to be purchased an upgrade for existing equipment or additional equipment?

Is the equipment to be purchased an upgrade for existing equipment or additional equipment?

- ( ) Yes
- (•) No
- ( ) Other

If you answered Other, please explain.*

When will your project start?*
September 2026
When will your project end?*
April 2027

Sample Timeline

Timeline Form (Please download, complete the form, **save to your computer**, then attach to application)

Project Timeline*

Maximum files uploaded
Max file size: 10 MB
195107085_project_2026-2027_timeline_sheet.pdf
(163.75 KB)

Please upload a project timeline in table format.
Requested Funds*
$ 5000.00

Budget Example

Budget Form (Please download, complete the form, **save to your computer**, then attach to application)

In-Kind Match (Approx. Hours/Wages/Materials)

Maximum files uploaded
Max file size: 10 MB
195107089_budget_sheet.pdf
(115.34 KB)

Please upload in-kind match documentation using the budget form.
Project Budget*

Maximum files uploaded
Max file size: 10 MB
195107090_budget_sheet.pdf
(115.34 KB)

Please upload the provided budget form (Budget Form link above)
Description - Match (Cash and/or In-Kind)

Use this section to further explain any In-Kind Match, if necessary.
Total Project Cost*
$ 9753.38
Including in-kind, cash match and other funding sources.
Is Project Partially Funded by Other Grants or Other Funding Sources?
No
Please explain.
Can This Project be Partially Funded by Blueprint Grant Awards?
No
Please explain.

Project Justification

Please refer to Show Me Zero Plan to complete the Project Justification section of the application.

Please list what emphasis area is addressed and explain

Emphasis Area I - Occupant Protection (Page 17)

Emphasis Area I - Occupant Protection (Page 17)

- [x] Yes
- [ ] No

Show Me Zero Plan

Emphasis Area II - Distracted Driving (Page 20)

Emphasis Area II - Distracted Driving (Page 20)

- [x] Yes
- [ ] No

Show Me Zero Plan

Emphasis Area III - Speed and Aggressive Driving (Page 22)

Emphasis Area III - Speed and Aggressive Driving (Page 22)

- [x] Yes
- [ ] No

Show Me Zero Plan

Emphasis Area IV - Impaired Driving (Page 24)

Emphasis Area IV - Impaired Driving (Page 24)

- [x] Yes
- [ ] No

Show Me Zero Plan

Which of the following approved strategies will be utilized in your program? *

Which of the following approved strategies will be utilized in your program? Required field

- [ ] Families and Individuals
- [x] Businesses and Corporations
- [x] Schools
- [ ] Civic Organizations and Community Groups
- [ ] Counties and Cities
- [x] Law Enforcement Agencies
- [ ] Prosecutors and Courts
- [ ] Healthy Professionals, Providers and Emergency Responders
- [ ] Public Works and Engineering Departments
- [ ] Metropolitan and Regional Planning Organizations
- [ ] State Officials and State Agencies

https://www.savemolives.com/mcrs/strategies

Please explain in detail how the strategy applies to your program.

The “I’m A Safe Driver” program utilizes a comprehensive traffic safety strategy built around the principles of education, enforcement, prevention, and positive reinforcement to influence teen driving behavior. The program was developed by the St. Joseph Police Department with the understanding that young drivers are among the highest risk groups for traffic crashes due to inexperience, distractions, speeding, impaired driving, and inconsistent seat belt use. By

999/1000

Project Summary *

The “I’m A Safe Driver” program was launched by the St. Joseph Police Department in the fall of 2007 as a proactive effort to encourage safe driving habits among teen drivers in the community. The program was originally introduced at the local high schools within St. Joseph including Benton High School, Bishop LeBlond High School, Central High School, Lafayette High School, and St. Joseph Christian School. Due to the success of the program and the positive impact

2381/10000

(Please provide information on why your project should receive funding through the Blueprint for Roadway Safety Grant program. Clearly identify the goals and objectives of the program. What is the project's purpose and/or intent? How will the success of the program be measured? Additional points may be awarded for sustainability, quality, inventiveness, experience, and focus on special needs.)

Please indicate the location of your project.*

Please indicate the location of your project. Required field

- [ ] District-wide (all 20 counties)
- [ ] Multi-County (two or more)
- [x] County-wide (one county only)
- [ ] Community-wide (one city/town)
- [ ] Multiple Cities (two cities or more)

Please list specific area served

High Schools in City of St Jo

Counties, Towns, etc.

Is this project a one-time event, extended project or ongoing project? *

Is this project a one-time event, extended project or ongoing project? Required field

- [ ] One-time event
- [ ] Extended project (multiple events or uses with all events/uses completed before May 31, 2027)
- [x] Ongoing project (multiple events or uses that will continue beyond May 31, 2027)

If extended or ongoing please specify the number of times this event occurs.

annually

What is the estimated number of people directly affected by this project?*

What is the estimated number of people directly affected by this project? Required field

- [ ] 0-99
- [ ] 100-499
- [ ] 500-999
- [x] 1,000+

Explain estimated number of people directly affected by the project.*

All the High Schooler that are

Tell us what you are basing the estimate on.
Has your organization received Blueprint funding in the past?*

Has your organization received Blueprint funding in the past? Required field

- ○ Yes
- ○ No

if yes please answer the next five questions in this section.
In what year(s) did your organization receive funding?*

N/A

Tell us what you are basing the estimate on.
Funding amount(s)?*

$

Name of Past Project(s)*

Please indicate nature of past project(s).*

Please indicate nature of past project(s). Required field

- ☐ Equipment Purchase
- ☐ Overtime Staffing
- ☐ Community Project/Event Sponsorship
- ☐ Training
- ☐ Other

N/A

If equipment was purchased, please specify the type, make, model and year of manufacture.

N/A

Supporting Material

Drag and drop here or Browse files
Max file size: 10 MB
Not required, upload any supporting document in one PDF document

Requests for overtime for actual enforcement work are required to be submitted to the Office of Highway Safety during the annual law enforcement grant application period. Funding for enforcement projects will no longer be funded by the local Coalition for Roadway Organizations, if the application is for issuing citations or making arrests we can't consider it.

Acknowledgements

Please read and check that you have read and agree to the following statements before submitting your application.*

Please read and check that you have read and agree to the following statements before submitting your application. Required field

- ☐ This agency acknowledges that all Northwest Missouri Coalition for Roadway Safety grant funds are reimbursements only. Funds will not be distributed without an invoice on the submitting organization's letterhead following purchase or event completion and a paid receipt and/or proof of purchase that matches the description submitted through this grant application. All reimbursements will be made to the submitting organization ONLY. (Federal Tax ID Number will be required for reimbursement.). Reimbursement request must be submitted by May 31, 2027 or cannot be honored. By checking the box you agree to abide by this policy.
- ☐ All grantees will be required to sign a contract which will be sent upon approval of the grant. Reimbursement will not be made without a signed contract in place. By checking the box you agree to abide

by this policy.

☐ Purchases to one vendor in excess of $3,000 require the submitting organization to secure three quotes and/or bids PRIOR to purchase. These three quotes and/or bids must be submitted with request for reimbursement in order to comply with the Coalition's procurement policy. Reimbursement will be made at the lowest bid amount. By checking the box you agree to abide by this policy.

☐ If grant is selected, a member of your organization may be asked to attend a short grantee informational session, at which time the contract will be received.

☐ In order to receive reimbursement, you must have a MoBuys vendor account. For more information, and to register please visit: https://missouribuys.mo.gov/

If you have questions about the application or the application process, please contact your local transportation planning agency via mail, phone or email.

Mo-Kan Regional Council Attn: Jenna Sanders 224 N. 7th St. St. Joseph, MO 64501 816-233-3144 Jenna@mo-kan.org Counties Served: Andrew Buchanan Clinton DeKalb	**NWMORCOG** Attn: Amy Dowis 114 W. 3rd St. Maryville, MO 64468 660-582-5121 amy@nwmorcog.org Counties Served: Atchison Gentry Holt Nodaway Worth	**Green Hills RPC** Attn: Amanda George 1104 Main St. Trenton, MO 64683 660-359-5636 amanda@ghrpc.org Counties Served: Caldwell Carroll Chariton Daviess Grundy Harrison Linn Livingston Mercer Putnam Sullivan	**St. Joseph MPO** Attn: Max Schieber 1100 Fredrick Ave. St. Joseph, MO 64501 816-236-1489 mschieber@stjosephmo.gov Counties Served: Buchanan Andrew Doniphan



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Resolution No.

BILL# 170-26
A RESOLUTION AUTHORIZING THE EXECUTION OF A WORK ORDER WITH SAK CONSTRUCTION, LLC IN THE AMOUNT OF $979,870.86 FOR SANITARY SERVICES USING CURED-IN-PIPE AT VARIOUS LOCATIONS THROUGHOUT THE CITY.

Whereas, Special Ordinance No. 10416 passed January 22, 2024 authorized a Master Agreement with SAK Construction, LLC for On-Call Sanitary Sewer Rehabilitation Services and they are capable and available to perform the work.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That Work Order Number SAK2601 to the Master Agreement by and between the City of St. Joseph, Missouri, and SAK Construction, LLC to provide sanitary services using cured-in-place pipe (CIPP) in the amount of $979,870.86 be, and hereby is, approved and that a true and accurate copy of said work order is attached hereto and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager, or his designee be, and hereby is, authorized to execute said Work Order Number SAK2601 with SAK Construction, LLC in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of this work order.

Section 3. That the Finance Director be, and hereby is, authorized to issue a warrant pursuant to the aforesaid work order and to charge up to $979,870.86 to the FY 2025-2026 Water Protection Fund, Account Number 1240-1730 (Improvements Other Than Buildings) when directed to do so by the Director of Public Works & Transportation.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $979,870.86
Account Number: 1240-1730

Explanation to Council Bill
Originating Department: Public Works & Transportation

Purpose: To authorize the execution of a Work Order with SAK Construction, LLC in an amount not to exceed $979,870.86 for sanitary services using cured-in-place pipe (CIPP) at various locations throughout the city.

Remarks: The proposed pipe lining is for multiple locations throughout the city, per the attached document. Cured-in-place pipe (CIPP) is a valuable tool for repairing aging, defective sewer mains that are still structurally intact. The alternative method is open-cut construction which involves digging pipe out and replacing it, often involving significant damage to surface improvements and impeding traffic.

Lining existing sanitary sewer lines in this manner is significantly less expensive than excavating a street with possible full replacement of subgrade, pavement, curb and gutter. It will also cause less disruption to the areas being rehabilitated and prolong the life of the sewer line as if it were traditionally replaced. Lining projects are a key provision of the CMOM program, required under the Administrative Order on Consent.

Funding for this work was budgeted in the FY 2025-2026 Water Protection Fund, Account Number 1240-1730 (Improvements Other Than Buildings). CIP # 261010

The underlying Master Agreement for this Work Order is on file in the City Clerk's Office under the Ordinance No. referenced in the Work Order.

The project reflects the following action items in the City's strategic plan:

1. Maintain & Enhance City Assets: Continue with sewer lining to prevent damage to other infrastructure such as roads and pursue federal funding to support this effort.
2. Ensure fiscal responsibility: Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.

THIS RESOLUTION HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

SAK™
Pipeline Infrastructure. Solved.™

636.385.1000 tel
636.385.1100 fax
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

May 28, 2026

City of St. Joseph, MO
1100 Frederick Avenue
St. Joseph, MO 64501

Re: CIPP Lining FY26 CIPP Quote with Manhole Rehabilitation

SAK Construction, LLC is pleased to offer the following quotation as per Region 4 Education Service Center (ESC) / OMNIA Partners Contract # R220402:

St. Joseph Preferred Pricing							
Line	Location	Upper MH	Lower MH	Length	Dia.	Unit Price	Ext. Price
2	3102 Duncan St. (Backyard)	199-5	199-4	129	8	$ 44.00	$ 5,676.00
3	1702 Jody Ln.	199-4	199-3	239	8	$ 44.00	$ 10,516.00
4	1706 Jody Ln.	199-3	199-2	249	8	$ 44.00	$ 10,956.00
5	1712 Jody Ln.	199-2	199-1	170	8	$ 44.00	$ 7,480.00
6	3702 Faraon St. (Beside)	211-9	211-1	301	8	$ 44.00	$ 13,244.00
7	3913 King Hill Ave. (Alley Behind)	144-17	144-16	224	10	$ 59.00	$ 13,216.00
8	1624 S. 22nd St.	113-6	113-5	370	10	$ 59.00	$ 21,830.00
9	100 Ridge Dr.	174-11	174-10	142	8	$ 44.00	$ 6,248.00
10	5607 King Hill Ave. (on Swift Ave.)	110-28	110-27	171	10	$ 59.00	$ 10,089.00
11	221 Fleeman St. (Behind)	110-30	110-29	183	10	$ 59.00	$ 10,797.00
12	6406 Brown St.	156-26	BB-8	299	15	$ 93.00	$ 27,807.00
13	5413 Morris Ave.	110-25	110-26	106	8	$ 44.00	$ 4,664.00
14	5415 Swift Ave.	110-31	110-20	300	10	$ 59.00	$ 17,700.00
15	1710 Penn St.	63-8	55-51	195	24	$ 186.00	$ 36,270.00
15	1710 Penn St. **(thickness increase x3 to 15.0mm) (Only charge 1 increase)**	63-8	55-51	195	24	$ 26.00	$ 5,070.00
16	923 Robidoux St.	23-39-1	23-39	184	12	$ 81.00	$ 14,904.00
16	923 Robidoux St. **(thickness increase x1 to 7.5mm)**	23-39-1	23-39	184	12	$ 3.50	$ 644.00
17	401 E Missouri Ave. (Beside)	102-5	102-4	158	18	$ 116.00	$ 18,328.00
18	1303 S. Noyes Blvd.	122-38	109-11	165	10	$ 59.00	$ 9,735.00
19	1302 S. 17th St. (Beside)	63-22	63-20	180	15	$ 93.00	$ 16,740.00
20	125 S. 21st St.	61-15	61-14	297	24	$ 186.00	$ 55,242.00
20	125 S. 21st St. **(thickness increase x1 to 12.0mm)**	61-15	61-14	297	24	$ 26.00	$ 7,722.00
21	2603 S. 12th St.	132-16	132-15	200	12	$ 81.00	$ 16,200.00
22	2426 S. 12th St. (Behind)	111-5	74-17	497	10	$ 59.00	$ 29,323.00
23	2627 Delaware St. (Behind)	167-9	167-2	150	12	$ 81.00	$ 12,150.00
24	2606 Jones St.	131-56-2	131-56-1	66	8	$ 44.00	$ 2,904.00
25	1301 S. 59th St. (in Field)	LRK-C26	LRK-C27	487	27	$ 219.00	$ 106,653.00

25	1301 S. 59th St. (in Field) **(thickness increase x3 to 15.0mm) (Only charge 1 increase)**	LRK-C26	LRK-C27	487	27	$ 36.00	$ 17,532.00
26	3458 Ashland Ave.	217-9	217-8	274	8	$ 44.00	$ 12,056.00
27	3621 Easton Rd.	151-2	151-1	398	8	$ 44.00	$ 17,512.00
28	1412 N. 3rd St.	43-10	43-9	174	12	$ 81.00	$ 14,094.00
29	1723 Edmond St. (Beside)	39-5	39-4	153	15	$ 93.00	$ 14,229.00
30	1305 S. 35th St. (Behind)	178-7	178-6	205	8	$ 44.00	$ 9,020.00
31	3522 Mitchell Ave. (Behind)	178-6	NEWH-A28	386	10	$ 59.00	$ 22,774.00
32	1306 S. 36th St.	NEWH-A28	NEWH-A27	165	12	$ 81.00	$ 13,365.00
33	3128 Jules St. (Behind)	146-6	146-5	341	8	$ 44.00	$ 15,004.00
34	6010 King Hill Ave. (Behind)	125-2	125-6	367	10	$ 59.00	$ 21,653.00
35	1508 6th Ave.	139-22	139-27	161	18	$ 116.00	$ 18,676.00
36	6538 Washington St. (Beside)	159-5	159-4	299	12	$ 81.00	$ 24,219.00
37	3213 Seneca St.	109-46	109-45	158	24	$ 186.00	$ 29,388.00
37	3213 Seneca St. **(thickness increase x2 to 13.5mm) (Only charge 1 increase)**	109-46	109-45	158	24	$ 26.00	$ 4,108.00
38	3210 Seneca St.	109-47	109-46	165	21	$ 155.00	$ 25,575.00
38	3210 Seneca St. **(thickness increase x1 to 10.5mm)**	109-47	109-46	165	21	$ 26.00	$ 4,290.00
39	1217 Grand Ave.	97-1	96-5	355	36	$ 345.00	$ 122,475.00
39	1217 Grand Ave. **(thickness increase x6 to 21.0mm) (Only charge 1 increase)**	97-1	96-5	355	36	$ 48.00	$ 17,040.00
						CIPP Lining Total	**$895,118.00**

Manhole Rehabilitation:

Omnia MH Rehab Pricing - Portland Cement Option				
Description	**Quantity**	**UM**	**Unit Price**	**Ext. Price**
Manhole Rehabilitation Mobilization	1	LS	$1,750.00	$1,750.00
MH Rehab (std 4 Ft. Dia) - 1" Portland-based Cementitious	273.0	VF	$207.00	$56,506.86
Rebuild Bench and Invert	1	EA	$1,380.00	$1,380.00
Install New Bench and Invert (4' Diameter)	13	EA	$1,932.00	$25,116.00
Grouting Heavy Infiltration to facilitate manhole rehab	TBD	EA	$1,818.00	$0.00
			Manhole Rehab Total	**$84,752.86**

GRAND TOTAL	**$979,870.86**

MH Rehab Scope:

Address	MH#	SD#	Depth	Task#	WO#	Install Bench & Invert
2013 Savannah Ave	53	67	12.07	133996	4421	X
4510 S 169 Highway	14	299	8.84	134018	4421	Repair Bench & Invert
4215 S 169 Highway	1	267	24.4	134020	4421	
4215 S 169 Highway	2	267	24.24	134021	4421	
4106 Pickett Rd	9	223	13.93	134034	4421	

3102 Jules St	3	146	8.56	134043	4421	X
2401 Angeliqe St	6	81	10.71	134052	4421	X
2120 Mitchell Ave	7	113	10.6	134115	4421	X
1924 Felix St	24	61	11.48	134525	4421	X
1520 Charles St	27	37	10.6	134225	4421	X
1801 Edmond St.	4	39	12.44	134172	4421	X
724 N 22Nd St.	11	30	11.51	134226	4421	X
1607 Frederick Ave.	1	26	15.49	134228	4421	X
101 N 16Th St at Alley	Storm Inlet	5	10.2	134230	4421	
3406 W Devonshire Dr.	40	339	11.92	134231	4421	
601 Colorado St at Alley	15	102	7.93	134232	4421	X
809 N Noyes Blvd	16	131	9.42	134248	4421	X
3504 N Belt Highway	10	217	19.24	134391	4421	
3458 Ashland Ave	9	217	19.7	134380	4421	
1002 Prospect Ave	11	73	5.33	134903	4421	X
2916 Olive St in Alley	16-1	93	14.37	136642	4421	X

NOTE: Owner to pull top for line 39.

MH REHAB ASSUMPTIONS:

- Manholes are 4 ft. diameter or smaller (5 ft. and 6 ft. pricing is greater per VF)
- Grouting Heavy Infiltration, if encountered, will be billed separately per Each.
- All manholes are assumed to be within 200 feet of the road for vehicle access.
- Does not include filling large voids.
- Does not include removing old liners.

INCLUSIONS:

- Pipeline cleaning, measuring of pipe and diameter, televising, and service connection identification via CCTV.
- Bypass Pumping.
- CIPP Installation, curing, and end cutting per ASTM F-1216 latest revision.
- Live service connection reinstatement. Only capped services will not be cut.
- CCTV Acceptance Inspection for CIPP scope immediately following installation.
- Normal Traffic Control.
- Price includes one mobilization and demobilization.

EXCLUSIONS:

- Grouting or infiltration control.

- Any special insurance required, i.e., railroad protective insurance.
- Heavy Traffic Control, Traffic Control Plans, Flaggers, and Arrow Boards.
- Access into the site. We will need access for our equipment.
- Point repairs.
- Permits.

NOTE:
This proposal assumes that the pipe can be lined without excavation (point repairs excluded). In the event that after pre-cleaning/CCTV inspection an obstruction is found that will impede the lining, the necessary repair(s), cleaning/CCTV pre and post repair, and additional mobilization (if necessary) may be negotiated with the Owner.

This proposal and its unit prices assume that the lengths of each pipe segments provided are accurate. If the actual length of a segment to be lined is more than 10% less than given, the price of that segment may be negotiated with the Owner at a higher unit price or lump sum.

PAYMENT TERMS:

- Net 30 days after receipt of an invoice
- Partial monthly payments will be requested
- Final Payment in full within 30 days of completion of SAK work

Thank you for the opportunity to quote on this project. Please call with any questions.

Sincerely,
SAK Construction, LLC

Tim Bussen

Tim Bussen
Vice President – Central Region

_____ _____
Accepted By Date
Printed Name:
Title:

OMNIA Not-to-Exceed Pricing					
Item	**Description**	**Qty**	**UM**	**Unit Price**	**Total Price**
Section A: Cured-in-place pipe (CIPP) reconstruction of gravity sewers					
	Part 1 - Installation				
2	8"x4.5mm CIPP	2620	LF	$44.00	$115,280.00
3	10"x6.0mm CIPP	2663	LF	$59.00	$157,117.00
4	12"x6.0mm CIPP	1172	LF	$81.00	$94,932.00
5	15"x7.5mm CIPP	632	LF	$93.00	$58,776.00
6	18"x9.0mm CIPP	319	LF	$116.00	$37,004.00
7	21"x9.0mm CIPP	165	LF	$155.00	$25,575.00
8	24"x10.5mm CIPP	650	LF	$186.00	$120,900.00
9	27"x10.5mm CIPP	487	LF	$219.00	$106,653.00
12	36"x12mm CIPP	355	LF	$345.00	$122,475.00
17	10" & 12" Additional 1.5mm **(Line 16)**	184	LF	$3.50	$644.00
19	21" Additional 1.5mm **(Line 38)**	165	LF	$26.00	$4,290.00
19	24" Additional 1.5mm **(Line 20)**	297	LF	$26.00	$7,722.00
19	24" Additional 1.5mm **(x2 to 13.5mm) (Line 37)**	158	LF	$52.00	$8,216.00
19	24" Additional 1.5mm **(x3 to 15.0mm) (Line 15)**	195	LF	$78.00	$15,210.00
20	27" Additional 1.5mm **(x3 to 15.0mm) (Line 25)**	487	LF	$108.00	$52,596.00
23	36" Additional 1.5mm **(x6 to 21.0mm) (Line 39)**	355	LF	$288.00	$102,240.00
30	Internal Reconnection of service connection by robotic cutter	126	EA	$360.00	$45,360.00
	Part 2 - Clean/TV & Evaluation for Gravity Sewers associated with CIPP installation				
33	6" - 12" Clean & TV sewer	6455	LF	$6.60	$42,603.00
33	15" - 21" Clean & TV sewer	1116	LF	$14.00	$15,624.00
33	24" - 33" Clean & TV sewer	1137	LF	$24.00	$27,288.00
35	36" & 42" Clean & TV sewer	355	LF	$37.00	$13,135.00
37	6" - 15" Post TV Inspection after Rehabilitation	7087	LF	$3.00	$21,261.00
38	18" - 27" Post TV Inspection after Rehabilitation	1621	LF	$4.80	$7,780.80
39	30" or Larger Post TV Inspection after Rehabilitation	355	LF	$6.60	$2,343.00
	Part 3 - Bypass pumping system for gravity sewers				
47	Set Up 6" Pump (Per Pump)	4	EA	$1,272.00	$5,088.00

51	Set Up 6" Piping	1468	LF	$56.00	$82,208.00
56	Operate 6" Pumping System	2	DAY	$858.00	$1,716.00
Section H: Additional Items which may apply to each section above					
216	Bonds and Insurance (pass through cost)	1	LS	$15,540.93	$15,540.93
Section I: Time and Material Unit Rates for Change Orders					
	Materials, Subcontractors and Rentals, cost plus 15% markup				
	Manhole Rehabilitation Mobilization	1	LS	$1,750.00	$1,750.00
116	MH Rehab (std 4 Ft. Dia) - 1" Portland-based Cementitious	273	VF	$207.00	$56,511.00
131	Rebuild Bench and Invert	1	EA	$1,380.00	$1,380.00
154	Install New Bench and Invert (4' Diameter)	13	EA	$1,932.00	$25,116.00
158	Grouting Heavy Infiltration to facilitate manhole rehab	TBD	EA	$1,818.00	$0.00
			Total		**$1,394,334.73**

MASTER AGREEMENT WORK ORDER
Contractor

MAWO # SAK2601 **MA ORD #** SO10416

MAWO Amount $ 979,870.86 **MAWO Date** _____

Contractor: SAK Construction, LLC

Project: CIPP Lining FY26

The term "Master Agreement" shall mean the Master Agreement for On-Call Services and Work dated 01/24/2024 between the City and the Contractor, which sets forth the general responsibilities and obligations associated with smaller-scope projects, such as the specific Project referenced below.

No MAWO issued to complete a Project pursuant to the above-referenced Master Agreement may be subsequently modified by the Contractor without receiving prior written authorization from either the applicable Department Director or Deputy Director via Change Order. Any modification/Change Order that would increase the amount reflected in the original MAWO for the Project to an amount in excess of the total funding authorized in the corresponding Master Agreement (referenced above) shall require City Council action. [See Section 6.2 of Master Agreement.]

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1. Scope of Services/Work for identified Project:

Please see attached Quote

2. Maximum Amount that may be charged for Completion of Services/Work for identified Project, including estimated units for labor, equipment, materials, activities, or other components of the identified Project, including, but not limited to:

Please see attached Quote

*All pertinent documentation related to hourly labor rates for *Prevailing Wage* Work (if applicable), as well as hourly labor rates for Work to which Prevailing Wage does not apply.

- Applicable Department Director or designee must provide authorization for completion of Project using Non-Standard Rates [*See Section 8.4 of Master Agreement*]

*All pertinent documentation showing hourly equipment rates (if applicable).

3. Time Frame/Date for Completion of Services/Work for identified Project:

12/31/26

4. Payment and Materials Bonds are Required for projects $50,000.00 and above, please include bond paperwork with work order:

CONTRACTOR:

Brent Adams
Signature

Brent Adams
Printed Name

CITY:

The Project described in this MAWO is hereby authorized (if less than $5,000.00):

By: _____
Department Director
City of St. Joseph, Missouri

_____
Printed Name of Designee
(*if executed by designee)

The Project described in this MAWO is hereby authorized:

By: _____
City Manager
City of St. Joseph, Missouri

Initials of Purchasing Agent: _____

Received on: _____

Initials of Finance Director: _____
[if randomly reviewed per Section 2.1(e) of Master Agreement]

BILL # 171-26

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR TRIUMPH FOODS, LLC; AUTHORIZING THE CITY OF ST. JOSEPH, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (TRIUMPH FOODS, LLC PROJECT), SERIES 2026, IN A PRINCIPAL AMOUNT NOT TO EXCEED $32,000,000 TO FINANCE THE COSTS OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

Whereas, the City of St. Joseph, Missouri (the "City"), is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

Whereas, the City Council of the City previously passed Resolution No. 5617 on March 16, 2026, regarding a proposed industrial development project for Triumph Foods, LLC, a Missouri limited liability company (the "Company"), consisting of (a) acquiring two parcels of real property located at 5302 Stockyards Expressway in the City consisting of approximately 55.7 acres (the "Project Site") upon which the Company's existing approximately 573,000 square foot pork processing facility is located (the Project Site and the Company's existing pork processing facility located thereon is referred to herein as the "Existing Real Property"), (b) constructing an approximately 47,000 square foot expansion to the Company's existing pork processing facility located on the Project Site to increase the number of shipping docks, increase combo cooler storage and export cooler storage, expand the existing cut floor and relocate site utilities to accommodate the expansion and potential future improvements (the "Project Improvements") and (c) acquiring and installing certain machinery, equipment and other personal property on the Project Site (the "Project Equipment," collectively with the Existing Real Property and the Project Improvements, the "Project"), and the City Council declared the official intent of the City to issue its Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026, in the maximum principal amount not to exceed $32,000,000 (the "Bonds"), for the purpose of paying (or reimbursing) the costs of the Project, contingent upon preparation and approval of a Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Plan") for the Project as required by Section 100.050 of the Act; and

Whereas, the City has prepared a Plan for the Project, notice of the City's consideration of approval of the Plan has been given to the taxing jurisdictions in the manner required by Section 100.059.1 of the Act, the City Council of the City has fairly and duly considered all comments submitted to the City regarding the proposed Plan, and the City Council now desires to approve the Plan; and

Whereas, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

Whereas, because the Bonds will be payable solely out of payments, revenues and receipts

derived by the City from the lease of the Project Equipment to the Company, and from no other source, the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of the Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. Promotion of Economic Development. The City Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Approval of Plan. The City Council hereby approves the Plan for the Project attached hereto as Exhibit A in accordance with Section 100.050 of the Act.

Section 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026, in an aggregate principal amount not to exceed $32,000,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture (defined below) and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the Company at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

Section 4. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement (defined herein), and such payments, revenues and receipts shall be pledged and assigned to the Trustee (defined herein) as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the City Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents

with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

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

(b) Special Warranty Deed from the Company to the City pursuant to which the Company will transfer title to the Existing Real Property and the Project Improvements to be constructed thereon to the City;

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

(d) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds; and

(e) Performance Agreement dated as of the date set forth therein, between the City and the Company, and acknowledged by the County Assessor of Buchanan County, Missouri, pursuant to which the City will grant the Company certain rights with respect to the abatement of ad valorem real and personal property taxes on the Project in consideration for the Company's agreement to maintain a certain level of employment at the Project Site.

Section 6. Execution of Documents. The Mayor, the Deputy Mayor or the City Manager of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Trust Indenture. The Mayor, the Deputy Mayor or the City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor, the Deputy Mayor, the City Attorney, the City Manager and the City Clerk are hereby authorized, through the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the transfer of

property or the financing or refinancing of the Project by the Company, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of this Ordinance, the Trust Indenture and the Lease Agreement. The Mayor, the Deputy Mayor, the City Attorney, the City Manager and the City Clerk are also authorized, unless otherwise expressly provided herein to the contrary, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Trust Indenture, the Lease Agreement or the Performance Agreement as may be requested during the terms thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease Agreement or adversely affect the property tax exemption as provided for therein, waive an Event of Default (as defined in the Trust Indenture and the Lease Agreement), or materially change the nature of the transaction unless approved by an ordinance of the City Council.

Section 8. Effective Date. This Ordinance shall take effect and be in full force and effect from and after its passage by the City Council of the City.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: City Clerk's Office

Purpose: To approve a plan for an Industrial Development Project for Triumph Foods, LLC; authorizing the City of St. Joseph, Missouri, to issue its Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), series 2026, in a principal amount not to exceed $32,000,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the bonds.

Remarks: This Ordinance authorizes the City to issue its Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026, in a maximum principal amount not to exceed $32,000,000 (the "Chapter 100 Bonds") under Chapter 100 of the Revised Statutes of Missouri, as amended ("Chapter 100"), and approves the Chapter 100 Plan (and other documents) relating to an industrial development project for Triumph Foods, LLC (the "Company"), consisting of (a) acquiring two parcels of real property located at 5302 Stockyards Expressway in the City consisting of approximately 55.7 acres (the "Project Site") upon which the Company's existing approximately 573,000 square foot pork processing facility is located (the Project Site and the Company's existing pork processing facility located thereon is referred to herein as the "Existing Real Property"), (b) constructing an approximately 47,000 square foot expansion to the Company's existing pork processing facility located on the Project Site to increase the number of shipping docks, increase combo cooler storage and export cooler storage, expand the existing cut floor and relocate site utilities to accommodate the expansion and potential future improvements (the "Project Improvements") and (c) acquiring and installing certain machinery, equipment and other personal property on the Project Site (the "Project Equipment," collectively with the Existing Real Property and the Project Improvements, the "Project").

The Chapter 100 Bonds are being issued solely as a mechanism to provide real and personal property tax abatement for the Project Improvements and Project Equipment (as further described below) under Missouri law. The City will also provide the Company with a sales tax exemption for construction materials used in the construction of the Project Improvements as permitted by Section 144.062 RSMo in connection with the Chapter 100 Bonds transaction. The issuance of the Chapter 100 Bonds and approval of the Chapter 100 Plan for the Company's Project was previously contemplated by Resolution No. 5617 adopted by the City Council on March 16, 2026.

On the day of closing of the Bonds (expected to occur in mid-July 2026), the Company will convey fee title to the Existing Real Property and the Project Improvements to be constructed thereon (collectively, the "Real Property") to the City pursuant to a Special Warranty Deed between the Company, as grantor, and the City, as grantee. The Company will also convey title to the Project Equipment to the City pursuant to a Bill of Sale executed by the Company as the Company acquires the Project Equipment (which is expected to be acquired in calendar years 2026 and 2027). As a result of the City's ownership of the Project, the Project will be exempt from real and personal property taxation under Missouri law. The City will then

simultaneously lease the Project back to the Company under a Lease Agreement (the "Lease Agreement") between the City, as lessor, and the Company, as lessee (the Lease Agreement is further referenced below and approved by the Ordinance).

In accordance with the Performance Agreement (the "Performance Agreement"), between the City and the Company (referenced below and approved by the Ordinance), the Company will receive 50% real property tax abatement on the Project Improvements and 50% personal property tax abatement on each portion of the Project Equipment for a period of 10 years. The 10-year period of 50% real property tax abatement for the Project Improvements is expected to begin in year calendar year 2028 (the year after the year the construction of the Project Improvements are expected to be completed in 2027) and extend through calendar year 2037. The 10-year period of 50% personal property tax abatement for (a) the portion of the Project Equipment acquired in 2026 is expected to begin in calendar year 2027 and extend through calendar year 2036, and (b) the portion of the Project Equipment acquired in 2027 is expected to begin in calendar year 2028 and extend through calendar year 2037.

Under the Performance Agreement, during each year of the 10-year period of real and personal property tax abatement for the Project Improvements and the Project Equipment, the Company will be required to make payments in lieu of taxes ("PILOT Payments") with respect to the Project Improvements and the Project Equipment equal to 50% of the real and personal property taxes that would otherwise be due with respect to the Project Improvements and Project Equipment, respectively, but for the City's ownership of the Project Improvements and Project Equipment. Pursuant to the Performance Agreement, in order for the Company to receive the full-benefit of the real and personal property tax abatement in each year of the 10-year real and personal property tax abatement period, the Company will be required to maintain at least 2,757 jobs at the Project Site and maintain an average annual wage of at least $49,865 (not including benefits) for said jobs, as further described in the Performance Agreement.

The Chapter 100 Bonds will be purchased by the Company and will be payable solely out of the payments, revenues and receipts derived from the lease of the Project by the City, as lessor, to the Company, as lessee, under the Lease Agreement.

Below is a brief summary of the following documents relating to this Chapter 100 transaction that are approved by the Ordinance:

• Chapter 100 Plan and Costs-Benefit-Analysis: This Chapter 100 Plan and Cost-Benefit-Analysis (the "Plan") for the Company's Project will be provided to each of the taxing jurisdictions that levy a property tax on the Project Site where the Project Improvements and Project Equipment will be located and provide notice of the City's intent to formally approve the Plan at the July 6, 2026, City Council meeting. The Plan provides the details of the primary terms of this Chapter 100 transaction, including the projected value of the real and personal property tax abatement the Company is expected to receive with respect to the Project Improvements and the Project Equipment and the PILOT Payments relating to the Project Improvements and Project Equipment that the Company will be required to make to each taxing jurisdiction.

• Trust Indenture: The Trust Indenture (the "Trust Indenture"), provides the terms for the issuance and repayment of the Chapter 100 Bonds. The City will issue the Chapter 100 Bonds

pursuant to the Trust Indenture, which creates a contract between the City and UMB Bank, N.A., as trustee (the "Trustee"), for the benefit of the Company, as the sole purchaser and owner of the Chapter 100 Bonds. Under the Trust Indenture, the City assigns the administration of the mechanics of the Chapter 100 Bond issue to the Trustee. The Trustee is responsible for maintaining records of the principal amount of the Chapter 100 Bonds which are funded up to an amount equal to the costs of constructing the Project Improvements on the Project Site and the costs of acquiring and installing the Project Equipment on the Project Site previously paid by the Company (not to exceed $32,000,000 which is the maximum principal amount of the Real Property Bonds). The Company purchases the Chapter 100 Bonds in a principal amount equal to the costs relating to constructing the Project Improvements and acquiring/installing the Project Equipment it has already paid; however, the Company also asks the Trustee to reimburse the Company from proceeds of the Chapter 100 Bonds for these costs it has already paid. Because the purchase price of the Chapter 100 Bonds to be paid by the Company, as sole owner of the Chapter 100 Bonds, is equal to the amount for which the Company is seeking reimbursement, these are offsetting transactions, eliminating the need for the Company to wire the purchase price of the Chapter 100 Bonds to the Trustee only to receive the same amount back from the Trustee as reimbursement for costs of the Project.

• Lease Agreement: Under the Lease Agreement, the City, as lessor, leases the Project back to the Company, as lessee, over a term equal to the period of the real and personal property tax abatement set forth in the Performance Agreement (expected to terminate December 31, 2037). The Lease Agreement requires the Company to make one lease payment each year on December 1st in an amount equal to debt service due on the Chapter 100 Bonds on each December 1st. Only interest is required to be paid on the Chapter 100 Bonds each year with the full principal amount due at maturity, which is expected to be December 1, 2037. Because the amount of the lease payment required to be paid by the Company each December 1st is equal to the interest due on the Chapter 100 Bonds each December 1st that is to be paid to the Company, as the sole owner of the Chapter 100 Bonds, these again are offsetting transactions so no actual transfer of funds will be required. At maturity of the Chapter 100 Bonds when all principal is due, the Lease Agreement permits the Company to tender the Chapter 100 Bonds to the Trustee in lieu of requiring a payment of principal and interest at maturity and the Trustee then cancels the Chapter 100 Bonds.

• Bond Purchase Agreement: This is the document by which the Company agrees to purchase all of the Chapter 100 Bonds from the City. Under the Bond Purchase Agreement, the Company agrees to indemnify and hold harmless the City and the Trustee against any losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of any federal or state securities laws in connection with the Chapter 100 Bonds.

• Performance Agreement: The Performance Agreement sets forth the PILOT Payments to be made by the Company as consideration for the real and personal property tax abatement provided for the Project Improvements and the Project Equipment and contains the terms that the Company must meet (including number of jobs required to be maintained at the Project Site and the average annual wage of said jobs) in order for the Company to receive the benefit of the full amount of the 50% real and personal property tax abatement over the 10-year tax abatement period offered by the City and made available to the Company under the Lease Agreement. It also requires the amount of the PILOT Payments paid by the Company to be increased to the extent the Company fails to maintain either the jobs requirement (absent an allowance for open job positions with certification from the Company they are actively

recruiting the hiring of individuals to fill the open job positions) or the average annual wage requirements for said jobs in any year in which the 10-year real and personal property tax abatement period is in effect.

• Special Warranty Deed: Pursuant to the Special Warranty Deed from the Company, as grantor, to the City, as grantee, on the closing date of the Chapter 100 Bonds, the Company will convey fee title to the Real Property (i.e. the Existing Real Property and the Project Improvements to be constructed thereon) to the City, and, by virtue of the City's legal ownership of said Real Property, the Real Property will no longer be subject to real property taxation under Missouri law (the City will convey the Real Property back to the Company at the end of the 10-year real property tax abatement period, expected to be December 31, 2037, or upon early termination of the Chapter 100 Bonds transaction).

EXHIBIT A
TO ORDINANCE

PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT
FOR TRIUMPH FOODS, LLC

CITY OF ST. JOSEPH, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS

FOR

TRIUMPH FOODS, LLC

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CITY OF ST. JOSEPH, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS FOR TRIUMPH FOODS, LLC

I. PURPOSE OF THIS PLAN

The City of St. Joseph, Missouri (the **"City"**), intends to issue a series of Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026, in a maximum aggregate principal amount not to exceed $32,000,000 (the **"Bonds"**), to finance the costs of constructing, improving and equipping an industrial development project (as further described herein, the **"Project"**) for the benefit of Triumph Foods, LLC, a Missouri limited liability company (the **"Company"**), as more fully described and defined herein. The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (**"Chapter 100"**), and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, with Chapter 100, the **"Act"**).

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the **"Plan"**) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the proposed Project and to facilitate abatement of ad valorem real and personal property taxes on the bond-financed real and personal property.

II. DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities. Bond proceeds may be used to finance land, buildings, fixtures and machinery.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from a lease or other disposition of the project. The municipality issues its bonds pursuant to a trust indenture entered into between the municipality and a bank or trust company acting as trustee. In exchange, the benefited company promises under a lease agreement to make rental payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

If proceeds of the revenue bonds are to be used to pay the costs, or reimburse the costs, of making improvements to real property and purchasing and installing personal property, concurrently with the closing of the bonds, the company will convey to the municipality title to (1) the site on which the industrial development project will be located, including any existing facilities located on the site, and (2) the personal property included in the project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the project site, the improvements thereon and the personal property, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay, or reimburse, the costs of purchasing, constructing, improving and installing the project, as applicable.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical Chapter 100 transaction, the municipality holds fee title to the project and leases the project to the benefited company. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See *Iron County v. State Tax Commission*, 437 S.W.2d 665 (Mo. 1968) (*en banc*) and *St. Louis County v. State Tax Commission*, 406 S.W.2d 644 (Mo. 1966) (*en banc*). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no "bonus value" and the bond-financed property should be exempt from *ad valorem* real property taxation and personal property taxation so long as the bonds are outstanding.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make "payments in lieu of taxes" (**"PILOTS"** or **"PILOT Payments"**). The amount of PILOT Payments is negotiable. The PILOT Payments are payable by December 31 of each year and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Sales/Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of a project undertaken pursuant to the Act may be exempted from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the municipality to the company.

III. DESCRIPTION OF THE PARTIES

Triumph Foods, LLC. The Company is a Missouri limited liability company and specializes in pork processing and the production of pork-related food products that are distributed locally, nationally and internationally under brands recognized by consumers. More information about the Company is available at https://www.triumphfoods.com/.

City of St. Joseph, Missouri. The City is a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Company owns two parcels of real property located at 5302 Stockyards Expressway in the City consisting of approximately 55.7 acres (the **"Project Site"**) upon which the Company's existing approximately 573,000 square foot pork processing facility is located. The Project Site and the Company's existing pork processing facility located thereon is referred to herein as the **"Existing Real Property."**

The Project to be financed by the Bonds consists of: (1) acquiring the Existing Real Property, (2) constructing an approximately 47,000 square foot expansion to the Company's existing pork processing facility located on the Project Site to increase the number of shipping docks, increase combo cooler storage and export cooler storage, expand the existing cut floor and relocate site utilities to accommodate the expansion and potential future improvements (the **"Project Improvements,"** together with the Existing Real Property, the **"Real Property"**), and (3) acquiring and installing certain machinery, equipment and other personal property on the Project Site (the **"Project Equipment"**). The Existing Real Property, the Project Improvements and the Project Equipment are collectively referred to herein as the **"Project."**

Estimate of the Costs of the Project. The Company expects the total estimated costs of the Project to by approximately $30,000,000, of which approximately (1) $23,108,245 is attributable to the costs of constructing the Project Improvements on the Project Site, and (2) $6,891,755 is attributable to the costs of acquiring and installing the Project Equipment on the Project Site. The Bonds are being issued in a total maximum aggregate principal amount not to exceed $32,000,000 to provide for reasonable contingencies associated with the Project.

Project Improvements. The Company currently expects to begin constructing the Project Improvements on the Project Site during the current calendar year ending December 31, 2026, and anticipates the construction of the Project Improvements on the Project Site will be fully completed during the calendar year ending December 31, 2027.

Project Equipment. The Company currently expects to acquire and install the Project Equipment on the Project Site during calendar years 2026 and 2027. The anticipated costs of investments in said Project Equipment expected to be acquired and installed in calendar years 2026 and 2027, as well as the anticipated Modified Accelerated Cost Recovery System (**"MACRS"**) class-life of the Project Equipment used for calculating deprecation for the Project Equipment, is reflected in the table below:

Year Acquired and Delivered to Project Site	Estimated Cost of Project Equipment[(1)]	MACRS Class-Life
2026	$5,586,755	7-year
2027	1,305,000	7-year

(1) Total estimated costs may include certain soft costs relating to the freight, delivery, installation, assembly, etc., of the Project Equipment, which soft costs are excludable from the calculation of personal property assessed valuation under Missouri law.

Source of Funds to be Expended for the Project. The sources of funds to pay for (or reimburse) the costs of the Project will be the proceeds of the Bonds in the maximum principal amount of $32,000,000, to be issued by the City and purchased by the Company, as bondholder, and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri. The Bonds shall be issued upon such terms, in such amounts and at such time as shall be satisfactory to the City and the Company.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. On the date of issuance of the Bonds, the Company will convey fee title to the Real Property (i.e. the Existing Real Property and Project Improvements to be constructed thereon) to the City pursuant to a special warranty deed. The Company will also convey title to the Project Equipment to the City via a bill of sale as it is acquired and delivered to the Project Site.

The City, as lessor, will then simultaneously lease the Project (i.e. the Real Property and the Project Equipment) to the Company, as lessee, under a lease agreement (the **"Lease"**). The rental payments to be paid by the Company to the City under the Lease for use of the Project will be equal to, and will be used to pay, the principal of and interest due on the Bonds. The Company will also make certain PILOT Payments to the City relating to the Project for distribution to the affected taxing districts, as further described herein. Under the terms of the Lease with the City, the Company will have the option to purchase the Project at any time for nominal consideration. The Lease will terminate on December 31, 2037, unless terminated sooner pursuant to the terms thereof.

Affected Taxing Jurisdictions. Below is a list of all taxing jurisdictions financially impacted by the Project, which are also reflected in the Cost-Benefit Analysis attached as **Attachment B** hereto:

- City of St. Joseph
- Buchanan County (General Revenue and Road & Bridge)
- Developmental Disabilities Board (SB 40)
- Rolling Hills Library District
- St. Joseph School District
- St. Joseph Park District
- State of Missouri Blind Pension Fund

As reflected above, St. Joseph School District is the school district financially impacted by the Project. The City is the city financially impacted by the Project. Buchanan County, Missouri, is the county financially impacted by the Project. There is no community college district financially impacted by the Project. There are no ambulance districts, fire protection districts or other taxing jurisdictions imposing a property tax for purpose of providing emergence services under Chapters 190 or 321 of the Revised Statutes of Missouri, as amended, that are financially impacted by the Project. The Cost-Benefit Analysis attached hereto as **Attachment B** identifies all taxing jurisdictions affected by the Project.

The South St. Joseph Levee District (the **"Levee District"**) is excluded from the list of the taxing jurisdictions mentioned above (and in the Cost-Benefit Analysis attached hereto at **Attachment B**) that are financially impacted by the Project. The Levee District imposes assessments against the Company's Project Site and other properties within the area in order to pay costs of levee improvements that benefit the Company's Project Site and other properties within the area. The assessments imposed by the Levee District will not be affected by ownership of the Project Site by the City and will continue to be imposed on the Company's Project Site during the term of the Bonds. The Company will continue to be responsible for payment of the Levee District's assessments.

Current Assessed Valuation.

Real Property. The most recent equalized assessed valuation of the Existing Real Property is $13,558,380 (which consists of the assessed value of the Project Site and the Company's existing pork processing facility located on the Project Site as of January 1, 2025, but excludes $480,480 in assessed value attributable to the Company's 20,000 square foot expansion to its pork processing facility that was constructed in 2022 that is currently subject to real property tax abatement through calendar year 2029 under the City's Enhanced Enterprise Zone program pursuant to Sections 135.950 through 135.973 of the Revised Statutes of Missouri, as amended, that will continue to be subject to abatement through 2029 as a results of the City's ownership of the Existing Real Property in connection with the issuance of the Bonds).

The estimated total equalized assessed valuation of the Real Property (which will consist of the Existing Real Property and Project Improvements to be constructed on the Project Site) included in the Project after construction of the Project Improvements are fully completed (which is expected to occur in 2027) is estimated to be $16,942,380[(1)] (based upon the estimated 2028 assessed value). Of the total $16,942,380, estimated equalized assessed valuation of the Real Property included in the Project in calendar year 2028, $13,558,380[(1)] of the estimated assessed valuation is attributable to the Existing Real Property (equal to the 2025 assessed valuation of the Existing Real Property) and $3,384,000 of the estimated assessed valuation is attributable to the Project Improvements after the construction of said Project Improvements are fully completed.

The total 2028 estimated equalized assessed valuation of the Project Improvements of $3,384,000 was calculated based upon the estimated appraised value of $10,575,000 attributable to the Project Improvements (which assumes the Project Improvements will be appraised at approximately $225 per square foot with a total square footage of approximately 47,000 square feet) multiplied by the real property assessment rate of 32%. If the actual investment in the Project Improvements is larger or smaller than anticipated, the assessed valuation of such Project Improvements will likely be greater or less than the estimated $3,384,000 assessed valuation of the Project Improvements. The Buchanan County Assessor will make the final determination of the assessed value of the Project Improvements.

Personal Property. The most recent equalized assessed valuation of the equipment, machinery and other personal property comprising the Project Equipment included in the Project is $0 (as of January 1, 2025, the Company had not yet acquired or delivered any portion of the equipment, machinery or other personal property comprising the Project Equipment to the Project Site). The equalized assessed valuation of the personal property comprising the Project Equipment after all the Project Equipment has been acquired and installed on the Project Site, which is expected to occur by December 31, 2027, is estimated to be approximately $1,694,798 (based upon the estimated 2028 assessed value of all Project Equipment).

This valuation was calculated based upon the estimated cost of acquiring the equipment, machinery and other personal property comprising the Project Equipment in the amount of approximately $6,891,755 (this amount may include costs associated with delivery, installation and assembly of such Project Equipment which amounts are excludable from the calculation of personal property assessed value under Missouri law), less depreciation, multiplied by the statutorily required assessment rate of 33.33% for personal property. If the actual investment in the Project Equipment is larger or smaller than anticipated, the assessed valuation of such Project Equipment will likely be greater or less than the estimated $1,694,798

[(1)] Excludes $480,480 in assessed value of the Company's Existing Real Property attributable to the Company's 20,000 square foot expansion to its pork processing facility constructed in 2022 that is currently subject to real property tax abatement through 2029 under the City's Enhanced Enterprise Zone Program and will continue to be subject to abatement through 2029 as result of the City's ownership of the Existing Real Property in connection with the issuance of the Bonds. Beginning in 2030, the $480,480 in assessed value will no longer be abated and the assessed value of the Existing Real Property will increase by $480,480 from $13,558,380 to $14,038,860.

assessed valuation of the Project Equipment. The Buchanan County Assessor will make the final determination of the assessed value of the Project Equipment.

Payments in Lieu of Taxes. If this Plan is approved by the City, the City intends to issue the Bonds and to extend real and personal property tax abatement to the Company as further described below.

Payments in Lieu of Taxes – Real Property. On the date of issuance of the Bonds, the Company will convey fee title to the Real Property (i.e. the Existing Real Property and the Project Improvements to be constructed thereon) to the City. In each year before the Project Improvements are completed and the year in which the construction of the Project Improvements are completed (expected to be years 2026 and 2027, inclusive), the Company will be required to pay a PILOT Payment equal to 100% of the ad valorem real property taxes that would otherwise be due on the Existing Real Property based on the 2025 assessed value of the Existing Real Property of $13,558,380.

Beginning in the calendar year immediately after the calendar year the construction of the Project Improvements is completed (anticipated to be calendar year 2028), the Company will receive 50% real property tax abatement on the Project Improvements (i.e., the 47,000 square foot expansion to the Company's existing pork processing facility located the Project Site) for a period of 10 years (anticipated to be calendar years 2028 through 2037, inclusive). However, to ensure that the taxing jurisdictions continue to receive real property tax revenue based on at least the 2025 assessed valuation of the Existing Real Property, during the same 10-year real property tax abatement period (anticipated to be calendar years 2028 through 2037, inclusive), the Company will make a PILOT Payment equal to 100% of the real property taxes that would otherwise be due on the Existing Real Property (1) based on the 2025 assessed valuation of the Existing Real Property equal to $13,558,380 in calendar years 2028 and 2029 and (2) based on the assessed valuation of the Existing Real Property equal to $14,038,860 in calendar years 2030 through 2037 (which includes the 2025 assessed value of the Existing Real Property of $13,558,380 increased by $480,480 in assessed value that is attributable the Company's 20,000 square foot expansion to its pork processing facility constructed in 2022 that is currently subject to real property tax abatement through calendar year 2029 under the City's Enhanced Enterprise Zone Program and will continue to be subject to abatement through calendar year 2029 as result of the City's ownership of the Existing Real Property in connection with the issuance of the Bonds).

Therefore, in each year of the 10-year real property tax abatement period for the Project Improvements (anticipated to be calendar years 2028 through 2037), the Company will be required to pay a PILOT Payment with respect to the Real Property equal the following:

(1) *In calendar years 2028 and 2029*:

(a) 100% of the ad valorem real property taxes that would otherwise be due on the Existing Real Property based on the 2025 assessed value of the Existing Real Property of $13,558,380, but for the City's ownership thereof; *plus*

(b) 50% of the ad valorem real property taxes that would otherwise be due on the Real Property in excess of the amount due on the Existing Real Property based on the assessed value of the Existing Real Property of $13,558,380 (i.e. 50% of the real property taxes attributable to the increase in the assessed value of the Real Property above the 2025 assessed value of the Existing Real Property ($13,558,380) as a result of the Project Improvements), but for the City's ownership thereof.

(2) *In calendar years 2030 through 2037*:

(a) 100% of the ad valorem real property taxes that would otherwise be due on the Existing Real Property based on the assessed value of the Existing Real Property of $14,038,860, but for the City's ownership thereof; *plus*

(b) 50% of the ad valorem real property taxes that would otherwise be due on the Real Property in excess of the amount due on the Existing Real Property based on the assessed value of the Existing Real Property of $14,038,860 (i.e. 50% of the real property taxes attributable to the increase in the assessed value of the Real Property above the assessed value of the Existing Real Property of $14,038,860 as a result of the Project Improvements), but for the City's ownership thereof.

Payments in Lieu of Taxes - Personal Property (Project Equipment). The Company will receive 50% personal property tax abatement on each portion of the Project Equipment (which is expected to be acquired and delivered to the Project Site in calendar years 2026 and 2027) for a period of 10 years. The 10-year period of personal property tax abatement will begin on January 1 in the year in which the applicable portion Project Equipment would first be subject to personal property taxation under Missouri law, but for the City's ownership thereof. Therefore, the 10-year personal property tax abatement period for each portion of the Project Equipment is expected to be as follows:

(1) for the portion of the Project Equipment acquired and installed on the Project Site during calendar 2026, the 10-year period of personal property tax abatement will be from calendar year 2027 through calendar year 2036, inclusive; and

(2) for the portion of the Project Equipment expected to be acquired and installed on the Project Site during calendar year 2027, the 10-year period of personal property tax abatement will be from calendar year 2028 through calendar year 2037, inclusive.

In each year of the 10-year personal property tax abatement period applicable to each portion of the Project Equipment, the Company will be required to pay a PILOT Payment (commencing in 2027 for the portion of the Project Equipment acquired and installed on the Project Site during calendar year 2026), in an amount equal to the applicable "***PILOT Payment Percentage***" shown in the table below *multiplied by* the amount of ad valorem personal property taxes which would otherwise be due with respect to the Project Equipment, but for the City's ownership thereof:

Project Equipment Acquired and Installed During Calendar Year Ending December 31	**Tax Abatement Period in Years**	**Calendar Years of Personal Property Tax Abatement**	**PILOT Payment Percentage**
2026	1 through 10	2027-2036	50%
2026	--	2037 and after	100%[(1)]
2027	1 through 10	2028-2037	50%
2027	--	2038 and after	100%

[(1)] For the Project Equipment expected to be acquired and installed at the Project Site during calendar year ending December 31, 2026, the last year of the 10-year personal property tax abatement period applicable to that portion of the Project Equipment will be 2036. Under the Lease, it is expected the City will own all portions of the Project Equipment and lease all portions of the Project Equipment to the Company until calendar year ending December 31, 2037; therefore, in calendar year 2037, the Company will be required to pay a PILOT Payment equal to 100% of the *ad valorem* personal property taxes that would otherwise be due with respect to that portion of the Project Equipment originally acquired and delivered to the Project Site in 2026.

Pursuant to Section 100.050 of the Act, certain emergency service districts may elect to be reimbursed up to 100% of the real and personal property taxes they would have received, but for the real and personal property tax abatement on the project. Currently, no qualifying emergency service districts are impacted by the Project described in this Plan. However, to the extent a qualifying emergency service district levies an ad valorem property tax on the Project in the future, the emergency service district may elect a reimbursement rate equal to 100% of the real and personal property taxes the emergency service district would have otherwise received. If Section 100.050 of the Act is determined to apply to any emergency service district in the future, then the Company will be required make PILOT Payments required to satisfy the obligations to any emergency service districts as required by Section 100.050 of the Act.

Except as described above with respect to any emergency service districts that may levy a property tax on the Project in the future, all PILOT Payments, after reduction for actual costs of the City for distributing such payments, will be distributed among the taxing jurisdictions in proportion to the amount of real and personal property taxes which would have been paid in each then-current year had the Project not been exempt from real and personal property taxation, pursuant to Section 100.050.3 of the Act. As previously mentioned in this Plan, the assessments imposed by the Levee District will not be affected by ownership of the Project Site by the City and will continue to be imposed on the Company's Project Site during the term of the Bonds. The Company will continue to be responsible for payment of the Levee District's assessments.

Sales Tax Exemption – Qualified Building Materials. Qualified building materials purchased for the construction of the Project Improvements are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri, as amended, and the underlying Bond documents upon delivery of a project exemption certificate from the City to the Company granting a sales tax exemption on the qualified building materials necessary to complete construction of the Project Improvements.

For purposes of determining the estimated impact on the affected taxing jurisdictions of the sales and use tax exemption on the qualified building materials for the Project Improvements expected to be granted by the City, it was assumed that approximately $11,554,123 (or roughly 50%) of the total estimated $23,108,245 costs of constructing the Project Improvements will be allocated to costs of qualified building materials. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the estimated fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials for the Project Improvements is as follows:

Jurisdiction	Sales/Use Tax Rate	Estimated Sales Tax and/or Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	$488,162
City of St. Joseph	3.875%	447,722
Buchanan County	1.600%	184,866
Total	**9.700%**	**$1,120,750**

Cost-Benefit Analysis and Discussion of Attachments. In compliance with Section 100.050.2(3) of the Act, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the real and personal property tax abatements and exemptions for the Project. The

projections in the Cost-Benefit Analysis in **Attachment B** hereto are estimates based on numerous assumptions set forth herein and in **Attachment A** hereto. Therefore, the actual tax revenues generated from the Project may be different from those estimates shown in the Cost-Benefit Analysis. The following is a summary of the Cost-Benefit Analysis attached to this Plan as **Attachment B** that shows the estimated direct real and personal property tax impact the Project is expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project.

Project Assumptions. **Attachment A – Summary of Key Assumptions** and **Page B-1** of the Cost-Benefit Analysis included as **Attachment B** to this Plan presents a list of the assumptions related to the determination of real and personal property assessed valuations and the real and personal property tax formulas.

Summary of Cost-Benefit Analysis. **Page B-2** of the Cost-Benefit Analysis included as **Attachment B** to this Plan presents a summary for each affected taxing district of (1) the total estimated real property tax revenues that would be generated from the Existing Real Property for the proposed 10-year real property tax abatement period (anticipated to be years 2028 through 2037) if the Project Improvements were never constructed, (2) the total estimated real property tax revenues that would be generated from the Existing Real Property and the Project Improvements for the proposed 10-year tax abatement period if the Project Improvements did not receive the contemplated real property tax abatement, (3) the total estimated value of the real property tax abatement to the Company for the proposed 10-year real property tax abatement period on the Project Improvements, (4) the total estimated value of the PILOT Payments to be paid by the Company for the proposed 10-year real property tax abatement period for the Project Improvements and the Existing Real Property, (5) the total estimated personal property tax revenues that would be generated from the Project Equipment for the proposed 10-year personal property tax abatement period if the Project Equipment did not receive the contemplated personal property tax abatement, (6) the total estimated value of the personal property tax abatement to the Company for the proposed 10-year period personal property tax abatement period on the Project Equipment, and (7) the total estimated value of the PILOT Payments to be paid by the Company for the proposed 10-year personal property tax abatement period for the Project Equipment. Please note that the actual value of the Project Improvements and the Project Equipment may differ from the estimated value assumed in this Plan and may impact the value of the PILOT Payments to be made by the Company.

Real Property Tax Revenues. **Page B-3** of the Cost-Benefit Analysis provides the estimated real property tax revenues that would be generated from the Existing Real Property if the Project Improvements were never constructed on the Project Site. **Page B-4** of the Cost-Benefit Analysis provides the projected value of the 100% PILOT Payments to be made by the Company on the Existing Real Property based on the assessed value of the Existing Real Property. **Page B-5** of the Cost-Benefit Analysis provides the estimated real property tax revenues that would be generated from the Project Improvements if the Project Improvements did not receive the contemplated 50% real property tax abatement. **Page B-6** of the Cost-Benefit Analysis provides the projected value of the 50% PILOT Payments to be made by the Company on the Project Improvements based on the estimated assessed value of the Project Improvements. **Page B-7** of the Cost-Benefit Analysis provides the projected value of the 50% real property tax abatement to the Company for the Project Improvements.

Personal Property Tax Revenues. **Page B-8** of the Cost-Benefit Analysis provides the projected personal property tax revenues that would be generated from the Project Equipment if the Project Equipment did not receive the contemplated 50% personal property tax abatement. **Page B-9** of the Cost-Benefit Analysis provides the projected PILOT Payments to be paid by the Company on the Project Equipment based on the estimated personal property assessed valuation of

the Project Equipment. **Page B-10** of the Cost-Benefit Analysis provides the projected value of the personal property tax abatement on the Project Equipment to the Company.

V. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, we have made some key assumptions to estimate the fiscal impact of the real and personal property abatement and exemptions proposed for the Project. See **Attachment A - Summary of Key Assumptions** and page **B-1** of the Cost Benefit-Analysis attached hereto as **Attachment B** for a summary of these assumptions.

Information necessary to complete this Plan has been furnished by representatives of the City and representatives of the Company, and information prepared by Buchanan County, Missouri, and other persons deemed appropriate. Such information has not been independently verified for accuracy, completeness or fairness.

None of the assumptions or estimates of cost or value set forth in this Plan represent representations or commitments by the Company or the City. The Company shall have the right to appeal or otherwise challenge, by all available formal and informal means, any valuation of the Project established or proposed by the Assessor of Buchanan County, Missouri, or any successor thereto or other authority that seeks to establish the valuation of the Project for ad valorem real or personal property tax purposes; provided, however, the Company will agree that it will not appeal, protest or otherwise contest any real or personal property tax valuation or assessment unless the amount of such real or personal property tax valuation or assessment relative to the Project will cause the total real or personal property assessed valuation of the Project for such year to be greater than 105% of the total amount of real or personal property assessed valuation of the Project set forth in the Cost-Benefit Analysis attached to this Plan.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The total estimated cost of the Project is approximately $30,000,000, of which approximately (a) $23,108,245 is attributable to the estimated costs of constructing the Project Improvements on the Project Site and (b) $6,891,755 is attributable to the estimated costs of acquiring and installing the Project Equipment on the Project Site.

2. The Company expects to begin constructing the Project Improvements in the current calendar year 2026 and anticipates the construction of the Project Improvements will be fully completed during calendar year ending December 31, 2027.

3. It is anticipated that the equipment, machinery and other personal property comprising the Project Equipment will be purchased and installed on the Project Site during the calendar years 2026 and 2027. The anticipated cost of acquiring said Project Equipment in the calendar years 2026 and 2027 as well as the anticipated MACRS class-life of such Project Equipment used for determining deprecation for purposes of calculating the assessed valuation of such Project Equipment is reflected in the table below:

Year Acquired and Delivered to Project Site	Estimated Cost of Project Equipment[(1)]	MACRS Class-Life
2026	$5,586,755	7-year
2027	$1,305,000	7-year

(1) Total estimated costs may include certain soft costs relating to the freight, delivery, installation, assembly, etc., of the Project Equipment, which soft costs are excludable from the calculation of personal property assessed valuation under Missouri law.

4. The Project, consisting of the Real Property (i.e. the Existing Real Property and the Project Improvements to be constructed) and the Project Equipment, will be owned by the City and leased to the Company under the Lease with option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem real and personal property taxes.

5. Beginning in the calendar year following the calendar year in which the construction of the Project Improvements is completed (anticipated to be completed in calendar year 2027), the Company will receive 50% real property tax abatement on the Project Improvements for a period of 10 years (expected to be years 2028 through 2037). However, to ensure that the taxing jurisdictions continue to receive real property tax revenue based on at least the 2025 assessed valuation of the Existing Real Property, during the same 10-year real property tax abatement period (anticipated to be years 2028 through 2037), the Company will make a PILOT Payment equal to 100% of the real property taxes that would otherwise be due on the Existing Real Property (a) based on the 2025 assessed valuation of the Existing Real Property equal to $13,558,380 in calendar year 2028 and 2029 and (b) based on the assessed valuation of the Existing Real Property equal to $14,038,860 in calendar years 2030 through 2037 (which includes the 2025 assessed value of the Existing Real Property of $13,558,380 increased by $480,480 in assessed value that is attributable the Company's 20,000 square foot expansion to its pork processing facility constructed in 2022 that is currently subject to real property tax abatement through calendar year 2029 under the City's Enhanced Enterprise Zone Program and will continue to be subject to abatement through calendar year 2029 as result of the City's ownership of the Existing Real Property in connection with the issuance of the Bonds).

Therefore, in each year of the 10-year real property tax abatement period for the Project Improvements (anticipated to be years 2028 through 2037), the Company will be required to pay a PILOT Payment with respect to the Real Property equal the following:

(a) *In calendar years 2028 and 2029*:

(i) 100% of the ad valorem real property taxes that would otherwise be due on the Existing Real Property based on the 2025 assessed value of the Existing Real Property of $13,558,380, but for the City's ownership thereof; *plus*

(ii) 50% of the ad valorem real property taxes that would otherwise be due on the Real Property in excess of the amount due on the Existing Real Property based on the 2025 assessed value of the Existing Real Property of $13,558,380 (i.e. 50% of the real property taxes attributable to the increase in the assessed value of the Real Property above the 2025 assessed value of the Existing Real Property ($13,558,380) as a result of the Project Improvements), but for the City's ownership thereof.

(b) *In calendar years 2030 through 2037*:

(i) 100% of the ad valorem real property taxes that would otherwise be due on the Existing Real Property based on the assessed value of the Existing Real Property of $14,038,860, but for the City's ownership thereof; *plus*

(b) 50% of the ad valorem real property taxes that would otherwise be due on the Real Property in excess of the amount due on the Existing Real Property based on the assessed value of the Existing Real Property of $14,038,860 (i.e. 50% of the real property taxes attributable to the increase in the assessed value of the Real Property above the assessed value of the Existing Real Property of $14,038,860 as a result of the Project Improvements), but for the City's ownership thereof.

6. The Company will receive 50% personal property tax abatement on each portion of the Project Equipment (which is expected to be acquired and installed on the Project Site in calendar years 2026 and 2027) for a period of 10 years. Therefore, during each year of the 10-year personal property tax abatement period applicable to each portion of the Project Equipment expected to be acquired and installed on the Project Site in calendar years 2026 and 2027, the Company will make PILOT Payments as follows:

(a) *Project Equipment Acquired/Installed in 2026:*

(i) in years 2027 through 2036, inclusive, the Company will make PILOT Payments equal to 50% of the personal property taxes that would otherwise be due on that portion of the Project Equipment, but for the City's ownership thereof; and

(ii) in the year 2037, the Company will make PILOT Payments equal to 100% of the personal property taxes that would otherwise be due on that portion of the Project Equipment, but for the City's ownership thereof.

(b) *Project Equipment Acquired/Installed in 2027:*

(i) in years 2028 through 2037, inclusive, the Company will make PILOT Payments equal to 50% of the personal property taxes that would otherwise be due on that portion of the Project Equipment, but for the City's ownership thereof.

7. Real and personal property taxes are calculated using the following formula:

(Assessed Value * Tax Rate)/100

8. The assessed value of the Real Property is calculated using the following formula:

Estimated Actual Value * Assessment Ratio of 32%

9. The assessed value of the Project Equipment is calculated using the following formula:

(Cost * Depreciation Factor) * Assessment Ratio of 33-1/3%

10. In determining the assessed valuation of the personal property comprising the Project Equipment, a depreciation factor is applied at the end of each year which depends on the recovery period of such personal property. The Company has represented that it expects all personal property comprising the Project Equipment will have a 7-year recovery period. The depreciation factor used for such Project Equipment with a 7-year recovery period is reflected in the table below (*note*: year 0 represents the calendar year in which the Project Equipment is acquired and year 1 represents the calendar year immediately following the year the Project Equipment is acquired - the depreciation factor reflected in each year is multiplied by the original cost of the Project Equipment):

Year	7-Year Recovery Depreciation Factors
0	100.00%
1	89.29%
2	70.16%
3	55.13%
4	42.88%
5	30.63%
6	18.38%
7	10.00%
8	10.00%
9	10.00%
10 and after	10.00%

11. The Project Improvements will be assessed in the first full year after construction of the Project Improvements are completed (first full year of assessment anticipated to be calendar year 2028) and will be reassessed in every odd-numbered year thereafter. An estimated growth of 2% on the Project Improvements has been assumed for each reassessment year (years 2029, 2031, 2033, 2035 and 2037) during the 10-year real property tax abatement period for the Project Improvements.

12. The tax rates used in this Plan reflect the rates in effect for the tax year 2025. The tax rates were held constant through the 2037 tax year.

ATTACHMENT B

COST-BENEFIT ANALYSIS

[See Attached]

CITY OF ST. JOSEPH, MISSOURI
(TRIUMPH FOODS, LLC PROJECT)

COST-BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

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

Project Assumptions

- Initial year taxes assessed (after Project Improvements completed in 2027): 2028
- 2025 appraised value of Existing Real Property: $ 42,369,930
- 2025 assessed value of Existing Real Property: $ 13,558,380
- Estimated appraised value of Project Improvements (after Project Improvements completed in 2027):

Total Squre Footage	Est. Appraised Value Per Sq. Ft.	Est. Appraised Value
47,000	$225	$ 10,575,000

- Bi-annual growth rate of appraised value of real property Project Improvements: 2.0%
- Assessed value as a percentage of appraised value of the Existing Real Property and Project Improvements (commercial): 32.0%
- Annual investments in Project Equipment:

Year	Recovery Period	Est. Cost
2026	7-Year	$ 5,586,755
2027	7-Year	$ 1,305,000

- Assessed value of Project Equipment as a percentage of estimated cost (personal property): 33.33%
- Terms of abatement:

Real Property:

Existing Real Property: Years 1-10 (2028 to 2037): 0%

Project Improvements: Years 1-10 (2028 to 2037): 50%

Personal Property:

7-Year Project Equipment: Years 1-10: 50%

- Project Equipment is depreciated using the following 7-year recovery period schedule:

	Recovery Period in Years
Year	**7-Year Recovery Period**
0	100.00%
1	89.29%
2	70.16%
3	55.13%
4	42.88%
5	30.63%
6	18.38%
7	10.00%
8	10.00%
9	10.00%
10	10.00%
11	10.00%
12	10.00%
13	10.00%
14	10.00%
15 and after	10.00%

Summary of Cost-Benefit Analysis

		Real Property (Existing Real Property and Project Improvements)**				Project Equipment			Real Property and Project Equipment		
Taxing Jurisdiction	**2025 Tax Rate Per $100 of AV**	**Total Estimated Tax Revenues from Existing Real Property (Without Project Improvements)**	**Total Estimated Tax Revenues from Existing Real Property and Project Improvements (Without Abatement on Project Improvements)**	**Total Estimated Value of Tax Abatement on Project Improvements**	**Total Estimated PILOT Payments for Existing Real Property and Project Improvements**	**Total Estimated Tax Revenues Without Abatement on Project Equipment**	**Total Estimated Value of Tax Abatement on Project Equipment**	**Total Estimated PILOT Payments for Project Equipment**	**Total Estimated Tax Revenues from Real Property and Project Equipment (Without Abatement on Project Improvements and Project Equipment)**	**Total Estimated Value of Tax Abatement on Project Improvements and Project Equipment**	**Total Estimated PILOT Payments for Existing Real Property, Real Property Project Improvements and Project Equipment**
City of St. Joseph	$ 1.2805	$ 1,785,371	$ 2,240,885	$ 227,757	$ 2,013,128	$ 104,293	$ 50,954	$ 53,339	$ 2,345,178	$ 278,711	$ 2,066,467
Buchanan County - General Revenue	0.0500	69,714	87,500	8,893	78,607	4,072	1,990	2,083	91,573	10,883	80,690
Buchanan County - Road & Bridge	0.2928	408,244	512,402	52,079	460,323	23,848	11,651	12,196	536,250	63,730	472,520
Developmental Disabilities Board (SB 40)	0.0993	138,452	173,776	17,662	156,114	8,088	3,951	4,136	181,863	21,613	160,250
Rolling Hills Library District	0.2756	384,263	482,302	49,020	433,282	22,447	10,967	11,480	504,749	59,987	444,762
St. Joseph School District	4.9163	6,854,681	8,603,564	874,441	7,729,122	400,418	195,632	204,786	9,003,982	1,070,073	7,933,909
St. Joseph Park District*	0.5000	9,460	9,460	-	9,460	-	-	-	9,460	-	9,460
State of Missouri Blind Pension Fund	0.0300	41,828	52,500	5,336	47,164	2,443	1,194	1,194	54,944	6,530	48,358
Commercial Surtax	0.9300	1,296,677	1,627,507	165,415	1,462,092	-	-	-	1,627,507	165,415	1,462,092
Totals	**8.3745**	**$ 10,988,690**	**$ 13,789,897**	**$ 1,400,604**	**$ 12,389,293**	**$ 565,609**	**$ 276,339**	**$ 289,214**	**$ 14,355,506**	**$ 1,676,943**	**$ 12,678,507**

*St. Joseph Park District's property tax is only levied on the assessed value of land, not buildings or improvements located on land; therefore, the levy does not apply to the Company's existing pork processing facility located on the Project Site or the Project Improvements to be constructed on the Project Site.

**As noted in this Plan and Cost-Benefit Analysis, the Company will not receive any real property tax abatement on the Existing Real Property (i.e. the Project Site and the Company's existing pork processing facility) and, in each year of the contemplated 10-year real property tax abatement period for the Project Improvements (2028-2037), the Company will be required to pay 100% of the real property taxes that would otherwise be owed on the Existing Real Property (a) based on the 2025 assessed valuation of $13,558,380 of the Existing Real Property in calendar years 2028 and 2029 and (b) based on the assessed valuation of $14,038,860 of the Existing Real Property in calendar years 2030 through 2037.

Estimated Real Property Tax Revenues on Existing Real Property (Without Project Improvements)

2025 Assessed Value of Existing Real Property*		**$ 13,558,380**	**$ 13,558,380**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**Total**
City of St. Joseph	$ 1.2805	$ 173,615	$ 173,615	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 1,785,371
Buchanan County - General Revenue	0.0500	6,779	6,779	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	69,714
Buchanan County - Road & Bridge	0.2928	39,699	39,699	41,106	41,106	41,106	41,106	41,106	41,106	41,106	41,106	408,244
Developmental Disabilities Board (SB 40)	0.0993	13,463.5	13,463.5	13,940.6	13,940.6	13,940.6	13,940.6	13,940.6	13,940.6	13,940.6	13,940.6	138,452
Rolling Hills Library District	0.2756	37,367	37,367	38,691	38,691	38,691	38,691	38,691	38,691	38,691	38,691	384,263
St. Joseph School District	4.9163	666,571	666,571	690,192	690,192	690,192	690,192	690,192	690,192	690,192	690,192	6,854,681
St. Joseph Park District**	0.5000	946	946	946	946	946	946	946	946	946	946	9,460
State of Missouri Blind Pension Fund	0.0300	4,068	4,068	4,212	4,212	4,212	4,212	4,212	4,212	4,212	4,212	41,828
Commercial Surtax	0.9300	126,093	126,093	130,561	130,561	130,561	130,561	130,561	130,561	130,561	130,561	1,296,677
Totals	**8.3745**	**$ 1,068,601**	**$ 1,068,601**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 10,988,690**

*In calendar years 2028 and 2029, reflects 2025 assessed valuation of the Existing Real Property (consisting of the Project Site (land) and the Company's existing pork processing facility located thereon) equal to $13,558,380, which excludes $480,480 in assessed value that is attributable the Company's 20,000 square foot expansion to its pork processing facility constructed in 2022 that is currently subject to real property tax abatement through calendar year 2029 under the City's Enhanced Enterprise Zone Program and will continue to be subject to abatement through calendar year 2029 as result of the City's ownership of the Existing Real Property in connection with the issuance of the Bonds. Beginning in calendar year 2030, the Existing Real Property assessed value will be increased by $480,480 to $14,038,860 to account for the $480,480 in assessed value of the Existing Real Property that will no longer be abated after calendar year 2029.

Estimated PILOT Payments on Existing Real Property

2025 Assessed Value of Existing Real Property*		**$ 13,558,380**	**$ 13,558,380**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	**$ 14,038,860**	
PILOT Payment**		**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**Total**
City of St. Joseph	$ 1.2805	$ 173,615	$ 173,615	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 179,768	$ 1,785,371
Buchanan County - General Revenue	0.0500	6,779	6,779	7,019	7,019	7,019	7,019	7,019	7,019	7,019	7,019	69,714
Buchanan County - Road & Bridge	0.2928	39,699	39,699	41,106	41,106	41,106	41,106	41,106	41,106	41,106	41,106	408,244
Developmental Disabilities Board (SB 40)	0.0993	13,463	13,463	13,941	13,941	13,941	13,941	13,941	13,941	13,941	13,941	138,452
Rolling Hills Library District	0.2756	37,367	37,367	38,691	38,691	38,691	38,691	38,691	38,691	38,691	38,691	384,263
St. Joseph School District	4.9163	666,571	666,571	690,192	690,192	690,192	690,192	690,192	690,192	690,192	690,192	6,854,681
St. Joseph Park District***	0.5000	946	946	946	946	946	946	946	946	946	946	9,460
State of Missouri Blind Pension Fund	0.0300	4,068	4,068	4,212	4,212	4,212	4,212	4,212	4,212	4,212	4,212	41,828
Commercial Surtax	0.9300	126,093	126,093	130,561	130,561	130,561	130,561	130,561	130,561	130,561	130,561	1,296,677
Totals	**8.3745**	**$ 1,068,601**	**$ 1,068,601**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 1,106,436**	**$ 10,988,690**

*In calendar years 2028 and 2029, reflects 2025 assessed valuation of the Existing Real Property (consisting of the Project Site (land) and the Company's existing pork processing facility located thereon) equal to $13,558,380, which excludes $480,480 in assessed value that is attributable the Company's 20,000 square foot expansion to its pork processing facility constructed in 2022 that is currently subject to real property tax abatement through calendar year 2029 under the City's Enhanced Enterprise Zone Program and will continue to be subject to abatement through calendar year 2029 as result of the City's ownership of the Existing Real Property in connection with the issuance of the Bonds. Beginning in calendar year 2030, the Existing Real Property assessed value will be increased by $480,480 to $14,038,860 to account for the $480,480 in assessed value of the Existing Real Property that will no longer be abated after calendar year 2029.

**During the 10-year period of real property tax abatement for the Project Improvements (2028-2037), the Company will not receive any real property tax abatement on the Existing Real Property and will be required to pay a PILOT Payment equal to 100% of the real property taxes that would otherwise be due on the Existing Real Property (a) based on the 2025 assessed valuation of $13,558,380 of the Existing Real Property in calendar years 2028 and 2029 and (b) based on the assessed valuation of $14,038,860 of the Existing Real Property in calendar years 2030 through 2037.

***St. Joseph Park District's property tax is only levied on the assessed value of land, not buildings or improvements located on land; therefore, the property tax levy does not apply to the Company's existing pork processing facility located on the Project Site (land) and only reflects real property tax revenues generated by the St. Joseph Park District from its property tax levied against the assessed value of the Project Site (land only) in 2025, which the Company will continue to be required to pay during the 10-year real property tax abatement period for the Project Improvements (2028-2037)

Estimated Real Property Tax Revenues on Project Improvements (Without Abatement)

Estimated Assessed Value of Real Property Project Improvements (excludes Existing Real Property)		$ 3,384,000	$ 3,451,680	$ 3,451,680	$ 3,520,714	$ 3,520,714	$ 3,591,128	$ 3,591,128	$ 3,662,950	$ 3,662,950	$ 3,736,209	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**Total**
City of St. Joseph	$ 1.2805	$ 43,332	$ 44,199	$ 44,199	$ 45,083	$ 45,083	$ 45,984	$ 45,984	$ 46,904	$ 46,904	$ 47,842	$ 455,514
Buchanan County - General Revenue	0.0500	1,692	1,726	1,726	1,760	1,760	1,796	1,796	1,831	1,831	1,868	17,787
Buchanan County - Road & Bridge	0.2928	9,908	10,107	10,107	10,309	10,309	10,515	10,515	10,725	10,725	10,940	104,158
Developmental Disabilities Board (SB 40)	0.0993	3,360	3,428	3,428	3,496	3,496	3,566	3,566	3,637	3,637	3,710	35,324
Rolling Hills Library District	0.2756	9,326	9,513	9,513	9,703	9,703	9,897	9,897	10,095	10,095	10,297	98,040
St. Joseph School District	4.9163	166,368	169,695	169,695	173,089	173,089	176,551	176,551	180,082	180,082	183,683	1,748,883
St. Joseph Park District*	0.5000	-	-	-	-	-	-	-	-	-	-	-
State of Missouri Blind Pension Fund	0.0300	1,015	1,036	1,036	1,056	1,056	1,077	1,077	1,099	1,099	1,121	10,672
Commercial Surtax	0.9300	31,471	32,101	32,101	32,743	32,743	33,397	33,397	34,065	34,065	34,747	330,830
Totals	**8.3745**	**$ 266,473**	**$ 271,803**	**$ 271,803**	**$ 277,239**	**$ 277,239**	**$ 282,783**	**$ 282,783**	**$ 288,439**	**$ 288,439**	**$ 294,208**	**$ 2,801,208**

*St. Joseph Park District's property tax is only levied on the assessed value of land, not buildings or improvements located on land; therefore, the levy does not apply to the Project Improvements to be constructed on the Project Site.

		Estimated Assessed Value of Real Property Project Improvements									
	Est. Appraised Value	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**
Project Improvements (completed in 2027):	10,575,000	3,384,000	3,451,680	3,451,680	3,520,714	3,520,714	3,591,128	3,591,128	3,662,950	3,662,950	3,736,209
Total Estimated Assessed Value of Real Property Project Improvements:		**3,384,000**	**3,451,680**	**3,451,680**	**3,520,714**	**3,520,714**	**3,591,128**	**3,591,128**	**3,662,950**	**3,662,950**	**3,736,209**

Estimated PILOT Payments on Project Improvements

Estimated Assessed Value of Real Property Project Improvements (excludes Existing Real Property)		**$ 3,384,000**	**$ 3,451,680**	**$ 3,451,680**	**$ 3,520,714**	**$ 3,520,714**	**$ 3,591,128**	**$ 3,591,128**	**$ 3,662,950**	**$ 3,662,950**	**$ 3,736,209**	
PILOT Payment		**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**Total**
City of St. Joseph	$ 1.2805	$ 21,666	$ 22,099	$ 22,099	$ 22,541	$ 22,541	$ 22,992	$ 22,992	$ 23,452	$ 23,452	$ 23,921	$ 227,757
Buchanan County - General Revenue	0.0500	846	863	863	880	880	898	898	916	916	934	8,893
Buchanan County - Road & Bridge	0.2928	4,954	5,053	5,053	5,154	5,154	5,257	5,257	5,363	5,363	5,470	52,079
Developmental Disabilities Board (SB 40)	0.0993	1,680	1,714	1,714	1,748	1,748	1,783	1,783	1,819	1,819	1,855	17,662
Rolling Hills Library District	0.2756	4,663	4,756	4,756	4,852	4,852	4,949	4,949	5,048	5,048	5,148	49,020
St. Joseph School District	4.9163	83,184	84,847	84,847	86,544	86,544	88,275	88,275	90,041	90,041	91,842	874,441
St. Joseph Park District*	0.5000	-	-	-	-	-	-	-	-	-	-	-
State of Missouri Blind Pension Fund	0.0300	508	518	518	528	528	539	539	549	549	560	5,336
Commercial Surtax	0.9300	15,736	16,050	16,050	16,371	16,371	16,699	16,699	17,033	17,033	17,373	165,415
Totals	**8.3745**	**$ 133,237**	**$ 135,901**	**$ 135,901**	**$ 138,619**	**$ 138,619**	**$ 141,392**	**$ 141,392**	**$ 144,220**	**$ 144,220**	**$ 147,104**	**$ 1,400,604**

*St. Joseph Park District's property tax is only levied on the assessed value of land, not buildings or improvements located on land; therefore, the levy does not apply to the Project Improvements to be constructed on the Project Site.

Estimated Value of Real Property Tax Abatement on Project Improvements

Estimated Assessed Value of Real Property Project Improvements (excludes Existing Real Property)	**$ 3,384,000**	**$ 3,451,680**	**$ 3,451,680**	**$ 3,520,714**	**$ 3,520,714**	**$ 3,591,128**	**$ 3,591,128**	**$ 3,662,950**	**$ 3,662,950**	**$ 3,736,209**		
Abatement Percentage	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**		
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**Total**
City of St. Joseph	$ 1.2805	$ 21,666	$ 22,099	$ 22,099	$ 22,541	$ 22,541	$ 22,992	$ 22,992	$ 23,452	$ 23,452	$ 23,921	$ 227,757
Buchanan County - General Revenue	0.0500	846	863	863	880	880	898	898	916	916	934	8,893
Buchanan County - Road & Bridge	0.2928	4,954	5,053	5,053	5,154	5,154	5,257	5,257	5,363	5,363	5,470	52,079
Developmental Disabilities Board (SB 40)	0.0993	1,680	1,714	1,714	1,748	1,748	1,783	1,783	1,819	1,819	1,855	17,662
Rolling Hills Library District	0.2756	4,663	4,756	4,756	4,852	4,852	4,949	4,949	5,048	5,048	5,148	49,020
St. Joseph School District	4.9163	83,184	84,847	84,847	86,544	86,544	88,275	88,275	90,041	90,041	91,842	874,441
St. Joseph Park District*	0.5000	-	-	-	-	-	-	-	-	-	-	-
State of Missouri Blind Pension Fund	0.0300	508	518	518	528	528	539	539	549	549	560	5,336
Commercial Surtax	0.9300	15,736	16,050	16,050	16,371	16,371	16,699	16,699	17,033	17,033	17,373	165,415
Totals	**8.3745**	**$ 133,237**	**$ 135,901**	**$ 135,901**	**$ 138,619**	**$ 138,619**	**$ 141,392**	**$ 141,392**	**$ 144,220**	**$ 144,220**	**$ 147,104**	**$ 1,400,604**

*St. Joseph Park District's property tax is only levied on the assessed value of land, not buildings or improvements located on land; therefore, the levy does not apply to the Project Improvements to be constructed on the Project Site.

Estimated Personal Property Tax Revenues on Project Equipment (Without Abatement)

Estimated Assessed Value of Project Equipment		**$ 1,662,638**	**$ 1,694,798**	**$ 1,331,722**	**$ 1,038,245**	**$ 756,860**	**$ 475,475**	**$ 266,152**	**$ 229,702**	**$ 229,702**	**$ 229,702**	**$ 229,702**	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**Total**
City of St. Joseph	$ 1.2805	$ 21,290	$ 21,702	$ 17,053	$ 13,295	$ 9,692	$ 6,088	$ 3,408	$ 2,941	$ 2,941	$ 2,941	$ 2,941	$ 104,293
Buchanan County - General Revenue	0.0500	831	847	666	519	378	238	133	115	115	115	115	4,072
Buchanan County - Road & Bridge	0.2928	4,868	4,962	3,899	3,040	2,216	1,392	779	673	673	673	673	23,848
Developmental Disabilities Board (SB 40)	0.0993	1,651	1,683	1,322	1,031	752	472	264	228	228	228	228	8,088
Rolling Hills Library District	0.2756	4,582	4,671	3,670	2,861	2,086	1,310	734	633	633	633	633	22,447
St. Joseph School District	4.9163	81,740	83,321	65,471	51,043	37,210	23,376	13,085	11,293	11,293	11,293	11,293	400,418
State of Missouri Blind Pension Fund	0.0300	499	508	400	311	227	143	80	69	69	69	69	2,443
Totals	**6.9445**	**$ 115,462**	**$ 117,695**	**$ 92,481**	**$ 72,101**	**$ 52,560**	**$ 33,019**	**$ 18,483**	**$ 15,952**	**$ 15,952**	**$ 15,952**	**$ 15,952**	**$ 565,609**

		Project Equipment - Estimated Personal Property Assessed Value (7-Year Depreciation)										
Acquisition Year	**Est. Cost**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**
2026	$ 5,586,755	1,662,638	1,306,425	1,026,557	798,454	570,351	342,248	186,207	186,207	186,207	186,207	186,207
2027	$ 1,305,000	-	388,373	305,165	239,792	186,509	133,227	79,945	43,496	43,496	43,496	43,496
Total Assessed Valuation - Project Equipment:		**1,662,638**	**1,694,798**	**1,331,722**	**1,038,245**	**756,860**	**475,475**	**266,152**	**229,702**	**229,702**	**229,702**	**229,702**

Estimated PILOT Payments on Project Equipment

Estimated Assessed Value of Project Equipment Acquired in 2026	**$ 1,662,638**	**$ 1,306,425**	**$ 1,026,557**	**$ 798,454**	**$ 570,351**	**$ 342,248**	**$ 186,207**	**$ 186,207**	**$ 186,207**	**$ 186,207**	**$ 186,207**		
PILOT Payment	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**100%**		
Estimated Assessed Value of Project Equipment Acquired in 2027		**$ 388,373**	**$ 305,165**	**$ 239,792**	**$ 186,509**	**$ 133,227**	**$ 79,945**	**$ 43,496**	**$ 43,496**	**$ 43,496**	**$ 43,496**		
PILOT Payment		**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**		

Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**Total**
City of St. Joseph	$ 1.2805	$ 10,645	$ 10,851	$ 8,526	$ 6,647	$ 4,846	$ 3,044	$ 1,704	$ 1,471	$ 1,471	$ 1,471	$ 2,663	$ 53,339
Buchanan County - General Revenue	0.0500	416	424	333	260	189	119	67	57	57	57	104	2,083
Buchanan County - Road & Bridge	0.2928	2,434	2,481	1,950	1,520	1,108	696	390	336	336	336	609	12,196
Developmental Disabilities Board (SB 40)	0.0993	826	841	661	515	376	236	132	114	114	114	206	4,136
Rolling Hills Library District	0.2756	2,291	2,335	1,835	1,431	1,043	655	367	317	317	317	573	11,480
St. Joseph School District	4.9163	40,870	41,661	32,736	25,522	18,605	11,688	6,542	5,646	5,646	5,646	10,224	204,786
State of Missouri Blind Pension Fund	0.0300	249	254	200	156	114	71	40	34	34	34	62	1,250
Totals	**6.9445**	**$ 57,731**	**$ 58,848**	**$ 46,241**	**$ 36,050**	**$ 26,280**	**$ 16,510**	**$ 9,241**	**$ 7,976**	**$ 7,976**	**$ 7,976**	**$ 14,441**	**$ 289,270**

Estimated Value of Personal Property Tax Abatement on Project Equipment

Estimated Assessed Value of Project Equipment Acquired in 2026	**$ 1,662,638**	**$ 1,306,425**	**$ 1,026,557**	**$ 798,454**	**$ 570,351**	**$ 342,248**	**$ 186,207**	**$ 186,207**	**$ 186,207**	**$ 186,207**	**$ 186,207**	
Abatement Percentage	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**0%**	
Estimated Assessed Value of Project Equipment Acquired in 2027		**$ 388,373**	**$ 305,165**	**$ 239,792**	**$ 186,509**	**$ 133,227**	**$ 79,945**	**$ 43,496**	**$ 43,496**	**$ 43,496**	**$ 43,496**	
Abatement Percentage		**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	

Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**Total**
City of St. Joseph	1.2805	$ 10,645	$ 10,851	$ 8,526	$ 6,647	$ 4,846	$ 3,044	$ 1,704	$ 1,471	$ 1,471	$ 1,471	$ 278	$ 50,954
Buchanan County - General Revenue	0.0500	416	424	333	260	189	119	67	57	57	57	11	1,990
Buchanan County - Road & Bridge	0.2928	2,434	2,481	1,950	1,520	1,108	696	390	336	336	336	64	11,651
Developmental Disabilities Board (SB 40)	0.0993	826	841	661	515	376	236	132	114	114	114	22	3,951
Rolling Hills Library District	0.2756	2,291	2,335	1,835	1,431	1,043	655	367	317	317	317	60	10,967
St. Joseph School District	4.9163	40,870	41,661	32,736	25,522	18,605	11,688	6,542	5,646	5,646	5,646	1,069	195,632
State of Missouri Blind Pension Fund	0.0300	249	254	200	156	114	71	40	34	34	34	7	1,194
Totals	**6.9445**	**$ 57,731**	**$ 58,848**	**$ 46,241**	**$ 36,050**	**$ 26,280**	**$ 16,510**	**$ 9,241**	**$ 7,976**	**$ 7,976**	**$ 7,976**	**$ 1,510**	**$ 276,339**

CITY OF ST. JOSEPH, MISSOURI,
the City

AND

UMB BANK, N.A.,
as Trustee

_____

TRUST INDENTURE

Dated as of July 1, 2026

_____

Relating to:

$32,000,000
(Aggregate Maximum Principal Amount)
City of St. Joseph, Missouri
Taxable Industrial Development Revenue Bonds
(Triumph Foods, LLC Project)
Series 2026

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of July 1, 2026 (this **"Indenture"**), between the **CITY OF ST. JOSEPH, MISSOURI**, a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri (the **"City"**), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as trustee (the **"Trustee"**);

RECITALS:

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

2. In accordance with Section 100.059.1 of the Act, the City Council of the City gave notice to the affected taxing jurisdictions regarding the City's intent to approve a Plan for an Industrial Development Project and Cost-Benefit Analysis (the **"Plan"**) and issue a series of taxable industrial development revenue bonds under the Act in order to finance the costs of an industrial development project for the benefit of Triumph Foods, LLC, a Missouri limited liability (the **"Company"**), consisting of (a) acquiring two parcels of real property located at 5302 Stockyards Expressway in the City consisting of approximately 55.7 acres (the **"Project Site,"** as legally described on **Exhibit A** hereto) upon which the Company's existing approximately 573,000 square foot pork processing facility is located (the Project Site and the Company's existing pork processing facility located thereon is referred to herein as the **"Existing Real Property"**), (b) constructing an approximately 47,000 square foot expansion to the Company's existing pork processing facility located on the Project Site to increase the number of shipping docks, increase combo cooler storage and export cooler storage, expand the existing cut floor and relocate site utilities to accommodate the expansion and potential future improvements (the **"Project Improvements,"** as further described in **Exhibit B** hereto), and (c) acquiring and installing certain machinery, equipment and other personal property on the Project Site (the **"Project Equipment,"** as further described in **Exhibit C** hereto).

3. Following notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act, the City Council of the City passed Special Ordinance No. [_____] on July 6, 2026 (the **"Ordinance"**), (a) approving the Plan for the Project (defined below) and (b) authorizing the issuance of the City's Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026, in the maximum principal amount of $32,000,000 (the **"Bonds"**), to pay or reimburse the costs of acquiring the Existing Real Property, constructing the Project Improvements and acquiring and installing the Project Equipment (collectively, the **"Project"**).

4. Pursuant to the Ordinance, the City is authorized to enter into (a) this Indenture between the City and the Trust for the purpose of issuing and securing the Bonds, as herein provided, (b) a Lease Agreement of even date herewith (the **"Lease"**) with the Company, as lessee, under which the City, as lessor, will lease the Existing Real Property and the Project Improvements to be constructed (collectively,

the **"Real Property"**) and the Project Equipment to the Company in consideration of rental payments to be paid by the Company that will be sufficient to pay the principal of and interest on the Bonds, (c) a Performance Agreement of even date herewith (the **"Performance Agreement"**) with the Company for the purpose of setting forth the terms and conditions of the exemption of the Real Property and the Project Equipment from real and personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Real Property and Project Equipment, respectively, and (d) such other documents relating to the Bonds as the City and the Company deem appropriate.

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

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

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

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to any words and terms defined in the Lease (which definitions are hereby incorporated by reference) and any words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

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

"Affiliate" means any entity that controls, is controlled by, or under common control with, the Company.

"Approved Investor" means (a) the Company, (b) an Affiliate of the Company, (c) a Financing Party, (d) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, or (e) any Person approved by the City Council of the City.

"Assessor" means the County Assessor of Buchanan County, Missouri.

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

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

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

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026, in the maximum aggregate principal amount of $32,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of St. Joseph, Missouri, Bond Fund – Triumph Foods, LLC Project" created in **Section 501** of this Indenture.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

"City" means the City of St. Joseph, Missouri, a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to any Project Costs paid by the Company from its own funds on or before the Closing Date, and, at the Company's option, the costs of issuance of the Bonds if such costs are not paid for from Bond proceeds.

"Company" means Triumph Foods, LLC, a Missouri limited liability, and its successors or assigns.

"Completion Date" means the date of execution of the certificate with respect to the Project Improvements and the Project Equipment required by **Section 4.5** of the Lease and **Section 504** of this Indenture and filed with the Trustee.

"Costs of Issuance Fund" means the "City of St. Joseph, Missouri, Costs of Issuance Fund – Triumph Foods, LLC Project" created in **Section 501** of this Indenture.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed $32,000,000 as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

"Existing Real Property" means, collectively, the Project Site and the Company's existing pork processing facility and other buildings, facilities, and improvements currently located thereon, but excluding the Project Improvements to be constructed thereon.

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

"Financing Document" means any loan agreement, credit agreement, promissory note, security agreement, financing statement, mortgage, deed of trust, letter of credit, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of, or for the benefit of, a Financing Party, and all amendments, modifications, restatements, extensions and renewals thereof, permitted pursuant to the provisions of **Section 10.4** of the Lease.

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

"Full Insurable Value" means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined at the expense of the Company from time to time.

"Government Securities" means (a) noncallable, nonredeemable direct obligations of the United States of America, and (b) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America.

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

"Investment Securities" means any of the following securities:

(a) Government Securities;

(b) bonds, notes or other obligations of the State or any political subdivision of the State, which at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration and the Federal Home Loan Mortgage Corporation;

(d) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (c) above and that have a market value at all times at least equal to the principal amount of such repurchase agreements and are held in a custodial or trust account;

(e) certificates of deposit, time deposits, demand deposits or U.S. dollar denominated deposit accounts, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit, time deposits, demand deposits or U.S. dollar denominated deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully collateralized by such securities as are described above in clauses (a) through (d), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit, time deposits, demand deposits or U.S. dollar denominated deposit accounts;

(f) money market funds registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and having a rating of AAAm-G, AAA-m, or AA-m if rated by S&P or a rating of Aaa, Aa1 or Aa2 if rated by Moody's; or

(g) any other investment approved in writing by an Authorized Company Representative, an Authorized City Representative and the Owners of all of the Outstanding Bonds.

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

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

"Leasehold Mortgage" means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of the Lease.

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

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

(a) Bonds subsequently canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

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

"Payment Date" means the date on which the principal of or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Performance Agreement" means the Performance Agreement dated as of July 1, 2026, among the City and the Company, as amended and supplemented from time to time.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes, special assessments and other governmental charges not then delinquent, (b) this Indenture, the Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens, security interests or encumbrances granted pursuant to the Lease, any Leasehold Mortgage or any other Financing Document, and (f) such exceptions to title set forth in the Commitment for Title Insurance No. [_____], issued by [_____] on [_____], 2026.

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

"Plans and Specifications" means the plans and specifications prepared for and showing the construction of the Project Improvements and acquisition and installation of the Project Equipment, as amended by the Company from time to time, the same being on file at the principal office of the Company, and which shall be available for reasonable inspection during normal business hours and upon not less than three (3) Business Day's prior notice by the City, the Trustee and their duly appointed representatives.

"Principal Amount Advanced" means the amount set forth in each requisition certificate submitted to the Trustee in accordance with **Section 4.4** of the Lease, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

"Project" means, collectively, the Existing Real Property, the Project Improvements and the Project Equipment, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist.

"Project Costs" means all costs of purchasing, constructing, improving and equipping the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Existing Real Property, the construction and improvement of the Project Improvements located on the Project Site, and the acquisition and installation of the Project Equipment on the Project Site, which the Company conveys to the City;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants

in relation to the acquisition, purchase, construction, improvement and equipping of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in connection with the acquisition, purchase, construction and improvement of the Project Improvements and otherwise improving the Existing Real Property and purchasing and installing the Project Equipment, including the actual cost of labor and materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the purchase, construction, improvement and installation of the Project Improvements and the Project Equipment;

(d) interest accruing on the Bonds during the construction period of the Project Improvements;

(e) the cost of title insurance policies or reports and the cost of any other insurance maintained in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, including fees of Bond Counsel, fees and expenses of accountants and other consultants, publication and printing expenses and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the purchase, construction, improvement and installation of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the purchase construction, improvement and installation of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

"Project Equipment" means all items of equipment or other personal property acquired or installed or acquired for installation in the Project Improvements or elsewhere on the Project Site pursuant to **Article IV** of the Lease and paid for in whole from the proceeds of Bonds, as described in **Exhibit C** attached hereto, and by this reference made a part hereof, and all replacements thereof and substitutions therefor which, pursuant to **Section 8.2** of the Lease, constitute part of the Project Equipment.

"Project Fund" means the "City of St. Joseph, Missouri, Project Fund – Triumph Foods, LLC Project" created in **Section 501**.

"Project Improvements" means the approximately 47,000 square foot expansion to the Company's existing pork processing facility to increase the number of shipping docks, increase combo cooler storage and export cooler storage, expand the existing cut floor and relocate site utilities to accommodate the expansion and potential future improvements to be constructed on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from proceeds of the Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Project Site" means all of the real estate described in **Exhibit A** attached hereto.

"Purchaser" means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds, and its successors or assigns.

"Real Property" means, collectively, the Existing Real Property and the Project Improvements to be constructed on the Project Site.

"State" means the State of Missouri.

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

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

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

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

"Unassigned Rights" means the City's rights under the Lease to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

Section 102. Rules of Interpretation.

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

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

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

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

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

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

Section 103. Date of Indenture. The dating of this Indenture as of July 1, 2026, is intended as and for the convenient identification of this Indenture only and is not intended to indicate that this Indenture was executed and delivered on said date, this Indenture being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as the "City of St. Joseph, Missouri, Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $32,000,000.

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

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

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit D** hereto, in the denomination of $0.01 or any multiple thereof.

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

Section 204. Method and Place of Payment of Bonds.

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

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of the Paying Agent named in the Bonds. The payment of principal of the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the 15th day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

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

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company or any Financing Party is the sole Owner of the Bonds, then the Company, as lessee under the Lease, may set-off its obligation to the City to pay Basic Rent under the Lease against the City's obligation to the Company or Financing Party, as Owner, to pay principal of and interest on the Bonds under this Indenture. The Trustee may conclusively rely on the absence of any written notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Company, as lessee under the Lease, is deemed to have paid its obligation to the City to pay Basic Rent under the Lease and the City is deemed to have paid its obligation to the Company or the Financing Party, as Owner, to pay principal of and interest on the Bonds under this Indenture. On the final Payment Date, the Company may deliver the Bonds to the Trustee for cancellation, and the Company, as lessee under the Lease, shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

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

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

Section 206. Registration, Transfer and Exchange of Bonds.

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

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

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

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

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

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of $32,000,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the "City of St. Joseph, Missouri, Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2037 (subject to prior redemption as provided in **Article III**), and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

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

(1) an electronic certified copy of the Ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture and the Lease;

(2) an electronic copy of executed counterparts or copies of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) a representation letter from the Purchaser in substantially the form attached hereto as **Exhibit E** hereto;

(4) a request and authorization to the Trustee on behalf of the City, executed by an Authorized City Representative, to authenticate the Bonds and deliver the same to or at the written direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to the name of the Purchaser and the amount of such purchase price; and

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

In authenticating Bonds, the Trustee makes no certification or representation that the Bonds have been validly issued or constitute legally binding obligations of the City.

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

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

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

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates to the Trustee in accordance with **Section 4.4** of the Lease. If the Purchaser does not pay to the Trustee the amount set forth in the requisition certificates, the Purchaser will be deemed to have advanced an amount equal to the amount set forth in the requisition certificates and, if the Trustee is holding the Bonds, the Trustee shall endorse the Bonds in an amount equal to the amount set forth in each requisition certificate as indicated thereon. The Trustee shall be entitled to rely upon a written

waiver of receipt and payment of such amount as long as the Company and the Purchaser are the Same Person. The date of endorsement of each Principal Amount Advanced as set forth on **Schedule I** to the Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted to the Trustee for the Project and shall notify the City if the requisitions submitted exceed the maximum principal amount of the Bonds permitted hereunder.

(f) The Bonds shall bear interest at the rate of 5.00% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full, but not later than December 1, 2037. Interest shall be calculated on the basis of a year of 360 days consisting of 12 months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as the **"Principal Amount Advanced"** and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the **"Cumulative Outstanding Principal Amount."** If the Trustee is holding the Bonds such advanced amounts shall be reflected on **Schedule I** to the Bonds. To the extent that advances are deemed by **Section 208(e)** to have been made pursuant to requisition certificates, the Trustee's records of such advances shall be based solely on the requisition certificates provided to it, and the Trustee shall have no duty or obligation to determine whether such amounts have in fact been advanced by the Purchaser. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners (or set-off as permitted by **Section 204(e)** hereof), pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records and **Schedule I** to the Bonds, if the Trustee is holding the Bonds, the principal amount paid on the Bonds as the **"Principal Amount Redeemed"** and shall enter the then Outstanding principal amount of the Bonds as the "**Cumulative Outstanding Principal Amount."** The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit D** hereto. To the extent the Company, as lessee, sets-off its obligation to the City, as lessor, under the Lease against the City's obligation to the Company as permitted by **Section 204(e)** hereof, the Trustee shall not be required to confirm that such set-off has occurred. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. As soon as practicable following the Completion Date, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

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

Section 210. Cancellation and Destruction of Bonds Upon Payment.

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

(b) All Bonds canceled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with applicable laws and regulations and the Trustee's policies and practices. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the Company, on behalf of the City, and upon written instructions from the Company, (1) in whole, if the Company, in accordance with the terms of the Lease, exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (A) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (B) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Any redemption and payment of the Bonds shall account for any permitted set-off as set forth in **Section 5.1** of the Lease.

(b) The Bonds are subject to mandatory redemption, (1) in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project, or (2) in whole, if the Company purchases the Project pursuant to **Section 11.4** of the Lease. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

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

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

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile or other electronic communication (if such information is on file with the Trustee) or by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

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

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following separate special trust funds in the name of the City:

(a) "City of St. Joseph, Missouri, Project Fund – Triumph Foods, LLC Project" (herein called the **"Project Fund"**).

(b) "City of St. Joseph, Missouri, Bond Fund – Triumph Foods, LLC Project" (herein called the **"Bond Fund"**).

(c) "City of St. Joseph, Missouri, Costs of Issuance Fund – Triumph Foods, LLC Project" (herein called the **"Costs of Issuance Fund"**).

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)** and **(e)** hereof), including Additional Payments as defined in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and installing the Project shall pursuant to any written directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

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

(b) If, pursuant to **Section 208(d)** or **(e)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in a requisition certificate submitted by the Company to the Trustee in accordance with the provisions of **Article IV** of the Lease, the Trustee shall, upon endorsement of the Bonds in an equal amount, be deemed to have disbursed such funds from the Project Fund to the Company (or such other Person designated by the Company) in satisfaction of such requisition certificate. If the Trustee is holding the Bonds, such deemed disbursement will be deemed to have been made on the date the Trustee endorses the Bonds with respect to such amounts.

(c) In paying any requisition certificate under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative and approved by the Authorized City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any requisition certificate by an Authorized Company Representative and Authorized City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the purchase, construction and installation of the Project Improvements and the Project Equipment and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the respective certificates required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the later of (a) the Completion Date of the Project Improvements or (b) the Completion Date of the Project Equipment (which will evidence the completion of the entire Project), any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to and deposited in the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Any money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or be refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts designated as costs of issuance in a closing memorandum provided to the Trustee on or before the Closing Date. The Trustee may rely conclusively on the amounts due as shown in either the requisition

certificate or the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance within 90 days of the issuance date of the Bonds shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (1) all accrued interest on the Bonds, if any, paid by the Purchaser; (2) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (3) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (4) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (5) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (6) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (7) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (8) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Only if deposits are being made to the Trustee, the Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all the Bonds Outstanding, payment may be made via transaction entry on the trust records held by the Trustee.

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

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

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether at maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof may look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be

subject to the lien hereof. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by an Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall hold such amounts uninvested in cash without liability for interest thereon. The Trustee may conclusively rely upon the Authorized Company Representative's written instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification to the Trustee that such directed investments constitute Investment Securities. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

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

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

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

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on

its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

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

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

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements and hereby authorizes and directs the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall file continuation statements with respect to each Uniform Commercial Code financing statement relating to the Trust Estate filed at the time of the issuance of the Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee has been notified in writing by the Company that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and description of collateral in filing any financing or continuation statements or modifications thereto pursuant to this Section, and (b) filing any continuation statements in the same filing offices as the initial filings were made. The Company shall be responsible for the reasonable customary fees charged by the Trustee for the preparation and filing of continuation statements and for the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder, including reasonable attorneys' fees and expenses. These fees shall be considered "extraordinary services" fees.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The Trustee, as assignee, transferee, pledgee and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as

not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

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

(a) Default in the due and punctual payment of the principal of any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof; or

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for the redemption thereof; or

(c) Default as specified in **Section 12.1** of the Lease has occurred; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until actual notice of such default by registered or certified mail has been given by the City, the Company, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company or the City (as the case may be), and the Company or the City (as the case may be) has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the City or the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment, then and in every such case the Trustee shall, but only with the written approval of a majority of the Owners of the Bonds then Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds as provided in **Sections 11.1** and **12.2** of the Lease.

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

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

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

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

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

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

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof, or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof, and provided further, that the Trustee shall have the right to decline to follow any such directions if the Trustee shall in good faith determine that the proceedings so directed would involve the Trustee in personal liability.

(b) Notwithstanding any provision in this Indenture to the contrary, including subsection **(a)** of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only as it relates to Additional Rent) **(b)** (but only as it relates to Unassigned Rights), **(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

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

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

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

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

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

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

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

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all reasonable fees, expenses and charges of the City and the Trustee and any other

amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

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

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

ARTICLE X

THE TRUSTEE

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

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and

powers vested in it by this Indenture and shall use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

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

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

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

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

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

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

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times (during business hours but without disruption to the business) and subject to at least five Business Days' advance written notice and in observance of the Company's usual business, safety and security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City or the Company pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

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

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

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

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

(n) The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture or the Lease sent in the form of a signed document by the City or the Company, as the case may be, by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City or the Company, respectively, shall provide to the Trustee an incumbency certificate listing designated Persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the City or the Company, as applicable, elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee acts upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City or the Company, as applicable, agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

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

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

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

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

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

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

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

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

Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

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

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor, Deputy Mayor or City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trusts having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided within 30 days of any resignation or removal, the Trustee, at the Company's expense, or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor has been appointed as above provided.

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

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest

thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it has been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and has been provided adequate funds for the purpose of such payment.

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

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

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall, so long as no Event of Default has occurred or is continuing to occur hereunder, be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

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

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

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

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

ARTICLE XI

SUPPLEMENTAL INDENTURES

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

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee shall be entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform this Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

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

(b) If the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental

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

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

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

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and rely conclusively upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such

proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the designated corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the City, the Trustee or the Company from executing the same or from taking any action pursuant to the provisions thereof.

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

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and the Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

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

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or

upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms thereof, or (2) has been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment or (B) Government Securities maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, or (3) has been provided for by surrendering the Bonds to the Trustee for cancellation. When the Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

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

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

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

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

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

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

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture,

except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee certifies in writing to the Trustee that the pledgee has the right so to act with respect to such Bonds and that the pledgee is not the Company or any Affiliate thereof. The Trustee may conclusively rely on such certificate without independent investigation of the facts therein.

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

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or the Owners, if the same is duly mailed by registered or certified mail, postage prepaid, or sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the City:

City of St. Joseph, Missouri
1100 Frederick Avenue
St. Joseph, Missouri 64501
Attention: City Manager

with a copy to:

Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Attention: Haden Crumpton

(b) To the Trustee:

UMB Bank, N.A.
928 Grand Boulevard
Kansas City, Missouri 64106
Attention: Corporate Trust Department

(c) To the Company:

Triumph Foods, LLC
5302 Stockyards Expressway, Room 307
St. Joseph, Missouri 64504
Attention: Josh Klienman, Chief Financial Officer

with a copy to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Attention: Chris Peterson

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

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

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

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

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

Section 1407. Electronic Transaction and Digital Signature.

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

(b) The words "execute," "execution," "signed," "signature," and words of similar import used in or related to any document to be signed in connection with this Indenture, or any of the transactions contemplated hereby (including amendments, waivers, consents, and other modifications) shall be deemed to include electronic signatures and the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as applicable, to the fullest extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, and any other similar state laws based on the Uniform Electronic Transactions Act.

Section 1408. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Indenture, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

Section 1409. City Consents and Approvals. Pursuant to the Ordinance, the Mayor, the Deputy Mayor, the City Attorney, the City Manager and the City Clerk are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing and refinancing of the Project by the Company, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, the Performance Agreement, this Indenture and the Lease. The Mayor, the Deputy Mayor, the City Attorney, the City Manager and the City Clerk are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, this Indenture, the Lease or the Performance Agreement as may be requested during the term thereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the City Council.

[*Remainder of this page intentionally left blank.*]

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

CITY OF ST. JOSEPH, MISSOURI

By: _____
Name: Michael Schumacher
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Kaycee Garton
Title: City Clerk

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name:_____
Title: _____

EXHIBIT A

PROJECT SITE

The real property located in Buchanan County, Missouri, upon which the Project Improvements and Project Equipment will be located, as more specifically described below:

[To Be Provided]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the construction of an approximately 47,000 square foot expansion to the Company's existing pork processing facility located on the Project Site to increase the number of shipping docks, increase combo cooler storage and export cooler storage, expand the existing cut floor and relocate site utilities to accommodate the expansion and potential future improvements, including all additions, alterations, modifications and improvements thereto made pursuant to the Lease, which are completed pursuant to **Article IV** of the Lease and are paid for, or reimbursed, with proceeds of the Bonds.

EXHIBIT C

PROJECT EQUIPMENT

The Project Equipment consists of all items of equipment or other personal property designated by the Company now or hereafter procured, assembled, or installed on the Project Site by the Company pursuant to **Article IV** of the Lease and paid for, or reimbursed, with proceeds of Bonds and all additions, replacements, alterations, substitutions thereto now or hereafter effected and specifically designated by the Company. A replacement item may be included by the Company as a part of the Project Equipment under the conditions set forth in the Lease.

EXHIBIT D

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO AN APPROVED INVESTOR AS DEFINED IN THE HEREIN DESCRIBED INDENTURE.

No. 1 **Not to Exceed $32,000,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF ST. JOSEPH, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(TRIUMPH FOODS, LLC PROJECT)
SERIES 2026

Interest Rate	Maturity Date	Dated Date
5.00%	December 1, 2037	July [___], 2026

OWNER: **TRIUMPH FOODS, LLC**

MAXIMUM PRINCIPAL AMOUNT: **THIRTY TWO MILLION DOLLARS**

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

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

THIS BOND is one of a duly authorized series of Bonds of the City designated the "City of St. Joseph, Missouri, Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026" in the maximum aggregate principal amount of $32,000,000 (the **"Bonds"**), issued for the purpose of (a) acquiring two parcels of real property located at 5302 Stockyards Expressway in the City consisting of approximately 55.7 acres (the **"Project Site"**) upon which the Company's existing approximately 573,000 square foot pork processing facility is located (the Project Site and the Company's existing pork processing facility located thereon is referred to herein as the **"Existing Real Property"**), (b) constructing an approximately 47,000 square foot expansion to the Company's existing pork processing facility located on the Project Site to increase the number of shipping docks, increase combo cooler storage and export cooler storage, expand the existing cut floor and relocate site utilities to accommodate the expansion and potential future improvements (the **"Project Improvements,"** and, together with the Existing Real Property, the **"Real Property"**), and (c) acquiring and installing certain equipment and other personal property on the Project Site (the **"Project Equipment,"** and, together with the Real Property, the **"Project"**). The City will lease the Project to Triumph Foods, LLC, a Missouri limited liability company (the **"Company"**), under the terms of a Lease Agreement dated as of July 1, 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the **"Lease"**), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, and pursuant to proceedings duly had by the City Council.

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

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

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

THE BONDS are subject to mandatory redemption, (1) in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(f)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project, or (2) in whole, if the Company purchases the Project pursuant to **Section 11.4** of the Lease. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely

notice of redemption may be given as provided under the Indenture. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) before the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile or other electronic communication and by first-class mail stating the date upon which the Bonds will be redeemed and paid.

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

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

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the designated office of the Trustee by the Owner hereof in person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully-registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and the Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $32,000,000.

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

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

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

CITY OF ST. JOSEPH, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Development Revenue Bond (Triumph Foods, LLC Project), Series 2026, described in the Indenture. The effective date of registration of this Bond is set forth below.

UMB BANK, N.A., as Trustee

_____
Date

By: _____
Authorized Signatory

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF ST. JOSEPH, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(TRIUMPH FOODS, LLC PROJECT)
SERIES 2026

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

_____

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

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

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

EXHIBIT E

FORM OF REPRESENTATION LETTER

City of St. Joseph, Missouri
1100 Frederick Avenue
St. Joseph, Missouri 64501
Attention: City Manager

UMB Bank, N.A.
928 Grand Boulevard
Kansas City, Missouri 64106
Attention: Corporate Trust Department

Re: $32,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026 of the City of St. Joseph, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced bonds (the **"Bonds"**), the undersigned purchaser of the Bonds hereby represents, warrants and agrees as follows:

1. The undersigned understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of July 1, 2026 (the **"Indenture"**), between the City of St. Joseph, Missouri (the **"City"**), and UMB Bank, N.A., as trustee (the **"Trustee"**), (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Triumph Foods, LLC, a Missouri limited liability company (the **"Company"**), under a Lease Agreement dated as of July 1, 2026 (the **"Lease"**), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds. *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

2. The undersigned understands that (a) the Bonds and the interest thereon are special, limited obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City, (b) the Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in the Indenture, (c) the Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the **"State"**) or any political subdivision thereof, and neither the City, the State nor any political subdivision thereof shall be liable thereon, and (d) the Bonds do not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction, and are not payable in any manner by taxation.

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

4. The undersigned agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and, if requested by the City, upon receipt of an opinion of counsel reasonably acceptable to the City, the Company and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and State securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the undersigned such information about itself as the undersigned deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the undersigned, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested. [*Delete this paragraph if the Company is the Purchaser of the Bonds.*]

6. The undersigned is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of the terms and risks of the Bonds. [*Delete previous sentence if the Company is the Purchaser of the Bonds.*] The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

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

8. The undersigned understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

9. The undersigned hereby directs the Trustee to hold the Bonds in trust pursuant to **Section 204(c)** of the Indenture.

10. The undersigned is (a) the Company or the lessee under the Lease, (b) an Affiliate of the Company or of the lessee under the Lease, (c) a Financing Party, (d) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, or (e) a Person approved by the City Council of the City.

Dated: _____, 20___

[PURCHASER OF BONDS]

By: _____
Name: _____
Title: _____

CITY OF ST. JOSEPH, MISSOURI,
As Lessor

AND

TRIUMPH FOODS, LLC,
As Lessee

LEASE AGREEMENT

Dated as of July 1, 2026

Relating to:

$32,000,000
(Aggregate Maximum Principal Amount)
City of St. Joseph, Missouri
Taxable Industrial Development Revenue Bonds
(Triumph Foods, LLC Project)
Series 2026

Certain rights of the City of St. Joseph, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of July 1, 2026, between the City and the Trustee.

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of July 1, 2026 (this **"Lease"**), between the **CITY OF ST. JOSEPH, MISSOURI**, a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri (the **"City"**), as lessor, and **TRIUMPH FOODS, LLC**, a Missouri limited liability company, as lessee (the **"Company"**);

RECITALS:

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

2. In accordance with Section 100.059.1 of the Act, the City Council of the City gave notice to the affected taxing jurisdictions regarding the City's intent to approve a Plan for an Industrial Development Project and Cost-Benefit Analysis (the **"Plan"**) and issue a series of taxable industrial development revenue bonds under the Act in order to finance the costs of an industrial development project for the benefit of the Company consisting of (a) acquiring two parcels of real property located at 5302 Stockyards Expressway in the City consisting of approximately 55.7 acres (the **"Project Site,"** as legally described on **Exhibit A** hereto) upon which the Company's existing approximately 573,000 square foot pork processing facility is located (the Project Site and the Company's existing pork processing facility located thereon is referred to herein as the **"Existing Real Property"**), (b) constructing an approximately 47,000 square foot expansion to the Company's existing pork processing facility located on the Project Site to increase the number of shipping docks, increase combo cooler storage and export cooler storage, expand the existing cut floor and relocate site utilities to accommodate the expansion and potential future improvements (the **"Project Improvements,"** as further described in **Exhibit B** hereto), and (c) acquiring and installing certain machinery, equipment and other personal property on the Project Site (the **"Project Equipment,"** as further described in **Exhibit C** hereto).

3. Following notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act, the City Council of the City passed Special Ordinance No. [_____] on July 6, 2026 (the **"Ordinance"**), (a) approving the Plan for the Project (defined below) and (b) authorizing the issuance of the City's Taxable Industrial Development Revenue Bonds (Triumph Foods, LLC Project), Series 2026, in the maximum principal amount of $32,000,000 (the **"Bonds"**), to pay or reimburse the costs of acquiring the Existing Real Property, constructing the Project Improvements, and acquiring and installing the Project Equipment (collectively, the **"Project"**).

4. Pursuant to the Ordinance, the City is authorized to enter into (a) a Trust Indenture of even date herewith (the **"Indenture"**) with UMB Bank, N.A., Kansas City, Missouri, as trustee (the **"Trustee"**), for the purpose of issuing and securing the Bonds, as therein provided, (b) this Lease with the Company, as lessee, under which the City, as lessor, will lease the Existing Real Property and the Project Improvements to be constructed (collectively, the **"Real Property"**) and the Project Equipment to the Company in consideration of rental payments to be paid by the Company that will be sufficient to pay the principal of and interest on the Bonds, (c) a Performance Agreement of even date herewith (the **"Performance**

Agreement") with the Company for the purpose of setting forth the terms and conditions of the exemption of the Real Property and the Project Equipment from real and personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Real Property and the Project Equipment, respectively, and (d) such other documents relating to the Bonds as the City and the Company deem appropriate.

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

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms used in this Lease shall have the meanings given to such words and terms in **Section 101** of the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Interpretation.

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

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

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

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

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

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

Section 1.3. Date of Lease. The dating of this Lease as of July 1, 2026, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

Section 1.4. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply in all material respects with all the conditions and covenants contained in the Indenture relating to the Company and the Project.

ARTICLE II

REPRESENTATIONS

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

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

(b) As of the date of delivery hereof, the City agrees to (1) acquire fee title to the Real Property, subject to Permitted Encumbrances, (2) construct or cause the construction of the Project Improvements on the Project Site and (3) acquire and install, or cause to be acquired and installed, the Project Equipment on the Project Site. The City agrees to lease the Project to the Company and to sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease, all for the purpose of furthering the public purposes of the Act.

(c) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, consisting of all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to this Lease.

(e) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative; provided, however, the City's execution of this Lease, the Indenture and the Performance Agreement shall not be deemed to violate this **Section 2.1(e)**.

(f) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

(g) The purchase, construction, improvement and equipping of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act.

(h) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

Section 2.2. Representations by the Company. As of the date of execution and delivery of this Lease, the Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Missouri.

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

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

(d) The estimated costs of the purchase, construction, improvement and equipping of the Project are, to the Company's knowledge, in accordance with sound engineering and accounting principles.

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations.

(f) The Project is located wholly within the City of St. Joseph, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject only to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of this Lease, the lease of the Project shall terminate on December 31, 2037.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** hereof following the occurrence and continuance of an Event of Default, as defined in **Section 12.1** hereof, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, the Indenture or the Performance Agreement, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company to defend the Company's quiet and peaceable possession and enjoyment of the Project.

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

ARTICLE IV

PURCHASE, CONSTRUCTION AND EQUIPPING OF THE PROJECT

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

Section 4.2. Purchase, Construction and Equipping of the Project. The City and the Company agree that the City will and the Company, as the agent of the City, shall, but solely from the Project Fund, purchase, construct and equip the Project as follows:

(a) The City will acquire fee title to the Real Property at the execution hereof. Concurrently with the execution of this Lease, (1) a deed and any other necessary instruments of transfer with respect to the Real Property will be delivered to the City and placed of record, and (2) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee with respect to the Real Property.

(b) On behalf of the City, the Company will purchase, improve and construct the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that affect the status of the Project as a "project" under the Act or that would materially alter the accuracy of the description of the Project in the Plan for an Industrial Development Project and Cost-Benefit Analysis distributed under the Act may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Article VIII** hereof.

(c) On behalf of the City, the Company will purchase and install the Project Equipment on the Project Site. Except as provided in the next sentence, title to the Project Equipment shall be evidenced by bills of sale included as part of the form of the requisition certificate attached hereto as **Exhibit D** or other instruments of transfer, including purchase orders or other instruments pursuant to which the City acquires title to personal property directly from the vendor thereof. Subject to **Section 8.2** hereof, any personal property substituted by the Company for any part of the Project Equipment shall automatically become part of the Project Equipment subject to this Lease, and full title and ownership of such Project Equipment shall be automatically vested in the City, without the requirement of a bill of sale or other instrument of conveyance unless otherwise requested by the City. Such requisition certificate submitted by the Company pursuant to **Section 4.4** hereof or other bills of sale or instruments of transfer, must (1) be dated by no later than December 31 of each year to be treated as Project Equipment (and therefore to be exempt from

ad valorem personal property taxes) in the next succeeding year and (2) be submitted to the City by no later than January 31.

(d) On or before March 1 of each year or such other date required by law for reporting personal property declarations, the Company shall furnish to the City and the Trustee a certificate of an Authorized Company Representative listing the personal property (based on the Company's internal record keeping) comprising the Project Equipment as of January 1 of such year (as required by the personal property declarations provided by the Assessor). The improper inclusion or exclusion of any item in the Project Equipment pursuant to such list may be rectified by the Company within 30 days of the discovery by the Company of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Project Equipment for the purpose of this Lease or title thereto as intended by the parties hereto. The Trustee shall have no duty or obligation to review the information provided in such certificates or to make any analysis, investigation or confirmation of the accuracy or completeness of such information.

(e) Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable the City's officials and the Assessor to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment (and therefore is owned by the Company).

(f) The City and the Company agree that, pursuant to **Section 4.8** hereof, property purchased by the Company with its own funds, and not Bond proceeds, shall not constitute part of the Project and shall remain the property of the Company and shall, therefore, be subject to taxation, if applicable.

(g) The Company agrees that it will use reasonable efforts to cause the purchase, construction, improvement and equipping of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such purchase, construction, improvement and equipping commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose; provided, however, that the Company may be reimbursed from Bond proceeds for any such advance.

(h) The Project Improvements shall be constructed and the Project Equipment shall be installed in a good and workmanlike manner and in compliance with all applicable laws, orders and ordinances.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund (or from funds deemed to be deposited into the Project Fund upon the Company's delivery of a requisition certificate as permitted by **Section 208(d)** or **(e)** of the Indenture), and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund (or from funds deemed to be deposited into the Project Fund upon delivery of a requisition certificate as permitted by **Section 208(d)** or **(e)** of the Indenture), all Project Costs upon receipt by the Trustee of a requisition certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the later of (a) the Completion Date of the construction of the Project Improvements or (b) the Completion Date of the acquisition and installation of the Project Equipment. The Company must submit all requisition certificates for Project Costs incurred before the Completion Date within three months after the Completion Date. The maximum amount of Project Costs for which requisition certificates may be submitted is expressly limited to $32,000,000.

Section 4.4. Payment for Project Costs.

(a) All Project Costs specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund or endorse the Bond balance pursuant to **Section 4.1** hereof and **Section 208(d)** or **(e)** of the Indenture, upon receipt by the Trustee of requisition certificates in substantially the form attached hereto as **Exhibit D**, signed by an Authorized Company Representative and approved by an Authorized City Representative. The Company agrees that the information in each requisition certificate will be accurate in all material respects when given and that the Company will use commercially reasonable efforts to promptly notify the Trustee and the City in writing if the Company becomes aware of any material inaccuracies in a requisition certificate after the date on which it is given. Upon request by the City, the Company shall provide the City with copies of invoices, bills, lien waivers and other reasonable documentation to support each submitted requisition certificate.

(b) The Trustee may rely conclusively on any such requisition certificate and shall not be required to make any independent inspection or investigation in connection therewith or to verify the application of disbursements made pursuant thereto. The approval of any requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been satisfied. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Indenture.

Section 4.5. Establishment of Completion Dates.

(a) The Completion Date of the respective construction of the Project Improvements and the acquisition and installation of the Project Equipment shall be evidenced to the City and the Trustee by certificates signed by an Authorized Company Representative stating (1) that the construction of the Project Improvements or the purchase and installation of the Project Equipment have been completed in substantial accordance with the Plans and Specifications, (2) the date of completion of the construction of the Project Improvements and purchase and installation of the Project Equipment, (3) that all costs and expenses of the construction of the Project Improvements or the purchase and installation of the Project Equipment have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (4) amounts to be retained by Trustee with respect to item (3) above. Notwithstanding the foregoing, such certificates shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing each such certificates to be furnished to the Trustee.

(b) Notwithstanding subsection **(a)** above, if such certificates are not actually filed with the City and Trustee sooner, the certificate relating to the Completion Date for the Project Improvements and the Project Equipment shall be deemed given on December 31, 2027, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the construction and occupation of the Project, shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (each, a **"Permitted Excuse"**). No Permitted Excuse shall be deemed to exist unless the Company provides a written notice to the City, within 30 days after the Company

has actual notice of the claimed event, specifying the Permitted Excuse. In no event shall a Permitted Excuse extend the Completion Date of the Project Improvements and Project Equipment beyond December 31, 2028.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon (1) receipt of requisition certificates described in **Section 4.4** in an aggregate amount equal to $32,000,000 and payment from the Project Fund of the Project Costs described therein or (2) notice from the Company to the City and the Trustee that all Project Costs have been paid, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed in writing by the Company solely to (i) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (ii) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Existing Real Property and the Project Improvements and the Project Equipment located on the Project Site at the execution hereof and which the Company desires to convey to the City, all work and materials related to the Project as such work progresses and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be or constitutes a part of the Project and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, any Leasehold Mortgage or Financing Document, and any other Permitted Encumbrances. Nothing herein shall limit the Company's right to own personal property which is not part of the Project Equipment to be acquired by the City pursuant to **Section 4.2** hereof.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of Company. Any improvements or items of machinery or equipment that do not constitute part of the Project Improvements or the Project Equipment and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company, shall not constitute a part of the Project for purposes of **Section 6.4** and, therefore, shall be subject to taxation, to the extent otherwise provided by law.

Section 4.9. Construction Contracts. The Company may enter into one or more construction contracts to complete the Project Improvements. All construction contracts entered into by or on behalf of the Company shall state that the contractor has no recourse against the City or the Trustee in connection with the contractor's work on the Project Improvements.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during the Lease Term, on or before 11:00 a.m., Trustee's local time, on each Payment Date, as Basic Rent for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as principal of the Bonds and the interest thereon as provided in the Indenture. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Company (or any Financing Party) is the sole Owner of the Bonds, the Company, as lessee under this Lease, may set-off its obligation to the City to pay Basic Rent under this Lease against the City's obligation to the Company (or Financing Party), as Owner, to pay principal of and interest on the Bonds under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any written notice from the Company to the contrary as evidence that such set-off has occurred and that pursuant to the set-off, the Company, as lessee under this Lease, is deemed to have paid its obligation to the City to pay Basic Rent under this Lease and the City is deemed to have paid its obligation to the Company (or any Financing Party), as Owner, to pay principal of and interest on the Bonds under the Indenture. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee in writing of the Bonds not previously paid that are to be canceled or (b) if any Person other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

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

(a) all reasonable fees, charges and expenses, including agent and reasonable counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from this Lease, the Indenture or the Performance Agreement, including but not limited to claims by contractors or subcontractors, as and when the same becomes due;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

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

(d) all amounts payable under the Performance Agreement; and

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

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same becomes due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off (except as provided in **Sections 5.1** and **11.1** hereof), counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City or the invalidity of any portion of this Lease; provided, however, that nothing in this Section is intended or shall be deemed to affect or impair in any way the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4**, nor the right of the Company to terminate this Lease and purchase the Project as provided in **Article XI**.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees, at the Company's expense, to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent.

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

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

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in good repair and in good operating condition, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in material compliance with all provisions of the City's code relating to maintenance and appearance. The Company shall also comply with **Section 8.5** hereof.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection **(b)** of this Section and **Section 6.4** hereof, the Company shall promptly pay and discharge, as the same becomes due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed at the Project Site by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided the Company, (1) before or simultaneously with instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) diligently prosecutes any such contest, (3) at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, (4) promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and (5) thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any reasonable costs and expenses the City and the Trustee may incur related to any of the above.

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

(d) The parties agree that the assessments imposed by the South St. Joseph Levee District (the **"Levee District"**) are not affected by ownership of the Project Site by the City and will continue to be imposed upon the Project Site during the term of this Lease. The Company will be responsible for payment of such assessments imposed by the Levee District.

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

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

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Concurrently with the execution of this Lease, the Company will purchase or otherwise provide, from a title insurance company reasonably acceptable to the City, a commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such policies or reports shall be provided to the City and the Trustee.

Section 7.2. Casualty Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of "B+" or the equivalent thereof or better as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee on the date of execution of this Lease and promptly after annual renewal of each insurance policy and endorsement. All such policies of insurance pursuant to this Section, and all renewals thereof, shall include an endorsement naming the Company, the City and the Trustee as additional insureds, as their respective interests may appear, shall name the Trustee as loss payee and, to the extent such agreement is reasonably commercially available from the insurer, shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee and each other insured or loss payee named therein. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same solely as repository for the benefit of the Owners.

The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be (1) paid over to the Trustee and applied as provided in **Article IX** of this Lease, or (2) applied as may be directed in writing by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, subject to the rights of any Financing Party under any Financing Document.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies of said insurance shall, to the extent such agreement is reasonably commercially available from the insurer, contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 10 days after written notice of cancellation to the Company, the City, the Trustee and each other insured or loss payee named therein. Certificates of such policies shall be furnished to the City and the Trustee on the date of execution of this Lease and promptly after renewal of each insurance policy. The Trustee's sole duty with respect to the Company's compliance with the insurance requirements hereunder shall be to receive certificates of insurance pursuant to this Section and to hold the same solely as repository for the benefit of the Owners. The Trustee makes no representation as to, and shall have no responsibility for, the sufficiency or adequacy of the insurance.

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

Section 7.4. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Additionally, the Company shall have the right to self-insure any of the coverage required of it in this Lease so long as (a) Triumph Foods, LLC, or another Affiliate thereof is the "Company" herein and (b) the Company has a net worth of at least $150,000,000. If the Company elects to self-insure under this Section, then the Company, at least 30 days prior to such election and every three years thereafter, shall provide to the City and the Trustee copies of financial statements or similar evidence of net worth. The Trustee shall have no duty to investigate the accuracy of any such financial statements or similar evidence of net worth and may conclusively rely thereon.

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

Section 7.6. Sovereign Immunity. Notwithstanding anything to the contrary contained herein, nothing in this Lease shall be construed to broaden the liability of the City beyond the provisions of Sections

537.600 to 537.610 of the Revised Statutes of Missouri, as amended, or abolish or waive any defense at law that might otherwise be available to the City or its officers, agents and employees.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project.

(a) The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (1) be made in a good and workmanlike manner and in compliance with all laws, orders and ordinances applicable thereto and (2) when commenced, be prosecuted to completion with due diligence. Following the submission of requisition certificates pursuant to **Section 4.4** hereof in an aggregate amount equal to $32,000,000, all such additions, modifications and improvements shall be subject to ad valorem taxes, if and to the extent otherwise applicable, or if for any reason the Buchanan County Assessor determines that such additions, modifications and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due but for the City's ownership thereof, unless otherwise agreed to by the City.

(b) The Company shall, following the Completion Date, notify the City in writing of any improvements to the Project, other than the Project Improvements or the Project Equipment being financed with the proceeds of the Bonds, that in the aggregate are reasonably expected to exceed $1,000,000 during any calendar year. If the Company acquires any personal property that does not constitute Project Equipment (either because the Company has provided notice to the City and the Trustee that all Project Costs have been paid or because the $32,000,000 limitation on Project Costs has been reached), such personal property shall remain the property of the Company, shall not become part of the Project, and shall be subject to ad valorem taxes. For purposes of this **Section 8.1**, improvements to the Project do not include maintenance or repairs made by the Company in the ordinary course of business.

Section 8.2. Removal and Replacement of Portions of the Project Equipment.

(a) The Company may, if no uncured Event of Default (as defined in **Section 12.1** hereof) exists and is continuing, remove from the Project and sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Company, are otherwise no longer useful to the Company in its operations. Prior to any such removal, the Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description including the make, model and serial numbers, if any, of any machinery or equipment constituting a part of the Project Equipment that the Company proposes to remove. Upon request by the Company, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of such portion of the Project Equipment removed. Notwithstanding anything contained herein to the contrary, title to any item of personal property comprising a part of the Project Equipment that is removed from the Project Site as provided herein shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Upon any removal of any personal property comprising a part of the Project

Equipment, the portions of the Project Equipment so removed shall no longer be entitled to benefits of the Performance Agreement or the tax exemption afforded by virtue of the City's ownership thereof.

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

Section 8.3. Additional Improvements on the Project Site. Subject to **Section 8.1** and **Section 8.5** hereof, the Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements or Project Equipment and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all ad valorem taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. The City shall cooperate with the Company to obtain, amend, or maintain any existing or future municipal or other governmental permit or authorization for the Project which requires the City's signature, certification, or consent as the owner of any part of the Project, including executing any required applications, certifications, or reports. All such work shall be done in a good and workmanlike manner and in compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.5. Mechanics' Liens on the Project.

(a) Subject to subsection **(b)** below, the Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of any such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release

any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or services or materials furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor, services or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding subsection **(a)** above, and subject to the terms of any Financing Document executed by the Company in favor and for the benefit of any Financing Party, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such lien, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall defend, save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or the discharge or removal of any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

(c) In accordance with Section 513.455 of the Revised Statutes of Missouri, the City hereby consents to the subjection of the Project or any part thereof to the attachment of mechanics' liens filed under Chapter 429 of the Revised Statutes of Missouri.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (1) make the determination described in subsection **(f)** below, or (2) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures that are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements and/or Project Equipment immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as a "project" permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such

new buildings and improvements and all additions thereto and all replacements and alterations thereof, and any reference to the words "Project Equipment" shall be deemed to include any such new machinery, equipment and fixtures which are either attached to or are used in connection with the operation or maintenance of such new buildings and improvements and all additions or replacements thereof.

Unless the Company makes the determination described in subsection **(f)** below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss of the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies shall be paid to or retained by the Company to be held in trust and used as provided herein. If the Company makes the determination described in subsection **(f)** below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection **(f)** subject to the rights of any Financing Party.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be paid to or retained by the Company, subject to the rights of any leasehold mortgagee under a Leasehold Mortgage or Financing Party under a Financing Document. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion delivered by the Company to the City and the Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

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

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

(e) The Company agrees to give prompt written notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Leasehold Mortgage or Financing Document to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the mortgagee under a Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole Owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

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

(h) Except as otherwise provided herein and in the Indenture, the rights of the City and the Trustee in and to any Net Proceeds are and will at all times be subject to the rights of any Financing Parties with respect to such Net Proceeds.

(i) Nothing herein shall be deemed to authorize the Company to allow an unsafe, dangerous, unhealthy or injurious condition to exist on the Project Site or any portion thereof, in violation of any applicable laws, codes and ordinances due to a fire or other casualty.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $250,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the mortgagee under any Leasehold Mortgage (if any) and the Financing Party under any Financing Document (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of any mortgagee under a Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any). Alternatively, if the Company is the sole Owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject

to the rights of any mortgagee under a Leasehold Mortgage (if any) and any Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of acquisition or restoration nor by reason of the payment of the costs of such acquisition or restoration, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the Basic Rent payable by the Company under this Lease or of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceedings in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may before the application thereof by the City or the Trustee be applied as directed in writing by the Owners or pledgees of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including reasonable attorneys' fees and expenses, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Performance Agreement. For purposes of this paragraph, the Financing Parties, if any, shall be deemed a pledgee of the Bonds.

ARTICLE X

SPECIAL COVENANTS

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

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair, normal wear and tear, depreciation and obsolescence excepted; provided, however, the Company shall have the right within 90 days (or such later date as the City may agree to) after the termination of this Lease to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the

Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project Site before the expiration of said period shall be the separate and absolute property of the City. Notwithstanding the foregoing, if the Company has paid all obligations due and owing under the Indenture (or such obligations have been canceled), this Lease and the Performance Agreement, the City shall convey the Project in accordance with **Section 11.2** hereof. The requirements of this Section will not apply to any portion of the Project for which there has been a casualty loss and insurance proceeds applied in the manner prescribed by **Section 7.2(b)** hereof.

Section 10.3. City's Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during the Company's normal business hours, subject to providing not less than 24 hours' advance written notice and the Company's usual safety, confidentiality and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the purchase, installation or maintenance of the Project, and (d) upon the occurrence and continuance of an Event of Default, to enforce the remedies provided in in **Section 12.2** hereof.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

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

period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and (**d)** upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (B) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under any Leasehold Mortgage or Financing Document or any assignment in lieu thereof shall not require the consent of the City, if (1) written notice of the proposed sale or assignment is provided to the City at least fifteen (15) days prior thereto, and (2) before such sale or assignment, all payments then owing to the City under the Performance Agreement are paid.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City so long as no monetary Event of Default has occurred and is continuing beyond any applicable notice and/or cure period (1) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (2) sublease or assign this Lease, the leasehold estate or any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)** hereof.

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

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

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

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

(4) the City may exercise any of its rights or remedies with respect to any Event of Default by the Company, subject to the rights of each such Financing Party under this **Section 10.4(d)** as to such Event of Default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) at least 30 days within which to remedy such Event of Default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the any such Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that any such Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including, without limitation, reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such Event of Default; and

(6) each such Financing Party (and its designees, nominees, assignees or transferees) shall have the right to enter the Project Site and to possess and use the Project at such reasonable time and manner as is necessary or desirable to effectuate the remedies and enforce its rights under its respective Financing Documents.

(e) In connection with the execution of one or more Financing Documents and upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including, without limitation, reasonable attorneys' fees and expenses, in complying with such request.

(f) The Company's obligations under any mortgage or Financing Document relating to the Project entered into after the date of execution of this Lease, except for any construction loans or other Financing Documents related to the Project that the Company now or hereafter has in place with any Financing Party, shall be subordinate to the Company's obligations under this Lease.

(g) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Company or any Financing Party not contemplated by this **Section 10.4**, subject to approval by the City Council.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Performance Agreement, this Lease (or any instrument requested by the Company pursuant to **Section 10.4** hereof), the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under the Performance Agreement, this Lease or any related document, (c) any contract entered into by the Company in connection with the acquisition, purchase, construction, equipping, extension, installation or

improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)** hereof, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any violation of Section 107.170 of the Revised Statutes of Missouri, as amended, with respect to the Project; provided, however, the indemnification contained in this **Section 10.5(a)-(e)** shall not extend (1) to the City if such claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees and expenses, are (ii) the result of work being performed at the Project Site by employees of the City or (ii) the result of gross negligence or willful misconduct by the City or (2) to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees and expenses, are the result of the gross negligence or willful misconduct of the Trustee. Upon receipt of written notice from the City or the Trustee of any such claim or demand, the Company shall defend them or either of them in any such action or proceeding; provided that failure to give such notice shall not affect the rights of the City or Trustee to receive such indemnity, and provided further, that the City shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City or the Trustee shall be paid by the Company. This **Section 10.5** shall survive any termination of the Performance Agreement or this Lease or the satisfaction and discharge of the Indenture, or the resignation or removal of the Trustee.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. This Lease is intended to convey to the Company all of the benefits and burdens of ownership and to cause the Company to be treated as the owner of the Project for federal income tax purposes. The Trustee, the Company and the City agree to treat this Lease in a manner consistent with such treatment. The Company alone shall be entitled to all of the federal income tax attributes of ownership of the Project, including without limitation the right to claim depreciation, amortization deductions, investment tax credits or any other tax benefits. The City agrees that any depreciation, amortization deductions, investment tax credits or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, amortization deductions, investment tax credits or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence in good standing, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve or convert into a different type of legal entity, if, the surviving, resulting or transferee Person (a) expressly assumes in writing all the obligations of the Company contained in this Lease, and (b) either (1) is controlled by, under common control with or controls the Company or (2) is otherwise approved by the City Council, such approval not to be unreasonably withheld, conditioned or delayed. This Section does not limit the Company's transfer rights under **Section 13.1** hereof or the Company's rights under **Section 13.5** hereof.

Section 10.8. Security Interests. The City and the Company hereby authorize the Trustee to file all appropriate continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners or pledgees of 100% of the Bonds then Outstanding, the Trustee shall, pursuant to the terms of the Indenture, file all instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are

Outstanding. Notwithstanding the foregoing, the Trustee shall not be obligated to file any original instrument and the Trustee shall not be responsible for the accuracy or sufficiency of any such original instrument. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to file or to renew such statements. The Trustee may conclusively rely upon any initial filing in filing any continuation statement or modification thereto pursuant to this Section.

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"Environmental Laws" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, order, rule, regulation or court order pertaining to (1) environmental protection, regulation, contamination or clean-up, (2) toxic waste, (3) underground storage tanks, (4) asbestos or asbestos-containing materials, or (5) the handling, treatment, storage, use or disposal of Hazardous Substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, all as amended from time to time.

"Hazardous Substances" means all (1) "hazardous substances" (as defined in 42 U.S.C. §9601(14)), (2) "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (3) natural gas liquids, liquefied natural gas or synthetic gas, (4) any petroleum, petroleum-based products or crude oil, or (5) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that, during the term of this Lease, it will not introduce any conditions on the Project Site that materially violate any applicable Environmental Laws. The Company further warrants and represents to the City and the Trustee that no claims or demands have been asserted or made in writing by any third parties arising out of, relating to or in connection with any Hazardous Substances on, or allegedly on, the Project Site for any injuries suffered or incurred, or allegedly suffered or incurred, by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards in material violation of Environmental Laws which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Project Site. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessments (**"Assessments"**) and reports regarding the correction or remediation of material environmental issues required by Environmental Laws to be addressed in the Assessments (**"Reports"**) concerning the Project Site; upon completion of the City's review of the Assessments and Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company will provide the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter **"Environmental Notices"**) concerning Hazardous Substances on the Project Site it sends to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A.

§11001 *et seq*., or any other applicable Environmental Laws. Such copies of Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Project Site and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq*.) in conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in material compliance with all applicable Environmental Laws.

(f) The Company agrees to defend, indemnify, protect and hold harmless the City and the Trustee and their directors, officers, shareholders, officials or employees from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees and expenses, arising from (1) any release (as defined in 42 U.S.C. § 9601 (22)), actual or alleged, of any Hazardous Substances, upon the Project Site or respecting any products or materials now or hereafter located upon the Project Site, regardless of whether such release or alleged release has occurred before the date hereof or hereafter occurs and regardless of whether such release or alleged release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (2) (A) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any applicable Environmental Laws relating to or affecting the Project, or (B) any violation now existing or hereafter arising of, or any other liability under or in connection with, any applicable Environmental Laws relating to any products or materials previously, now or hereafter located upon the Project Site, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (3) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (4) any material breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section; provided, however, that the Company's obligations under this **Section 10.9(f)** shall not apply to the City to the extent such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of (i) work being performed at the Project by employees of the City or (ii) gross negligence or willful misconduct by the City. The City shall cooperate with the Company in the defense of any matters included within the foregoing indemnity without any obligation to expend money. This **Section 10.9(f)** shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase all or any portion of the City's interest in the Project at any time, upon payment in full or redemption of the Outstanding Bonds to be redeemed or provision for their payment or redemption having been made pursuant to **Article XIII** of the Indenture. To exercise such option, the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing of such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and, in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption.

Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon the occurrence and during the continuance of an Event of Default which remains unwaived and for such any applicable notice and/or cure period has expired (a **"Remedies Notice"**), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or before the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all or a portion of the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense, or the Company, as sole Owner of the Bonds, can tender the Outstanding principal amount of the Bonds for cancellation with instructions that such tender is in lieu of payment of the amount sufficient to redeem the then-Outstanding Bonds as provided in **Section 11.5** hereof; plus

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

(c) an amount of money equal to the City's reasonable charges and expenses incurred in connection with the Company exercising its option to purchase all or a portion of the Project (the City hereby agreeing to provide the Company with prior written notice if such charges and expenses are expected to exceed $2,500); plus

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

(e) the sum of $10.00.

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

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

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

Section 11.3. Relative Position of Option and Indenture. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option (including the payment of all amounts specified in **Section 11.1** hereof) and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase and the City hereby agrees to sell the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (c) the final payment due under the Performance Agreement. The amount of the purchase price under this Section shall be the sum of the items set forth in **Sections 11.1(a)-(e)** hereof.

Section 11.5. Right to Set-Off. At its option, to be exercised at least five days before the date of closing of any purchase under this **Article XI**, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon. The Company may set-off any payment obligation under this **Article XI** by tendering a corresponding amount of the Bonds to the Trustee for cancellation.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing beyond any applicable notice and/or cure period, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Lease:

(a) default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City to the Company; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60-day period, and (2) the Company diligently prosecutes such cure to completion); or

(c) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry

of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The occurrence and continuance of an "Event of Default" by the Company under the Performance Agreement following any applicable notice and grace period as further provided and described in **Section 6.1** thereof.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, in addition to the remedies provided in **Section 12.5** hereof:

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

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instructions that such tender is in lieu of payment in accordance with **Section 11.1** and **Section 11.5** hereof, the Company's rights to possession of the Project shall cease (subject to the Financing Documents of any Financing Party) and this Lease shall thereupon be terminated, and the City may re-enter and take possession of the Project or the City may convey the Project to the Company (subject to the Financing Documents of any Financing Party) and bring an action against the Company for the remaining purchase price of the Project under **Section 11.1** hereof; provided, however, if the Company has paid all of its obligations due and owing under the Indenture, this Lease and the Performance Agreement, the City shall convey the Project in accordance with **Section 11.2** hereof (subject to the Financing Documents of any Financing Party). The Company's right to cause the conveyance of the Project in accordance with **Article XI** hereof shall survive the expiration or termination of this Lease.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that except for the indemnification contained in **Article X** hereof, upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Company's exercise of the purchase option contained in **Article XI** hereof, the Company's obligation under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default and the continuance of such failure on the Company's part for 60 days after written notice of such failure is given to the Company by the City or the Trustee, the City, or the Trustee in the City's name, may (but shall not be so obligated), without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, (a) make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, reasonable attorneys' fees and expenses) in performing such obligation shall be deemed Additional Rent and shall be paid to the City or the Trustee promptly after receipt by the Company of written demand therefor, and (b) if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of an Event of Default by the Company arising due to the failure to pay Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Company's option to purchase the Project as provided in **Article XI** hereof shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)** hereof. The parties agree that no provision of this Lease shall be construed to allow the City to require the Company to acquire, construct or install the Project Improvements or purchase the Project Equipment.

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

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, sublease, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act upon providing written notice to the City. Except as otherwise provided in this Section or in **Section 10.4** hereof, the Company must obtain the City's prior written consent to any such disposition, unless such disposition is (1) to an entity controlled by or

under common control with or controlling the Company, (2) to an entity into which the Company is being merged or consolidated, or (3) in connection with an assignment to any Financing Party.

(b) With respect to any assignment, the Company shall comply with the following conditions:

(1) the Company shall notify the City and the Trustee of the assignment in writing;

(2) such assignment shall be duly executed and acknowledged by the assignor and in proper form for recording;

(3) such assignment shall include the entire then unexpired term of this Lease; and

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

(c) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds, the Company shall be released from and have no further obligations under this Lease, the Performance Agreement or any other documents related to the issuance of the Bonds.

(d) Notwithstanding the foregoing, the Company may, in its ordinary course of business, sublease all or portions of the Project to tenants without the prior consent of the City so long as (1) the Company remains obligated to perform all of its obligations under the Lease and the Performance Agreement and (2) notifies the City within 30 days after the execution of any such sublease.

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

Section 13.3. Prohibition Against Fee Mortgage of Project. The City shall not mortgage its fee interest in the Project without the consent of the Company, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and except to enforce its rights under **Section 12.2** hereof, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

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

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (a) mailed by registered or certified mail, postage prepaid, (b) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, or (c) transmitted electronically and receipt confirmed by telephone or electronic read receipt on the same day, in each case addressed as follows:

(1) To the City:

City of St. Joseph, Missouri
1100 Frederick Avenue, Room 307
St. Joseph, Missouri 64501
Attention: City Manager

with a copy to:

Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Attention: Haden Crumpton

(2) To the Trustee:

UMB Bank, N.A.
928 Grand Boulevard
Kansas City, Missouri 64106
Attention: Corporate Trust Department

(3) To the Company:

Triumph Foods, LLC
5302 Stockyards Expressway
St. Joseph, Missouri 64504
Attention: Josh Kleinlein, Chief Financial Officer

with a copy to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Attention: Chris Peterson

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided, however, that notice to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee shall be deemed fully given as of the date received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Company to the other shall also be given to the Trustee. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other addresses to which subsequent notices, certificates or other communications shall be sent.

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

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

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

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

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

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

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, stored and received by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. City Consent and Approvals. Pursuant to the Ordinance, the Mayor, the Deputy Mayor, the City Attorney, the City Manager, and the City Clerk are authorized to execute all documents on behalf of the City (including documents pertaining to the transfer of property or the financing or refinancing of the Project or any part thereof by the Company, and such easements, licenses, rights-of-way, plats and similar documents as may be requested by the Company) as may be required to carry out and comply with the intent of the Ordinance, the Indenture, the Performance Agreement and this Lease. The Mayor, the Deputy Mayor, the City Attorney, the City Manager or the City Clerk are also authorized, unless expressly prohibited herein, to grant on behalf of the City such consents, estoppels and waivers relating to the Bonds, the Indenture, the Performance Agreement or this Lease as may be requested during the term hereof; provided, such consents, estoppels and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the tax exemption as provided for herein, waive an Event of Default or materially change the nature of the transaction unless otherwise approved by the City Council.

Section 15.11. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Company certifies it is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[*Remainder of this page intentionally left blank.*]

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

CITY OF ST. JOSEPH, MISSOURI

By: _____
Name: Michael Schumacher
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Kaycee Garton
Title: City Clerk

TRIUMPH FOODS, LLC, a Missouri limited liability company

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The real property located in Buchanan County, Missouri, upon which the Project Improvements and Project Equipment will be located, as more specifically described below:

[To Be Provided]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the construction of an approximately 47,000 square foot expansion to the Company's existing pork processing facility located on the Project Site to increase the number of shipping docks, increase combo cooler storage and export cooler storage, expand the existing cut floor and relocate site utilities to accommodate the expansion and potential future improvements, including all additions, alterations, modifications and improvements thereto made pursuant to this Lease, which are completed pursuant to **Article IV** of this Lease and are paid for, or reimbursed, with proceeds of the Bonds.

EXHIBIT C

PROJECT EQUIPMENT

The Project Equipment consists of all items of equipment or other personal property designated by the Company now or hereafter procured, assembled, or installed on the Project Site by the Company pursuant to **Article IV** of this Lease and paid for, or reimbursed, with proceeds of Bonds and all additions, replacements, alterations, substitutions thereto now or hereafter effected and specifically designated by the Company. A replacement item may be included by the Company as a part of the Project Equipment under the conditions set forth in this Lease.

EXHIBIT D

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JULY 1, 2026, BETWEEN THE CITY OF ST. JOSEPH, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF JULY 1, 2026, BETWEEN THE CITY OF ST. JOSEPH, MISSOURI, AND TRIUMPH FOODS, LLC

The undersigned Authorized Company Representative hereby states and certifies that:

1. A total of $_____ is requested to pay for Project Costs of the Project Improvements. The total amount of this requisition and all prior requisitions for the Project Improvements is as follows:

PROJECT IMPROVEMENTS

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

2. A total of $_____ is requested to pay for Project Costs of the Project Equipment. The total amount of this requisition and all prior requisitions for the Project Equipment is as follows:

PROJECT EQUIPMENT

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

3. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

4. Set forth on **Schedule 2** hereto is a description of the Project Equipment acquired, which is being paid for in whole from Bond proceeds pursuant to this Requisition Certificate. Attached as **Exhibit A** hereto is the Bill of Sale transferring said Project Equipment to the City.

5. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper charge against the Project Fund, have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1** hereto and have not been the basis of any previous requisition from the Project Fund.

6. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, construction and installation of the Project which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or similar lien upon the Project or any part thereof.

7. Capitalized words and terms used in this Requisition Certificate have the meanings given to such words and terms in **Section 101** of the Trust Indenture.

8. With respect to any disbursement, the Company (i) certifies it has reviewed any wire instructions set forth in this Requisition Certificate to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with the disbursement direction set forth in this Requisition Certificate.

TRIUMPH FOODS, LLC, a Missouri limited liability company

By: _____
Authorized Company Representative

Approved this _____ day of _____, 20___.

CITY OF ST. JOSEPH, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

SCHEDULE 2 TO REQUISITION CERTIFICATE

PROJECT EQUIPMENT

Item (Description)	Serial, Identification or Account Number

EXHIBIT A TO REQUISITION CERTIFICATE

BILL OF SALE

TRIUMPH FOODS, LLC, a Missouri limited liability company (**"Seller"**), in connection with that certain Lease Agreement dated as of July 1, 2026 (the **"Lease Agreement"**), between Seller and the **CITY OF ST. JOSEPH, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and existing under the laws of the State of Missouri (**"Buyer"**), for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has **BARGAINED** and **SOLD**, and by these presents does now **GRANT** and **CONVEY**, unto Buyer and its successors and assigns, all of its right, title and interest in and to all machinery, equipment and other personal property shown on **Schedule 2** hereto, installed or located on the **"Project Site"** and constituting a portion of the **"Project Equipment,"** as such terms are defined in the Lease Agreement.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, subject however to the terms of the Lease Agreement and any security interests, liens and/or encumbrances as permitted thereunder.

The property is being conveyed "AS IS," "WHERE IS" and "WITH ALL FAULTS" as of the date of this Bill of Sale, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty, express or implied.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name by its duly authorized officer this _____ day of _____, 20___.

TRIUMPH FOODS, LLC, a Missouri limited liability company

By: _____
Authorized Company Representative

SPECIAL **Ordinance No.**

BILL # 172-26

AN ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT FOR THE PROPERTY LOCATED AT 1201 GARFIELD AVENUE FOR USE AS AN AUTO SALES BUSINESS AS REQUESTED BY JONATHAN HOCKADAY OF LLA AUTO SALES LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the property located at 1201 Garfield Avenue, more specifically described as follows:

SUB:MITCHELL THOMAS LOT:1 BLK:1 LGL DESC:& L 2 & 3

Shall be issued a Conditional Use Permit for use as an auto sales business in a C-3, Commercial District as requested by Jonathan Hockaday of LLA Auto Sales LLC.

Section 2. That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: Planning & Community Development

Purpose: An ordinance to issue a conditional use permit for the property located at 1201 Garfield Avenue for use as an auto sales business as requested by Jonathan Hockaday of LLA Auto Sales LLC.

Remarks: The attached ordinance represents a request for approval of a conditional use permit to allow for the operation of an auto sales business at 1201 Garfield Avenue.

The Planning Commission reviewed this request during the regular meeting on May 28, 2026, and recommends APPROVAL of the conditional use permit by a vote of 04-00. The Planning and Community Development Department recommends APPROVAL.

The project reflects the following action items in the City's strategic plan:
1. Build Community Connections: Build and maintain connections with community partners.

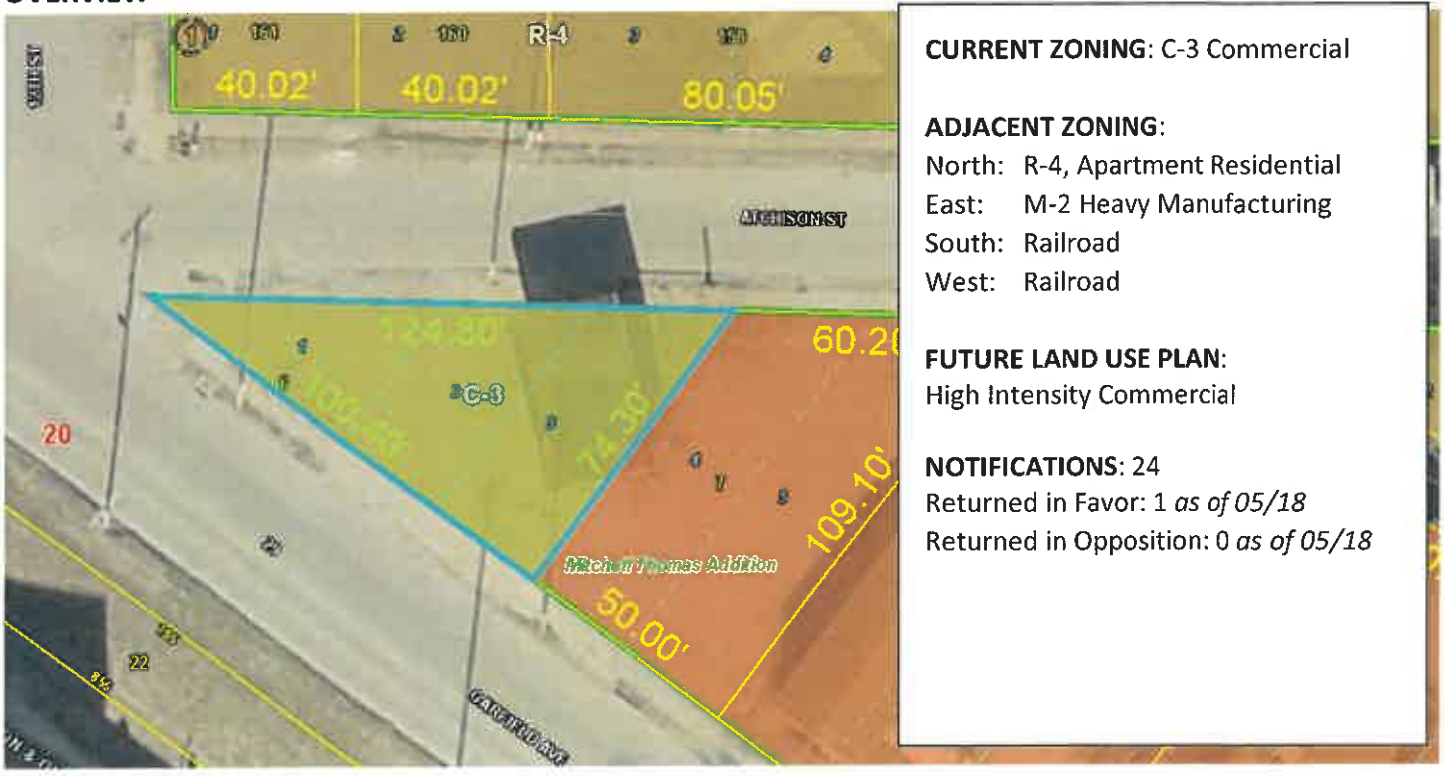
STAFF REPORT TO PLANNING COMMISSION
May 28, 2026

Application	Request for a conditional use permit at 1201 Garfield Ave. to allow an auto sales business
Applicant	Jonathan Hockaday/ LLA Auto Sales LLC
Location	1201 Garfield Ave.
Staff Recommendation	**APPROVAL**

BACKGROUND

Request for a conditional use permit to allow the operation of an auto sales business at 1201 Garfield Ave. The property is zoned C-3, Commercial District. The future land use map calls for this area to be high intensity commercial. Use of this site for auto sales is in keeping with current zoning and the future land use map.

OVERVIEW



CURRENT ZONING: C-3 Commercial

ADJACENT ZONING:
North: R-4, Apartment Residential
East: M-2 Heavy Manufacturing
South: Railroad
West: Railroad

FUTURE LAND USE PLAN:
High Intensity Commercial

NOTIFICATIONS: 24
Returned in Favor: 1 *as of 05/18*
Returned in Opposition: 0 *as of 05/18*



FACTORS FOR CONSIDERATION:

1. **Conformance with the general purpose, goals, objectives, and standards of the adopted city land use plan.**
   The requested conditional use permit is in keeping with adopted plans and policies. The future land use plan designates this area as high intensity commercial.

2. **Whether the proposed conditional use permit is detrimental to existing adjacent uses or to uses permitted generally in the zoning district.**
   The surrounding area is a combination of residential and commercial/manufacturing. Auto sales fits well with these uses.

3. **Whether the proposed conditional use permit will generate vehicular traffic in levels to be detrimental to the surrounding area.**
   Vehicular traffic created by an auto sales business is not likely to be of a volume to cause issues in the area.

4. **Whether the proposed conditional use meets the height, area, and design standards established in the zoning district.**
   NA

5. **Whether the site plan for the proposed conditional use illustrates a project design which will be compatible with existing and future permitted uses in the surrounding area.**
   No physical change is proposed.

STAFF REVIEW & RECOMMENDATION

Staff recommends **APPROVAL** based on the above and following findings:

- Request is generally in keeping with City's current Future Land Use Map;
- Proposed conditional use is not detrimental to public's health, safety, or welfare;
- The proposed conditional use would allow for appropriate use of the property.

Staff: _____

Kim Schutte
City Planner
(816) 271-5349
kschutte@stjosephmo.gov

City of St. Joseph Missouri

CONDITIONAL USE PERMIT APPLICATION

City of St. Joseph, Missouri | Planning & Zoning
1100 Frederick Avenue, Room 107
Planning & Zoning Division | (816) 271-4648 | planning@stjosephmo.gov

All submittals for Conditional Use Permits must comply with Sec. 31-070 of the City's Code of Ordinances, located online at stjosephmo.gov **The following must be included with every application:**

1. Completed Application
2. Application Fee **($1,110 or $160 per Sec. 31-075)** due at the time of submission. This fee is nonrefundable
3. **Materials required on checklist (see Page 2 of 2)**
4. Printed names and signatures must be legible and match the relevant section

THE UNDERSIGNED HEREBY APPLIES FOR THE APPROVAL OF A CONDITIONAL USE PERMIT BY THE PLANNING COMMISSION. With the signing and submittal of this application, the property owner authorizes the City of St. Joseph to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the City Council, City boards and commissions, and City departments.

This application contains 4 sections, A, B, C, and D. **ALL** are required. Mark N/A in sections not used.

THE CITY OF ST. JOSEPH WILL NOT ACCEPT INCOMPLETE APPLICATIONS.

A. PROPERTY OWNER INFO

1. a. **Printed Name:** Jonathan Hockaday
   b. **Business Name:** LLA Auto Sales LLC
2. **Primary Contact:** ☒ Yes ☐ No *(only 1 primary contact is allowed. If Yes, we will contact you for payment, notifications, and/or questions. If No, someone MUST fill out Section C)*
3. **Mailing Address:** 2208 Doniphan Ave. StJoe. MO. 64507
4. a. **Phone** (816) 558-1166 b. **Email*** _____
5. a. **Signature** _____ b. **Date** 4-9-26

B. PROPOSED CONDITIONAL USE PERMIT LOCATION

1. **Street Address:** 1201 Garfield Ave.
2. **Requested Use:** Car Dealership
3. **Brief Description of Request:** Car Dealership

C. PRIMARY CONTACT/AGENT *(Only fill out if the answer to A.2. is NO, otherwise mark N/A)*

THIS IS WHO WE WILL CONTACT FOR PAYMENT, NOTIFICATIONS, AND/OR OR QUESTIONS.
A VALID MAILING ADDRESS AND VALID EMAIL ADDRESS ARE BOTH REQUIRED.

1. a. **Printed Name:** _____
   b. **Business Name:** _____
2. **Mailing Address:** _____
3. a. **Phone** (___) _____ b. **Email*** _____
4. a. **Signature** _____ b. **Date** _____

* Please be aware that the City of St. Joseph will send all notices via email unless otherwise specified.

All applications for a conditional use permit must include the following to be considered complete:

- ☐ Completed application
- ☐ Submitted application fee
- ☐ Letter from owner stating the purpose of the request (in more detail than in Section B.3.)
- ☐ Site & landscape plans with the following information:
  - ☐ Word Document with complete metes and bounds legal description of property.
  - ☐ The location, dimension, material, and configuration of all buildings, structures, and other improvements.
  - ☐ Location, access, and other dimensions of proposed off-street parking and loading facilities and the number and configuration of spaces to be provided.
  - ☐ Location, dimensions, and materials of sidewalks, driveways, and other impervious surfaces.
  - ☐ Landscaping plan, including existing and proposed landscaping on both the subject property and adjacent public areas, and including installing schedule.
  - ☐ Location of all utilities, including electric lines, storm drainage, sanitary sewers, and water service.
  - ☐ Location and extent of required setbacks and yards.
  - ☐ Elevation of all buildings and structures to depict height.
  - ☐ Lot size in square feet and dimensions thereof.
  - ☐ Any areas proposed for outdoor storage, refuse collection, exterior mechanical equipment, exterior communication devices, and utility apparatus.
  - ☐ Land uses surrounding lot(s) for which site plan is located.
  - ☐ Zoning on the lots and parcels surrounding.
  - ☐ **Telecommunications Facility** applications shall also include all information per **Sec. 31-306.**
  - ☐ Additional information as the City Planner may deem pertinent and essential to the application.

D. ATTENDANCE AND FEE NOTICE

YOUR ATTENDANCE IS REQUIRED AT THE PLANNING COMMISSION AND CITY COUNCIL MEETINGS FOR THIS APPLICATION. FAILURE TO ATTEND THESE MEETINGS MAY RESULT IN UNECESSARY DELAYS TO YOUR APPLICATION.

Planning Commission meeting date, time, and location can be found online at stjosephmo.gov, or by contacting the **Planning & Zoning Department** at **(816)-271-4827**

City Council meeting dates, times, and locations can be found online at stjosephmo.gov, or by contacting the **City Clerk's Office** at **(816)-271-4730**

I have included the required information with this application. I have read the notice above, and understand my attendance is required at public hearings. I understand that by submitting this application, I am including a **NON-REFUNDABLE** application fee. If I choose to rescind this application at any time after it is processed by the City, my application fee will not be refunded, pursuant to Sec. 31-075.

Primary Contact Signature: _____ Date: 4-9-26

Section to be completed by the City

Application ID: |_____| Zoning Code Provision: |_____|

Date Application Received: |_____| Date Fee Received: |_____|

Total Fee: |_____| ☐ Large day care/day nursery: **Fee $160** ☐ All other Conditional Uses: **Fee $1,110**

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Bill To:

LLA AUTO SALES LLC

Invoice Number: 26-3294
Invoice Date: April 9, 2026
Account Number: 1094655586

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: May 24, 2026
Record Number: Project A26-0012
Parcel Number: 06-4.0-20-004-001-006.000
Location: 1201 GARFIELD AVE

Date	Description	Paid Date	Amount	Paid	Balance
April 9, 2026	Planning Commission - Conditional Use (5110-2840)		$1,110.00		
	TOTAL: Project Fees		$1,110.00		$1,110.00
	Check CK 1570 C6CE409A	April 9, 2026		$1,110.00	$0.00

PAID
APR 2026
CITY OF
ST. JOSEPH
MO

REMITTANCE INFORMATION

If you are paying by check, please include this portion with your payment and remit to the address listed on this invoice.

You can make a payment online! Please visit our Citizen Portal to pay online: https://www.civicgov4.com/mo_stjoseph/portal

***All online payments are subject to a 3% service charge.**

Remittance Information
Your payment is due by May 24, 2026

Invoice Number	Account Number	Total Due This Invoice
26-3294	1094655586	$0.00

LLA AUTO SALES LLC (Applicant)

4-4-26

I Jonathan Hockaday am wanting to put a used car Dealership ~~At~~ 1201 Garfied Ave Saint Joseph MO 64503 with around 10-15 car's at a time If you have any questions you can Reach me at 816 538-0229

LLA Auto Sales LLC

Jonathan Hockaday


Total: 107.34 ft
107.34 ft
Total: 185.58 ft
185.58 ft
107.49 ft
Total: 107.49 ft

Owner Name	Situs Address	Mailing Address
KINCAID JESSIE & CRYSTAL	1321 GARFIELD AVE	4530 SE Kelsey Rd, 07
LARSON MARK & JENNIFER L	1301 GARFIELD AVE	2926 Pear St., 03
WILLIAMS KAREN S	2611 S 12TH ST	same, 03
KNEIB JOSEPH A	GARFIELD AVE	PO Box 6700, Colorado Springs, CO 80934
SEIFNER HELEN N & REES, JINECE	2614 S 13TH ST	1117 Garfield Ave, 03
SWANIGAN JOAN ZELDA	1117 GARFIELD AVE	same, 03
JORDAN SANDRA LEE	1308 ATCHISON ST	same, 03
ABOW MANAGEMENT LLC	1201 GARFIELD AVE	2206 Bateley St., 03
EDICK ERIC	2625 S 12TH ST	4765 SE Pigeon Hill Rd., Agency, MO 64401
SEIFNER HELEN N	2612 S 13TH ST	same, 03
KNEIB JOSEPH	GARFIELD AVE	PO Box 6700, Colorado Springs, CO 80934
SMITH LOGAN K & ALYSSA M	1311 GARFIELD AVE	19290 Statte Rt. W, Cosby, MO 64436
DURAN JUAN ALBERTOROSADO SR	1319 GARFIELD AVE	same, 03
ABOW MANAGEMENT LLC	1223 GARFIELD AVE	2206 Bateley St., 03
BERBEN LUIS ALEXANDER DIAZ & ALVARADO, MARIA	1315 GARFIELD AVE	2225 S 14th St., 03
CATRON SHARON	2613 S 12TH ST	3 Hundley Dr, 06
KOCHENDERFER ANSON J & CATHERINE L	S 13TH ST	1307 Atchison St., 03
JAMES MAX & JAMES, KALVIN	1317 GARFIELD AVE	same, 03
LIFELINE FOODS LLC	2811 S 11TH ST	same, 03
FOSTER ROBERT E FAMILY TRUST	2615 S 13TH ST	11675 NW Crooked Rd., KCMO 64152
KOCHENDERFER ANSON J & CATHERINE L	1307 ATCHISON ST	same, 03
VANCE ANTHONY	1101 GARFIELD AVE	same, 03
NE INVESTMENTS INC	1221 ATCHISON ST	15139 Hwy 71, Savannah, MO 64485
SHACKELFORD RONDA	1201 ATCHISON ST	4608 Manor Dr., 06

City of
St. Joseph
Missouri

1100 Frederick Avenue
St. Joseph, Missouri 64501
816.271.5300

10 April 2026

To Whom It May Concern:

On May 28, 2026, at 5:30 pm, the St. Joseph Planning Commission will hold a public hearing in the Council Chambers at City Hall to consider the following request:

- Request for a Conditional Use Permit for 1201 Garfield St. to allow for the operation of an automobile sales business.

You are receiving this notice because you own property within 185 feet of the proposed conditional use site. A public comment form is enclosed which you may return to my attention. You are also welcome to make comments in person at the public hearing.

Sincerely,

Kim Schutte
City Planner
(816) 271-5349
kschutte@stjosephmo.gov

COMMENTS IN REFERENCE TO PROPOSED CONDITIONAL USE PERMIT

To the City of St. Joseph, Missouri:

The undersigned state that the facts as entered herein are true to the best of their knowledge and belief, wish to comment on the following application for a conditional use permit and ask the Planning Commission to vote ☐ **FOR** ☐ **AGAINST** said request.

Address of the proposed conditional use: 1201 Garfield

Name, address & phone of party filing comment (Please print): _____
(Name)

_____
(Address) (Phone)

If you own property in the neighborhood of the proposed conditional use, but do not live at that property, please give address of that property: _____

_____

Legal description of land owned relating to request: _____

_____

Reason(s) for concern or support to the request: _____

_____

_____

OWNERS OF RECORD MUST SIGN:

Signature _____

_____

Address: _____

_____

NOTE: To be a valid protest, signatures must be notarized. Comments in favor need not be notarized.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

My commission expires

OFFICE USE
Within 185 ft. of petitioned property
Not within 185 ft. of petitioned property

NOTE: A Notary Public is available at City Hall at no charge

COMMENTS IN REFERENCE TO PROPOSED CONDITIONAL USE PERMIT

To the City of St. Joseph, Missouri:

The undersigned state that the facts as entered herein are true to the best of their knowledge and belief, wish to comment on the following application for a conditional use permit and ask the Planning Commission to vote ☑ **FOR** ☐ **AGAINST** said request.

Address of the proposed conditional use: 1201 Garfield

Name, address & phone of party filing comment (Please print): The Life Line Group (Name)

2811 S 11th St. St. Joseph, MO 64503 (Address) 816-279-1651 (Phone)

If you own property in the neighborhood of the proposed conditional use, but do not live at that property, please give address of that property: _____

Legal description of land owned relating to request: Corn Mill

Reason(s) for concern or support to the request: Request does not impact our employees ~~of~~ or business requirements, we support the request.

OWNERS OF RECORD MUST SIGN:

Signature Michelle Clark, CFO

Address: 2811 S. 11th St. St. Joseph, MO 64503

NOTE: To be a valid protest, signatures must be notarized. Comments in favor need not be notarized.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public_____

My commission expires

OFFICE USE
Within 185 ft. of petitioned property
Not within 185 ft. of petitioned property

NOTE: A Notary Public is available at City Hall at no charge

SPECIAL **Ordinance No.**

BILL # 173-26
AN ORDINANCE TO VACATE SEVERAL STREETS AND ALLEYS EAST OF STOCKYARDS EXPRESSWAY AND SOUTH OF FLORENCE ROAD AS REQUESTED BY THE CITY OF ST. JOSEPH.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the following streets and alleys, as approximately shown in Exhibit A be, and hereby are, vacated as shown on the attached Exhibit B.

Section 2. That the City Clerk be, and hereby is, directed and authorized, upon passage of this Ordinance to cause a copy of the same to be filed for recording with the Recorder of Deeds for Buchanan County, Missouri, with the cost of recording to be borne by the applicant for the vacation.

Section 3. That this Ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: Planning & Community Development

Purpose: An ordinance to vacate several streets and alleys east of Stockyards Expressway and south of Florence Road as requested by the City of St. Joseph.

Remarks: The attached request is for approval of the vacation of several streets and alleys in the area east of Stockyards Expressway and south of Florence Road. The City of St. Joseph is requesting the vacation of these disused and under maintained streets and alleys. The vacation of the alley will not impact access to neighboring properties.

The Traffic Commission reviewed this request during the regularly scheduled meeting on April 8, 206, and recommends Approval. The Planning Commission reviewed this request during the May 28, 2026, meeting and recommends Approval for the vacation. The Planning and Community Development Department concurs with this recommendation for Approval.

This project reflects the following action items in the City's strategic plan:

1. Build Community Connections: Foster citizen engagement around efforts to improve the community and improve the perception and image of city operations within the city.

Exhibit A



Proposed Vacation of all in Red.

Exhibit B

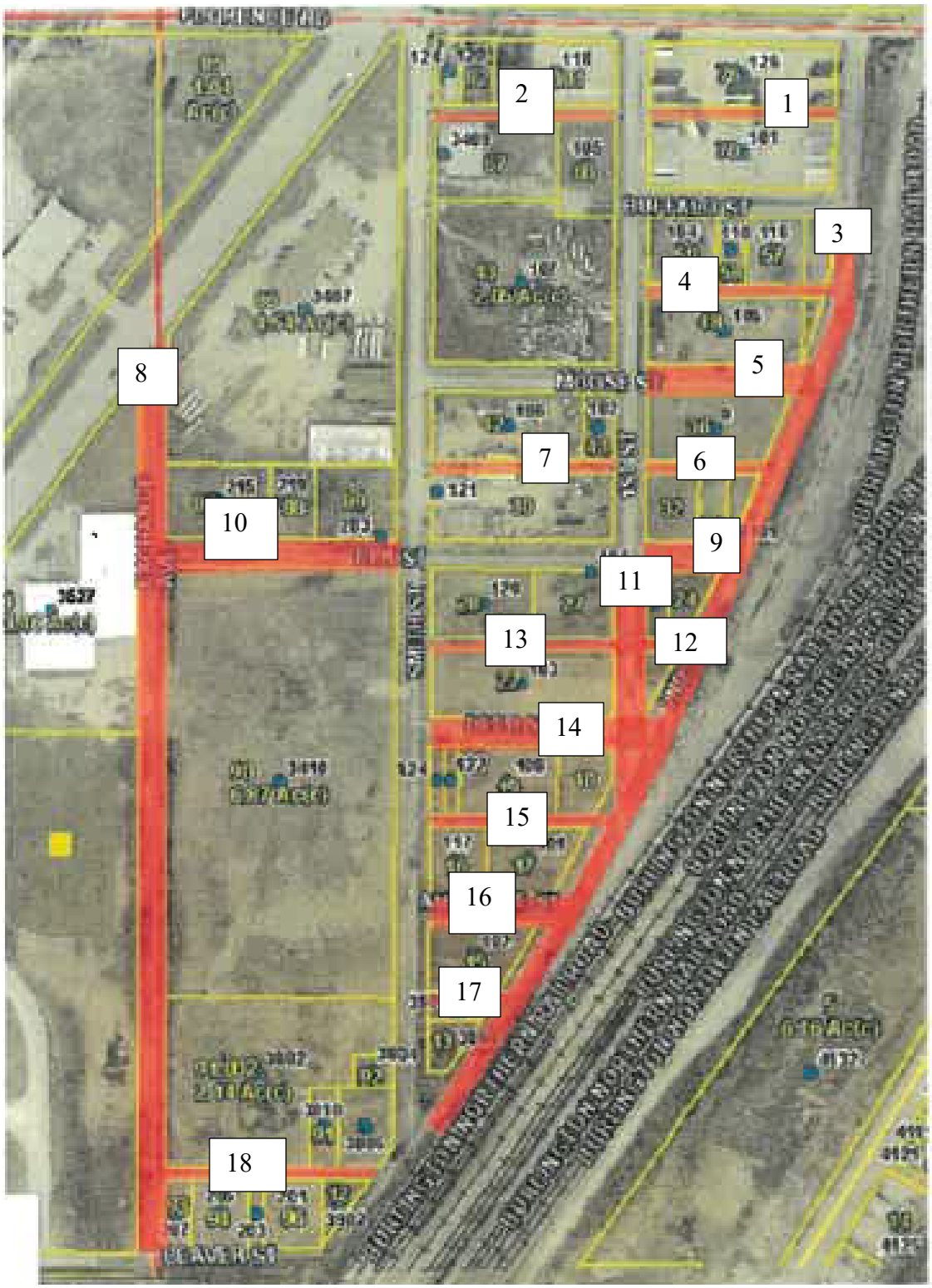


Exhibit B

1. Alley running E to W from 1st to 2nd St.; south of Florence Rd and north of Buffalo St.
2. Alley running E to W from 1st to Smith St.; south of Florence Rd.
3. 2nd St. from Buffalo to Smith St.
4. Alley running E to W from 1st to 2nd St.; south of Buffalo St. and north of Moose St.
5. Moose St. from 1st to 2nd St.
6. Alley running E to W between 1st and 2nd Sts.; south of Moose St. and north of Elk St.
7. Alley running E to W between 1st and Smith Sts; south of Moose St. and north of Elk St.
8. Exchange Ave. from Stockyards Express to Beaver St.
9. Elk St. from 1st to 2nd St.
10. Elk St. from Exchange Ave to Smith St.
11. 11. 1st St. from Elk St. to 2nd St.
12. Alley running E to W from 1st to 2nd Sts.; south of Elk St.
13. Alley running E to W from Smith to 1st St.; south of Elk St. and north of Deer St.
14. Deer St. from Smith to 2nd St.
15. Alley running E to W from Smith to 2nd St.; south of Deer St. and north of Antelope St.
16. Antelope St. from Smith to 2nd St.
17. Alley running E to W from Smith to 2nd St.; south of Antelope St.
18. Alley running E to W from Exchange Ave. to 2nd St.; north of Beaver St.

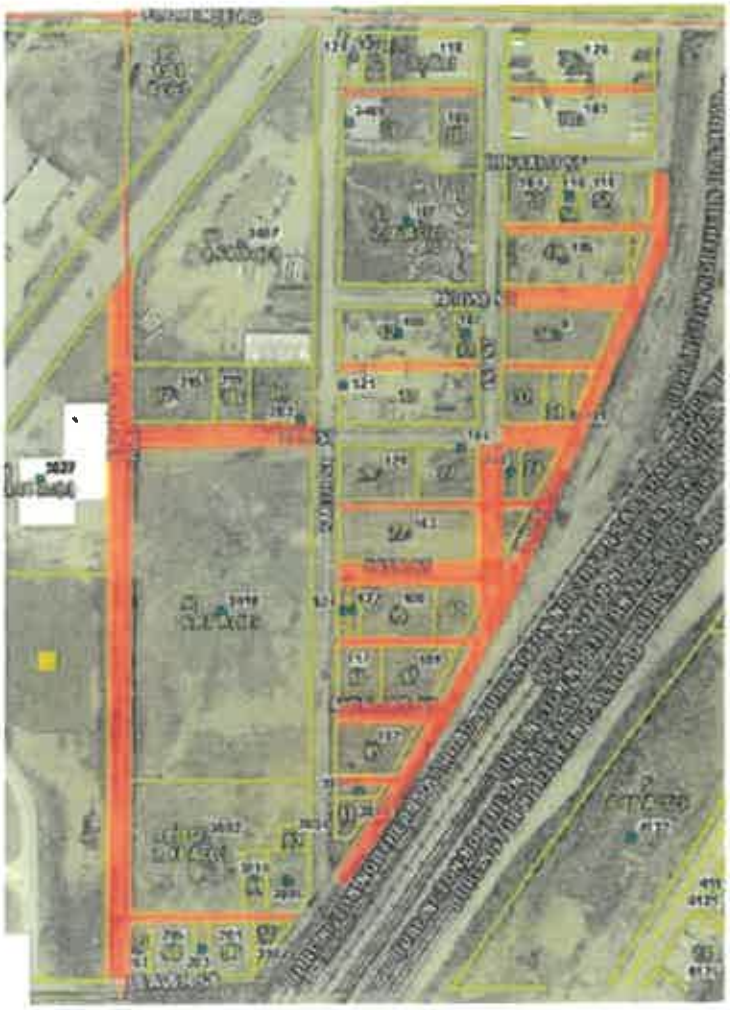
STAFF REPORT TO PLANNING COMMISSION
ay 28, 2026

Application	Request for the vacation of several streets and alleys east of Stockyards Expressway and south of Florence Rd.
Applicant	City of St. Joseph
Location	East of Stockyards Expressway and south of Florence Rd.
Staff Recommendation	**APPROVAL**

BACKGROUND

The City of St. Joseph is requesting approval for the vacation of several streets and alleys east of Stockyards Expressway and south of Florence Rd. This was approved by the Traffic Commission at its April 8, 2026, meeting.

OVERVIEW



CURRENT ZONING: M-2, Heavy Manufacturing

ADJACENT ZONING:
The area is zoned M-2, Heavy Manufacturing

FUTURE LAND USE PLAN:
General Industrial.
NOTIFICATIONS: 16
Returned in Favor: 1 *as of 05/18*
Returned in Opposition: 0 *as of 05/18*
[1 notification returned in opposition but not notarized]
Returned with Comment: 1 *as of 05/18*

FACTORS FOR CONSIDERATION:

1. **Circulation**
   The streets and alleys in question are rarely used and do not generally function to enable the movement of people, goods, or vehicles through the city as part of a network. The vacation will not pose a problem for the one house and the salvage businesses located in the area.

2. **Access**
   Vacation of the streets and alleys proposed will not restrict access to any properties.

3. **Utilities**
   Impacted utilities have given their approval.

STAFF REVIEW & RECOMMENDATION

Staff recommends **APPROVAL** based on the above and following findings:

- Request is generally in keeping with City's current Future Land Use Map;
- Proposed vacation is not detrimental to public's health, safety, or welfare;
- The proposed vacation would allow for orderly development and appropriate use of the property.

Staff: _____
Kim Schutte
City Planner
(816) 271-5349
kschutte@stjosephmo.gov

TRAFFIC COMMISSION MINUTES

April 8, 2026- 09:00 a.m.
First Floor Conference Room – City Hall

	Name	Members' Term Attendance (mtgs attended-mtgs absent)	End of Current Term of Office
MEMBERS PRESENT:	Mike Voltz	(21-03)	06/28/2026
	John Mallon	(06-00)	07/08/2027
	Dennis Fetter	(06-01)	03/04/2029
MEMBERS NON-PRESENT:	Brycen Haggard	(04-05)	11/13/2028
	Dana Stickley	(03 -04)	12/04/2027
STAFF PRESENT:	Keven Schneider, Deputy Director of Operations Abe Forney, Director of Public Works Chance Gallagher, Deputy Director of Transportation Max Schieber, Transportation Planner Jackson Lohman, Transportation Planner Sgt. Patrick Zeamer, Police Department Traffic Division Ashley Parker, Recording Secretary		

Call to Order.
Mike Voltz called the meeting to order at 09:00 a.m.

Item 1- **Approve November 12, 2025, meeting minutes.** Dennis Fetter motioned to approve the November 12th meeting minutes, and John Mallon seconded the motion. By general consent, the previous meeting minutes were unanimously approved. **Motion Carried.**

Item 2- **Discuss the formal request from Mosaic Life Care to designate a portion of Faraon St from Riverside Rd to Heartland Rd as a school zone due to some safety concerns with students crossing from the new College.** Officials described frequent student and other pedestrian crossings near the new college and hospital/emergency entrance, noting existing flashing pole lights were insufficient and motorists often ignored them. The situation prompted urgent concern that someone could be struck if no interim measures were taken. As a cost-effective, temporary response the Public Works Director designated the section of Faraon as a school zone with a reduced 25 mph limit and to use rumble/grooved warning strips and other attention-getting devices while pursuing improvements.

Members evaluated longer-term remedies—pedestrian signals, high-intensity bar lights, a signalized intersection, or even a pedestrian bridge—but found legal layout constraints, the presence of multiple drives, high-voltage power lines, and substantial cost would complicate or delay implementation. The committee set a planning horizon tied to nearby redevelopment (about three years) and directed staff to pursue traffic studies and funding avenues while maintaining the temporary measures. John Mallon motioned to approve the School Zone request and Dennis Fetter seconded the motion with the additional direction to review more visible lighting options and educate the public about the new signage and enforcement. **By general consent, the motion was carried.**

Item 3- Review ROW vacation request from Public Works Department to vacate several streets and alleys east of Stockyards Expressway and south of Florence Road.
The committee reviewed a proposal to vacate unused streets and alleys in the former salvage yard area east of the sewer plant, noting much of the pavement and roads no longer exist and the land has consolidated ownership. They approved reverting those rights-of-way to property owners subject to retained utility and sewer easements (per ordinance) and coordination with Evergy, Spire and other utilities to protect existing and future infrastructure. Dennis Fetter motioned to approve the vacation request and John Mallon seconded the motion. **By general consent, the motion was carried.**

With no other items on the agenda and no other public comment, Dennis Fetter motioned that the meeting be adjourned, and John Mallom seconded. **Meeting Adjourned.**

Next regularly scheduled Traffic Commission meeting: May 13, 2026

Minutes respectfully submitted.
/s/ Ashley Parker
Ashley Parker, Recording Secretary

Outlook

Street ROW Vacation Request

From Keven Schneider <kschneider@stjosephmo.gov>
Date Fri 4/3/2026 3:41 PM
To Ashley Parker <aparker@stjosephmo.gov>
Cc Abe Forney <aforney@stjosephmo.gov>; Chance Gallagher <cgallagher@stjosephmo.gov>

3 attachments (1 MB)
FW: Proposed Street Vacation Map; RE: Springs Junkyard Street Vacation; Springs Junkyard Vacation Map.pdf;

Ashley, Public Works is requesting the vacation of the ROW of several streets and alleys east of Stockyards Expressway and south of Florence Road (please see attached map). This area was formerly a large junkyard with a few houses scattered here and there. Following a City-led cleanup of the area, all but one of the houses has been demolished and two or three smaller salvage businesses are now in operation. Our proposal keeps the ROW in front of the home and businesses, with excellent access for emergency vehicles. The ROW areas proposed to vacate serve no useful purpose for the residents of the City and are in serious states of disrepair. In fact, these streets could present liability issues if not brought up to adequate conditions, and spending tax payer dollars on streets that go no where and no one uses presents it's own concerns.

Keven Schneider
Deputy Director of Operations
Public Works & Transportation
O: 816.271.4653
1100 Frederick Ave, St. Joseph, MO, 64501
www.stjosephmo.gov

Outlook

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Date Thu 3/12/2026 10:30 AM
To Keven Schneider <kschneider@stjosephmo.gov>

1 attachment (521 KB)
Springs Junkyard Vacation Map - Evergy Facilities.pdf;

Internal Use Only

Keven,

I received this map from our Central Design engineers about the street vacation and honestly, I cannot remember if I have already forwarded this to you or not.

Please receive this again, if I have already sent it to you otherwise, I am happy to provide you this map.

Please let me know if you have any questions.

Sincerely,

Daniel J Hegeman

Evergy Senior Community Business Manager
613 Atchison Street
St. Joseph, MO 64501
Phone: 816-387-6206
Cell: 816-273-6194
Email: dan.hegeman@evergy.com

From: Brent Hill <brent.hill@evergy.com>
Sent: Thursday, February 26, 2026 3:38 PM
To: Dan Hegeman <dan.hegeman@evergy.com>; Kelvin Underwood <kelvin.underwood@evergy.com>
Subject: RE: Proposed Street Vacation Map

Internal Use Only

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I've attached their map with Evergy facilities highlighted in dark green where they overlap their street vacations. The areas that I highlighted in dark green would have to have an utility easement retained to protect existing Evergy facilities.

If this helps, you can pass this back to Kevin.

Thanks.

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O (816) 652-1709 C (816) 261-5833

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Please let me know if you have any questions!

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Outlook

RE: Springs Junkyard Street Vacation

From Bunton, Johnny <Johnny.Bunton@spireenergy.com>
Date Tue 3/17/2026 7:31 AM
To Keven Schneider <kschneider@stjosephmo.gov>

Hey Keven,

Spire looks to be all clear from any conflicts with your request.

Thank you
-JB-

Johnny Bunton
Distribution Ops Manager
Kansas City & Lee's Summit
7500 E. 35th Terr
Kansas City, MO 64129
3025 SE Clover Dr.
Lee's Summit, MO 64082
816-261-8205 Cell
816-344-9513 Office

From: Keven Schneider <kschneider@stjosephmo.gov>
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To: Bunton, Johnny <Johnny.Bunton@spireenergy.com>
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FLORENCE RD
BUFFALO ST
MOOSE ST
SMITH ST
DEER ST
ANTELOPE ST
BEAVER ST
BURLINGTON NORTHERN RAILROAD
BURLINGTON NORTHERN RAILROAD
BURLINGTON NORTHERN RAILROAD
BURLINGTON NORTHERN RAILROAD
3527
3407
3409
3410
3801
3802
3804
3806
3902
4121
4125
4132

City of St. Joseph Missouri

1100 Frederick Avenue
St. Joseph, Missouri 64501
816.271.5300

NOTICE OF PUBLIC HEARING

13 April 2025

Regarding: Street Vacation

Dear Adjacent Property Owner

The City of St. Joseph is applying to vacate several unused streets and alleys in the former salvage yard area east of the sewer plant (see enclosed map).

All interested citizens are invited to attend this public hearing; however, we are making a special effort to notify property owners within 185 ft. of the proposed vacations. This is why you have received this letter. A comment form is enclosed. Written comments should be filed with the Department of Planning and Community Develoopment, Room 107, City Hall.

The Planning Commission will conduct a public hearing in the Council Chamber, Third Floor, City Hall, at 5:30 p.m. on May 28, 2026, on this request. A recommendation from the Planning Commission will be forwarded to the City Council for final action. The date of the City Council meeting can be obtained by contacting the City Clerk's Office at (816) 271-4730 after the Planning Commission meeting.

Please contact my office with any questions or concerns.

Kim Schutte
City Planner
(816) 271-5349



Proposed vacation of all in Red.

COMMENTS IN REFERENCE TO PROPOSED STREET/ALLEY VACATION

To the City of St. Joseph, Missouri:

The undersigned state that the facts as entered herein are true to the best of their knowledge and belief, wish to comment on the following application for the vacation of several streets and alleys and ask the Planning Commission to vote ☐ **FOR** ☐ **AGAINST** said request.
8th

Name, address & phone of party filing comment (Please print): _____
(Name)

_____
(Address) (Phone)

If you own property in the neighborhood of the proposed vacations, but do not live at that property, please give address of that property: _____

_____

Legal description of land owned relating to request: _____

_____

Reason(s) for concern or support to the request: _____

_____

_____

OWNERS OF RECORD MUST SIGN:

Signature _____

_____

Address: _____

_____

NOTE: To be a valid protest, signatures must be notarized. Comments in favor need not be notarized.

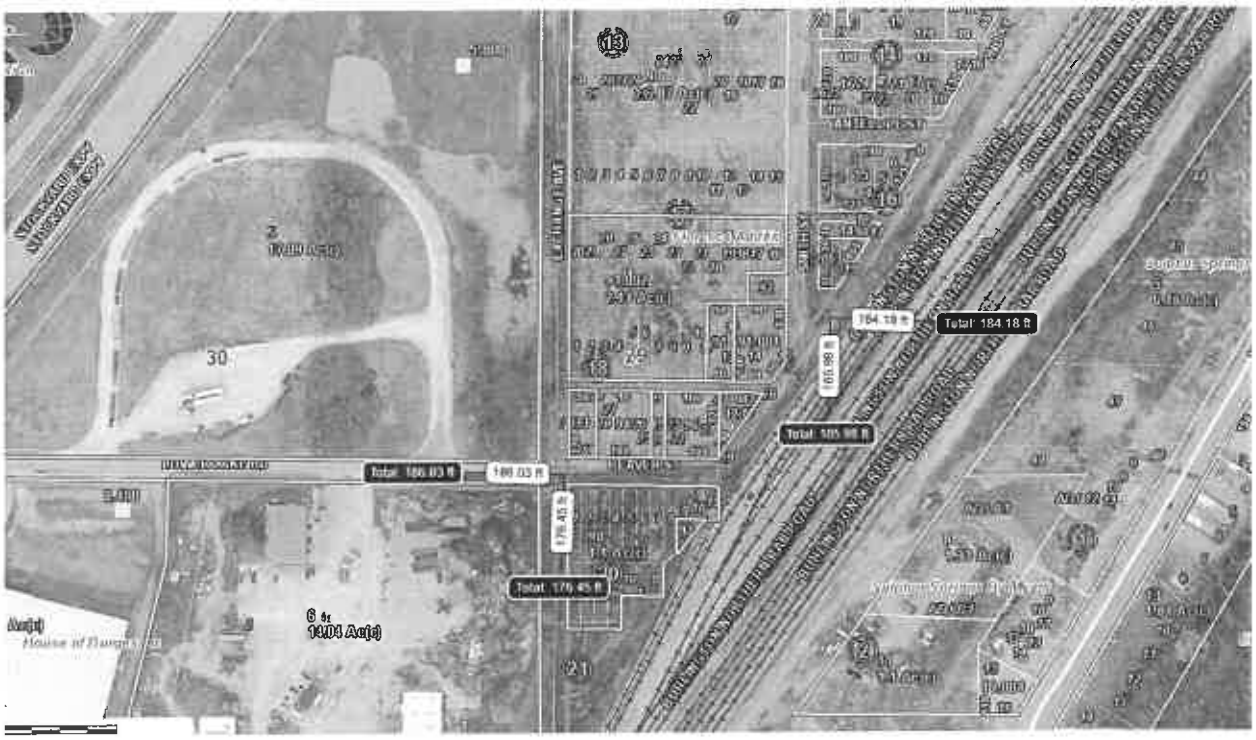
Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public_____

My commission expires

OFFICE USE
Within 185 ft. of petitioned property
Not within 185 ft. of petitioned property

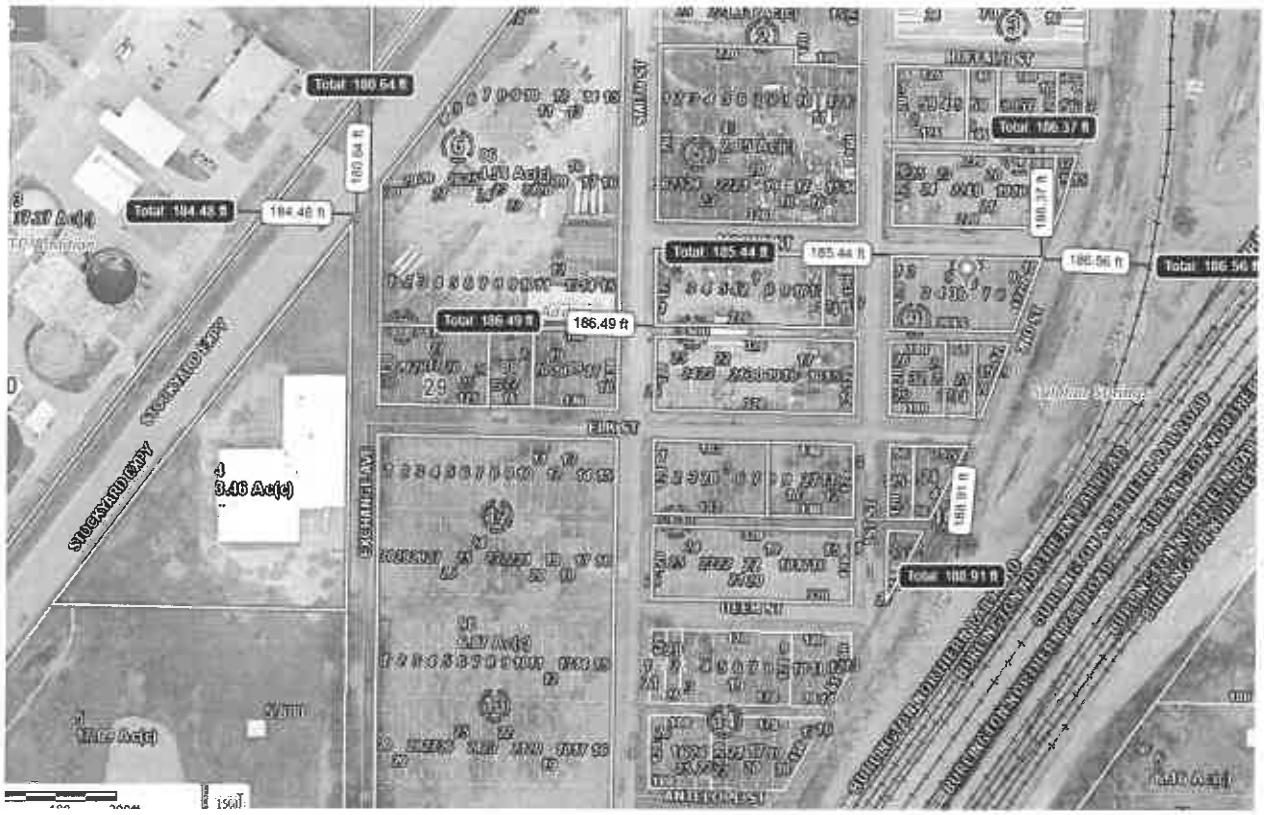
NOTE: A Notary Public is available at City Hall at no charge



Owner Name	Situs Address
BFH ST JOSEPH LLC	422 LOWER LAKE RD 1741 McGee St., KCMO 64108
HASTINGS FAMILY HOLDINGS LLC	202 BEAVER ST
CONWAY PAT TRUSTEE	S 2ND ST 411 Jules, 01
HASTINGS FAMILY HOLDINGS LLC	207 BEAVER ST
HASTINGS FAMILY HOLDINGS LLC	3902 S 2ND ST
HASTINGS FAMILY HOLDINGS LLC	3810 SMITH ST
ST JOSEPH REGIONAL PORT AUTH	4001 STOCKYARDS EXPRESSWAY c/o St Joseph Chamber of Commerce, 3003 Frederick Ave. 64506
SPRINGS LOUIE H	3802 SMITH ST 04
HASTINGS FAMILY HOLDINGS LLC	205 BEAVER ST
HASTINGS FAMILY HOLDINGS LLC	3806 SMITH ST
HASTINGS FAMILY HOLDINGS LLC	203 BEAVER ST
HASTINGS FAMILY HOLDINGS LLC	201 BEAVER ST



	A	B	C
1	Owner Name	Situs Address	
2	GROSS CHELSEY	116 E BUFFALO ST	3705 Hilda Ln 03
3	NOR AM ICE LLC	126 E LAKE BLVD	P.O. Box 369, Elwood KS. 66024
4	GROSS CHELSEY	105 E MOOSE ST	
5	NOR AM ICE LLC	101 E BUFFALO ST	
6	BURGESS ROSS P	124 FLORENCE RD	2018 Lovers Ln, 05
7	NATIONAL BEEF LEATHERS LLC	205 E FLORENCE RD	04
8	BURLINGTON NORTHERN RAILRO,	S 2ND ST	P.O. Box 961089 Ft. Worth, TX 76161
9	GROSS CHELSEY	110 E BUFFALO ST	
10	GROSS CHELSEY	104 E BUFFALO ST	
11	GROSS CHELSEY	3409 SMITH ST	
12	BRANDT RESULTING LLC	3301 STOCKYARDS EXPRESSWAY	PO. Le Mars St, Le Mars IA 51031
13	BURGESS ROSS P	120 W LAKE BLVD	
14	HASTINGS FAMILY HOLDINGS LLC	3407 S 759 HWY	10001 S 152nd St. Omaha, NE 68138
15	BURLINGTON NORTHERN RAILRO,	E BUFFALO ST	
16	GROSS CHELSEY	107 W MOOSE ST	
17	NOR AM ICE LLC	118 W LAKE BLVD	


Total: 180.64 ft
180.64 ft
Total: 184.48 ft
184.48 ft
Total: 186.49 ft
186.49 ft
Total: 185.44 ft
185.44 ft
Total: 186.37 ft
186.37 ft
186.56 ft
Total: 186.56 ft
Total: 188.91 ft
188.91 ft
STOCKYARD EXPY
3.46 Ac(±)
Three Ac(±)

	A	B
	Owner Name	Situs Address
2	GROSS CHELSEY	116 E BUFFALO ST
3	HASTINGS FAMILY HOLDINGS LLC	E ELK ST
4	HASTINGS FAMILY HOLDINGS LLC	215 ELK ST
5	BURLINGTON NORTHERN RAILROAD C/O PRC	S 2ND ST
6	GROSS CHELSEY	105 E MOOSE ST
7	GROSS CHELSEY	121 W ELK ST
8	THOMPSON ROBERT & PAT MERRIOTT	104 W ELK ST 04
9	HASTINGS FAMILY HOLDINGS LLC	102-118 E MOOSE ST
10	HASTINGS FAMILY HOLDINGS LLC	203 W ELK ST
11	BURLINGTON NORTHERN RAILROAD C/O PRC	S 2ND ST
12	BURLINGTON NORTHERN RAILROAD C/O PRC	S 2ND ST
13	HASTINGS FAMILY HOLDINGS LLC	3527 S 759 HWY
14	GROSS CHELSEY	104 E ELK ST
15	GROSS CHELSEY	110 E BUFFALO ST
16	GROSS CHELSEY	102 W MOOSE ST
17	GROSS CHELSEY	106 W MOOSE ST
18	GROSS CHELSEY	104 E BUFFALO ST
19	HASTINGS FAMILY HOLDINGS LLC	3410 SMITH ST
20	BURLINGTON NORTHERN RAILROAD C/O PRC	S 2ND ST
21	CITY OF ST JOSEPH	4310 STOCKYARDS EXPRESSWAY-Josh
22	DD REAL ESTATE & INVESTMENTS LLC	103 W DEER ST 3705 Hilda Ln. 03
23	HASTINGS FAMILY HOLDINGS LLC	3407 S 759 HWY
24	BURLINGTON NORTHERN RAILROAD C/O PRC	E BUFFALO ST
25	HASTINGS FAMILY HOLDINGS LLC	211 W ELK ST
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29		

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8th

Name, address & phone of party filing comment (Please print): TRANSPEC LEASING
(Name)
10001 S. 152nd STREET OMAHA NE 68138 (402) 968-1104
(Address) (Phone)

If you own property in the neighborhood of the proposed vacations, but do not live at that property, please give address of that property: SEE ATTACHED

Legal description of land owned relating to request: SEE ATTACHED

Reason(s) for concern or support to the request: Street/alley vacation allows St. Joe to remove encumbrances that no longer serve a public purpose, thereby improving land use flexability and support development.

OWNERS OF RECORD MUST SIGN:

Signature _____

Address: 10001 S. 152nd Street
Omaha, NE 68138

NOTE: To be a valid protest, signatures must be notarized. Comments in favor need not be notarized.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

My commission expires
July 5 2029

GENERAL NOTARY - State of Nebraska
GEORGE BEHNEY
My Comm. Expires July 5, 2029

OFFICE USE
Within 185 ft. of petitioned property
Not within 185 ft. of petitioned property

NOTE: A Notary Public is available at City Hall at no charge

Im sorry, I couldn't get to a notary to have it notarized.

I object to having any road or alley around my property closed. I need to get to my back yard.

This will not better florence Add to close any of these streets or alleys.

Patricia Thompson
104 West Elk St.

COMMENTS IN REFERENCE TO PROPOSED STREET/ALLEY VACATION

To the City of St. Joseph, Missouri:

The undersigned state that the facts as entered herein are true to the best of their knowledge and belief, wish to comment on the following application for the vacation of several streets and alleys and ask the Planning Commission to vote ☐ **FOR** ☒ **AGAINST** said request.
8th

Name, address & phone of party filing comment (Please print): Patricia Thompson (Name)
104 West ELK St. (Address) 816 344-2431 (Phone)

If you own property in the neighborhood of the proposed vacations, but do not live at that property, please give address of that property: _____

Legal description of land owned relating to request: 104 W. ELK

Reason(s) for concern or support to the request: Because Vehicles still use these roads and they need to be left open. This is the atempt of one person who wants controll of Florence Addition for their own personal gain.

OWNERS OF RECORD MUST SIGN:

Signature Patricia Thompson

Address: 104 W. Elk St.

NOTE: To be a valid protest, signatures must be notarized. Comments in favor need not be notarized.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public_____

My commission expires

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TRAFFIC COMMISSION MINUTES

April 8, 2026- 09:00 a.m.
First Floor Conference Room – City Hall

	Name	Members' Term Attendance (mtgs attended-mtgs absent)	End of Current Term of Office
MEMBERS PRESENT:	Mike Voltz	(21-03)	06/28/2026
	John Mallon	(06-00)	07/08/2027
	Dennis Fetter	(06-01)	03/04/2029
MEMBERS NON-PRESENT:	Brycen Haggard	(04-05)	11/13/2028
	Dana Stickley	(03 -04)	12/04/2027
STAFF PRESENT:	Keven Schneider, Deputy Director of Operations Abe Forney, Director of Public Works Chance Gallagher, Deputy Director of Transportation Max Schieber, Transportation Planner Jackson Lohman, Transportation Planner Sgt. Patrick Zeamer, Police Department Traffic Division Ashley Parker, Recording Secretary		

Call to Order.
Mike Voltz called the meeting to order at 09:00 a.m.

Item 1- **Approve November 12, 2025, meeting minutes.** Dennis Fetter motioned to approve the November 12th meeting minutes, and John Mallon seconded the motion. By general consent, the previous meeting minutes were unanimously approved. **Motion Carried.**

Item 2- **Discuss the formal request from Mosaic Life Care to designate a portion of Faraon St from Riverside Rd to Heartland Rd as a school zone due to some safety concerns with students crossing from the new College.** Officials described frequent student and other pedestrian crossings near the new college and hospital/emergency entrance, noting existing flashing pole lights were insufficient and motorists often ignored them. The situation prompted urgent concern that someone could be struck if no interim measures were taken. As a cost-effective, temporary response the Public Works Director designated the section of Faraon as a school zone with a reduced 25 mph limit and to use rumble/grooved warning strips and other attention-getting devices while pursuing improvements.

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With no other items on the agenda and no other public comment, Dennis Fetter motioned that the meeting be adjourned, and John Mallom seconded. **Meeting Adjourned.**

Next regularly scheduled Traffic Commission meeting: May 13, 2026

Minutes respectfully submitted.
/s/ Ashley Parker
Ashley Parker, Recording Secretary

Outlook

Street ROW Vacation Request

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Evergy Senior Community Business Manager
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Outlook

RE: Springs Junkyard Street Vacation

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Date Tue 3/17/2026 7:31 AM
To Keven Schneider <kschneider@stjosephmo.gov>

Hey Keven,

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Thank you
-JB-

Johnny Bunton
Distribution Ops Manager
Kansas City & Lee's Summit
7500 E. 35th Terr
Kansas City, MO 64129
3025 SE Clover Dr.
Lee's Summit, MO 64082
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BURLINGTON NORTHERN RAILROAD
3627
3407
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4121
4125

SPECIAL **Ordinance No.**

BILL # 174-26

AN ORDINANCE AFFIRMING THE EXECUTION OF AN AGREEMENT WITH RICHARD WOODLEY TO PROVIDE SECURITY SERVICES AT ST. JOSEPH CITY HALL.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the Gaming Fund, General Services Department budget be, and hereby is, amended for Fiscal Year 2026/2027 as follows:

GAMING FUND ACCOUNT	DESCRIPTION	INCREASE	DECREASE
REVENUE			
8915-5999	Fund Balance Appropriation		$ 2,118.00
APPROPRIATION			
8915-1110	Base Salary & Wages		$49,798.00
8915-1220	Lagers Pension		3,607.00
8915-1225	FICA Contributions		3,042.00
8915-1227	FICA/FIM		711.00
8915-1231	457 Employer Plan Match		1,303.00
8915-1235	Health Insurance		11,485.00
8915-1240	Dental Insurance		334.00
8915-1243	Life Insurance		165.00
8915-1246	Long Term Disability		132.00
8915-1250	Workers' Compensation		981.00
8915-1410	Professional Services	$69,440.00	
	Total	$69,440.00	$71,558.00

Section 2. That the Agreement for Security Services by and between the City of St. Joseph, Missouri, and Richard Woodley to provide security services for St. Joseph City Hall be, and hereby is, affirmed and that a true and accurate copy of said Agreement is attached hereto and incorporated herein by reference as though fully set out herein.

Section 3. That the City Manager or his designee be, and hereby is, authorized to execute said Agreement with Richard Woodley in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments, and addenda thereto that may subsequently be required to effectuate the purpose and intent of said Agreement.

Section 4. That the Director of Finance be, and hereby is, authorized to record the budget amendment in the financial books of the City and to charge the Fiscal Year 2026/2027 Gamining Initiatives Fund, General Services Department Account Number 8915-1410 (Professional Services) in the amount of $69,440.00.

Section 5. That this Ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $69,440.00
Account Number: 8915-1410

Explanation to Council Bill
Originating Department: Legal

Purpose: To authorize the execution of an Agreement for Security Services with Richard Woodley to provide security at St. Joseph City Hall.

Remarks: City Hall has had several incidents recently that have indicated the need for security to be present during the workday. In an effort to protect the City staff and the general public that are in City Hall conducting business, the City has decided to hire a full-time security guard. Richard Woodley is a retired St. Joseph Police Officer and currently has a working relationship with the St. Joseph Police Department. This Agreement will be for one (1) year, beginning on July 1, 2026, with the option to renew for an additional two (2), one (1) year periods. The City also has the right to cancel the Agreement, with or without cause, with a thirty (30) day written notice.

Due to the aforementioned incidents, it was deemed necessary to begin Woodley's services immediately. He is currently working under a one month contract that runs through June 30, 2026.

Entering into this Agreement will accomplish the following Strategic Goals:
1. Employ measures to improve the City's ISO rating to reduce rates and ensure citizen piece of mind.
2. Increase public safety staffing to enhance visibility and responsiveness and reduce perception of crime.

PROJECTED FUND BALANCE BEFORE AMENDMENT – GAMING INITIATIVES FUND	**$ 598,532.00**
AMENDMENT TO/APPROPRIATION FROM FUND BALANCE	**$ 2,118.00**
PROJECTED FUND BALANCE AFTER AMENDMENT – GAMING INITIATIVES FUND	**$ 600,650.00**

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

AGREEMENT for SECURITY SERVICES
between the
CITY OF ST. JOSEPH, MISSOURI
and
RICHARD WOODLEY

This Agreement is hereby made and entered into this ____ day of _____, 2026, by and between the City of St. Joseph, Missouri, a Missouri municipal corporation (hereinafter, the "City"), and Richard Woodley of St. Joseph, Missouri 64505, (hereinafter, "Contractor").

RECITALS

WHEREAS, the City desires to obtain the services of Contractor to provide security for St. Joseph City employees, staff, personnel and the public at City Hall, located at 1100 Frederick Avenue, St. Joseph, Missouri; and

WHEREAS, Contractor represents he is capable of providing the necessary services.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth herein, the City and Contractor agree as follows:

I.
SCOPE OF SERVICES

The City hereby engages Contractor to provide the services generally associated with security and providing personnel/public protection and safety. These services are to be performed at City Hall, 1100 Frederick Avenue, St. Jospeh, Missouri. Specific services to be provided are as follows:

- Patrol and provide surveillance of City Hall and the surrounding grounds
- Monitor for security threats
- Respond to security incidents
- Assist law enforcement as necessary
- Assist in emergency situations
- Act as a deterrent to crime and criminal activity
- Identify and report suspicious behavior
- Assist in removing threats to employees, other personnel and the public
- Time permitting, act as City liaison with the public at the front door by answering questions and directing traffic as needed

More specific security requests may reasonably be made by the City Manager and/or his designee on an as-needed basis.

II.
PERSONNEL

Contractor shall not subcontract his duties to another without the written consent of the City. The City shall reserve the right to contract these, or other duties, to additional personnel as it deems fit.

III.
TERM

The term of this Agreement shall be for a period of one (1) year, beginning on July 1, 2026, and ending at 11:59 p.m. on June 30, 2027, unless earlier terminated as set out in Section VIII herein. Thereafter, this Agreement may be extended upon agreement of the parties for up to two (2) additional one (1) year periods.

IV.
COMPENSATION, PAYMENT

Compensation. The City shall pay the Contractor an hourly amount of Thirty Five Dollars and No Cents ($35.00) per hour worked, based on a Forty (40) hour work week (Monday through Friday, 8am to 5pm, including 1 hour lunch) for fully, timely, and satisfactorily, in the City's reasonable discretion, completing the scope of services set forth in this Agreement.

Invoices; Payment. Contractor shall submit a monthly invoice for all services properly completed since the submission of the previous month's invoice and, in all cases, within ten (10) days following the completion of the services that are included on the invoice. Each invoice shall identify the services for which payment is sought, the date on which such services were completed, the total invoice amount, and any other information reasonably requested or required by the City. The City shall make payments to Contractor within thirty (30) days from receipt of such invoice at the address set forth in Section VII below.

V.
INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and nothing herein contained shall constitute or designate Contractor as an employee or agent of the City. As an independent contractor, Contractor shall exercise supervision and control over the means and manner in which he performs the work, is paid, uses vehicles, and is insured. Contractor will be fully responsible for all Social Security payments, withholding taxes, workers' compensation insurance, liability insurance, and malpractice insurance, as required.

VI.
INDEMNIFICATION

Except where caused by its (or their) gross negligence or intentional misconduct, the City and its members, officers, agents, and employees shall be defended, indemnified, and held harmless by Contractor from any and all claims, demands, debts, costs, liabilities, or causes of

action of every kind or character (whether in law or in equity) by reason of any death, injury, or damage to any person or persons, or with respect to damage or destruction of property of Contractor (its agents or employees, or of any third persons) and from any cause whatsoever arising out of or based upon Contractor's intentional misconduct or negligent acts or omissions. Contractor hereby covenants and agrees to defend, indemnify, and save harmless the City, its members, officers, agents, and employees, from any and all such claims, demands, debts, liabilities and causes of action, including attorney's fees and costs through any and all appeals.

VII.
TERMINATION

Termination. The City may cancel or terminate this Agreement, in whole or in part, for any reason, with or without cause, upon thirty (30) days written notice to Contractor without liability other than payment for services already performed up to the date of termination. In no event shall Contractor be entitled to any other compensation from, or recovery of, any damages in connection with any termination hereunder, including but not limited to claims for lost future income.

Effect of Termination. All fees and expenses due to Contractor shall be due and payable upon termination. Upon termination, the obligations of Contractor under this Agreement, including any amendment, shall terminate immediately and Contractor shall thereafter have no continuing duty to the City. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Contractor.

VIII.
NOTICES

Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States mail, first-class postage prepaid, addressed to the City at:

City of St. Joseph, Missouri
Attn: City Manager's Office
1100 Frederick Avenue, Room 307
St. Joseph, MO 64501

With a copy to:

City of St. Joseph, Missouri
Attn: City Attorney's Office
1100 Frederick Avenue, Room 307
St. Joseph, MO 64501

Or to Contractor at:

Attn: Richard Woodley
3016 N 9th street
St. Joseph, MO 64505

IX.
MISCELLANEOUS

Non-Exclusive. The rights granted to Contractor hereunder are non-exclusive and the City reserves the right to enter into agreements with other persons or firms to perform services, including those provided hereunder.

Compliance with Law. Contractor shall promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules, and regulations that govern or apply to the services rendered by Contractor hereunder.

Directives. The authority to direct Contractor's activities and performance as contemplated by this Agreement shall lie with the City Manager or his designee.

Authorizations to be Kept Current. Contractor shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required by law in order for Contractor to render the services required hereunder.

Agent Relationship. Except as expressly provided for in this Agreement, Contractor is not authorized to act as the City's agent hereunder and shall not have City (expressed or implied) permission to act for or bind the City hereunder.

Records and Working Papers. Contractor shall maintain all records and working papers concerning this Agreement and work performed hereunder, even if this Agreement is terminated before completion. Such records will be available to the City for inspection for a period of two (2) years following the completion of the work, or for a longer period of time if required by law. All reports produced by Contractor under the terms of this Agreement shall at all times be the exclusive property of the City.

Assignability. It is agreed that Contractor shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the City.

No Third-Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under, or by reason of, this Agreement

Choice of Law. This Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Missouri.

Consent to Jurisdiction; Service of Process. This Agreement shall be construed, enforced, and regulated under and by the laws of the State of Missouri. In the event of any dispute or controversy between the parties, each party agrees that the Circuit Court of Buchanan County, Missouri shall have exclusive jurisdiction to determine all issues between them. Provided, however, if a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiations, the parties agree to try in good faith to settle the dispute by non-binding mediation as a condition precedent to filing any action with the Circuit Court of Buchanan County, Missouri. Such mediation shall be held in St. Joseph, Missouri or other mutually agreed-upon location.

Severability. All clauses herein shall remain fully severable with respect to the intent and scope of this Agreement. Where clauses are deemed illegal, those shall be removed without affecting the balance of the Agreement.

Headings. The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

Amendments. This Agreement may not be modified except in writing executed by both the City and Contractor.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of its date of execution. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute on and the same instrument.

Authority. The undersigned represent and warrant that they have full legal authority to execute this Agreement on behalf of the City and Contractor.

(the remainder of this page is intended by the parties to be blank)

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

CITY OF ST. JOSEPH, MISSOURI

_____
Mike Schumacher, City Manager

ATTEST:

_____
Kaycee Garton, City Clerk

CONTRACTOR:

Richard L Woodley
Richard L. Woodley

APPROVED AS TO FORM:

_____
City Attorney

BILL # 175-26

AN ORDINANCE APPROVING AND AFFIRMING THE EMERGENCY PROCUREMENT AND REPAIR OF THE FRAZIER RADIO TOWER TRANSMIT AND RECEIVE ANTENNA SYSTEM DAMAGED BY A LIGHTNING STRIKE; AUTHORIZING PAYMENT TO MIDWEST MOBILE RADIO SERVICE, INC.IN THE AMOUNT OF $41,030.45 AND AUTHORIZING BUDGET AMENDMENTS TO THE GENERAL FUND POLICE DEPARTMENT AND THE PUBLIC SAFETY RADIO AND TOWER MAINTENANCE FUND.

Whereas, the Frazier radio tower is a critical component of the regional public safety communications system utilized by the City of St. Joseph, Buchanan County, Regional Emergency Medical Services Association (REMSA), and Mosaic Life Care; and

Whereas, a lightning strike damaged a transmit antenna and associated equipment located at the Frazier radio tower site, adversely affecting the reliability and performance of the public safety communications system; and

Whereas, Midwest Mobile Radio Service, Inc. evaluated the damage and determined that replacement of both transmit antennas and the receiver antenna during a single tower crew mobilization represented the most efficient and cost-effective repair option; and

Whereas, Midwest Mobile Radio Service, Inc. recommended replacement of both transmit antennas due to the incompatibility of coverage patterns between the damaged antenna and currently available replacement equipment, thereby ensuring proper system balance, reliability, and operational effectiveness; and

Whereas, on June 2, 2026, the Radio Tower Board unanimously approved emergency repairs under exigent circumstances by a vote of five (5) to zero (0), finding that immediate action was necessary to maintain reliable emergency communications and protect public health, safety, and welfare; and

Whereas, pursuant to Section 2-1360 of the Code of Ordinances of the City of St. Joseph, Missouri, emergency procurements may be authorized when an immediate threat to public health, safety, or welfare exists and delay would adversely affect essential governmental operations; and

Whereas, the emergency repairs were authorized and commenced in order to secure replacement equipment and minimize disruptions to public safety communications; and

Whereas, the total cost of the emergency repair project is Forty-One Thousand Thirty Dollars and Forty-Five Cents ($41,030.45), which shall initially be paid by the City of St. Joseph, with cost-sharing reimbursement to be received from the participating agencies pursuant to established Radio Tower Board cost allocation practices.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the City Manager or his designee be, and hereby is, authorized to approve the purchase and installation of transmit antennas and related equipment and installation from Midwest Mobile, Inc. in the amount of $41,030.45 for use by the Police Department.

Section 2. That the purchase of transmit antennas and associated equipment from Midwest Mobile, Inc. in the amount not to exceed $41.030.45 for the Police Department be,

and hereby is, affirmed

Section 3. That the General Fund, Police Department and the Radio and Tower Maintenance Fund budgets be, and hereby are, amended for Fiscal Year 2025/2026 as follows:

GENERAL FUND

ACCOUNT	DESCRIPTION	INCREASE
REVENUE		
8340-5999	Fund Balance Appropriation	$20,515.23
APPROPRIATION		
2910-1528	Transfer to Radio/Tower Fund	$20,515.23

RADIO AND TOWER MAINTENANCE FUND

ACCOUNT	DESCRIPTION	INCREASE
REVENUE		
2298-5802	Transfer from General Fund	$20,515.23
2298-5652	Buchanan County 911 Maint	$16,412.18
2298-5653	Mosaic 911 Maintenance	$ 2,461.83
2298-5654	REMSA 911 Maintenance	$ 1,641.21
APPROPRIATION		
2298-1640	Radio/Comm Equipment	$41,030.45

Section 4. That the Director of Finance be, and hereby is, authorized to record the budget amendments in the financial books of the City and to charge the Fiscal Year 2025/2026 Public Safety Radio and Tower Maintenance Fund Account 2298-1640 (Radio and Communication Equipment) in the amount of $41,030.45 when directed to do so by the Police Chief.

Section 5. That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____
City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

_____
Mayor

Date: June 22, 2026
Amount: $41,030.45
Account Number: 2298-1640

Explanation to Council Bill
Originating Department: Police

Purpose: To affirm the emergency procurement and repair of critical communications infrastructure at the Frazier radio tower following damage caused by a lightning strike and to amend the budgets in the General and Radio and Tower Maintenance Funds.

Remarks: The Radio Tower Board approved the emergency repairs on June 2, 2026, by a vote of 5-0. Board members determined that immediate action was required because the affected tower provides radio coverage for law enforcement, emergency medical services, and other public safety operations throughout the region.

The total project cost is $41,030.45. While the City of St. Joseph will initially pay the full amount to facilitate timely completion of the repairs, the project cost allocation approved by the Radio Tower Board is as follows:

• City of St. Joseph – $20,515.23
• Buchanan County – $16,412.18
• REMSA – $2,461.83
• Mosaic Life Care – $1,641.21

The emergency authorization allowed equipment orders to be placed immediately due to manufacturer lead times of approximately four to six weeks. Approval of this ordinance formally affirms the emergency action taken to preserve the operational readiness, reliability, and continuity of the regional public safety communications system.

The project reflects the following action items in the City's strategic plan:

1. Ensure Fiscal Responsibility: Improve utilization of city-owned technological assets.

PROJECTED FUND BALANCE BEFORE AMENDMENT – GENERAL FUND	**$ 40,180,212.43**
AMENDMENT TO/APPROPRIATION FROM FUND BALANCE	**$ (20,515.23)**
PROJECTED FUND BALANCE AFTER AMENDMENT – GENERAL FUND	**$ 40,159,697.20**

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

812 S. 10th St.
St. Joseph, MO 64501
Phone: (816) 279-2065

PRE-INVOICE

104027212

Order Date: 06/03/2026

Bill To:
ST JOSEPH & BUCHANAN CO 800
DIGITAL RADIO OVERSITE COM
1100 FREDERICK
SAINT JOSEPH, MO 64501

Contact: John Olszowka
Contact #: 816-271-4707

Ship To:
ST JOSEPH & BUCHANAN CO 800
DIGITAL RADIO OVERSITE COM
1100 FREDERICK
SAINT JOSEPH, MO 64501

Contact: John Olszowka
Contact #: 816-271-4707

Customer #: R2095	SalesPerson: DJW	PO#:

Qty	Item	Description	Unit Price	Extended
Restore the Frazier RF Site to normal operation				
3	TAL.DSPDS8M10P36U-D	806-869 MHz Magnum 10dBd Omni Low PIM Ant, DIN Note DSH-1MAG1HD Mounting Kit is include	7,464.47	22,393.41
6	D.L4TDM-PSA	DIN Male Positive Stop Connector U.S. Patent 6793529	60.00	360.00
30	D.LDF4-50	LDF4-50 heliax 1/2"	7.50	225.00
1	Project Labor Billing	Wireless USA	16,185.00	16,185.00
470	D.LDF4-50	LDF4-50 heliax 1/2"	2.99	1,405.30
2	D.L4TNM-PSA	Male N 1/2" Coax	22.55	45.10
1	D.L4SGRIP	1/2" hoisting grip	30.00	30.00
2	D.SG12-12B2U	1/2" ground kit for LDF4	26.52	53.04
120	D.SSH12	1/2' snap in hangers	2.78	333.60
1	Description	Replace two Transmit Antennas at the 430-foot level and one Receive antenna at 450-foot level. Install new Coax jumpers between the main coax cabling to each antenna. Sweep and confirm installation meets or exceeds specifications and performance requirements. All labor and tower time included. Dispose of one damaged antenna after documentation of possible lightning damage and store remaining two antennas as future spares.	0.00	0.00
1	Description	Payment Terms 50% down $20515.23, remaining 50% upon completion of project $20515.23	0.00	0.00

Please Pay From Invoice

Terms: DUR 1.5% Finance after 30 Days

Subtotal:	$41,030.45
Tax :	
Order Total:	$41,030.45

Minutes of the Community Police Advisory Committee Meeting

June 2nd, 2026 – 7:00 p.m.
Law Enforcement Center – 501 Faraon St.

	Name	Members' Term Attendance (mtgs attended-mtgs absent)	End of current Term of Office
Members Present:	Deann Young	(06-01)	05/30/26
	Robert Douglass	(04-00)	04/03/26
	Brenda Gregg	(04-00)	06/23/28
	Carol Barksdale	(12-03)	06/16/25
Members Absent:	Barbara LaBass	(07-03)	04/03/26

Staff Present:
Paul Luster – Chief of Police
Jason Strong – Deputy Chief of Police
Dan Sweiger – Major – Detective Division
John Olszowka – Major – Patrol Division
Dave Hart – Major – Support Services Division
Chase Cotter – Captain – Support Services Division
Brad Kerns – Captain - Administration

2026 JUN -3 PM 12:55
CITY CLERK

Agenda:

1. **Call to Order** – Chief Luster served as lead for the meeting and called it to order at 7:01pm

2. **Approval of Minutes**: Carol Barksdale motioned to approve the minutes from the March 2026 meeting, and Brenda Gregg seconded. Minutes were approved.

3. **Discussion on Community Concerns**: Carol Barksdale asked about our budget and process and Chief Luster gave a brief overview of it as it relates to process, goals from the City Manager, discussion of expenses, and current projects.

4. **Interaction with the Police Department**: Captain Cotter spoke to the committee regarding the absorption of our City's code enforcement team from City Hall to the Police Department. Captain Cotter oversees the code enforcement unit and he spoke about the purpose of code enforcement, how it relates to public safety, and works well under the Police Department's overall mission. He spoke about the unit itself, expectations for them, and improved effort for measuring results. He spoke about process with notification, administrivia action, enforcement,

and potential abatement. He also addressed, the citizen's complaints and concerns regarding code issues throughout town, not only from last year's Citizen's Survey but ongoing concerns reported via our city's online platform "SeeClickFix" and how effort is made in follow up with the complaints and being informative regarding progress made toward resolution.

5. **Old Business**: Deann Young asked for an update on our staffing and recruitment efforts and was given our current standing, potential new hires that are in process, and an overview of our goals for hiring future employees with focus on quality.

6. **Unfinished Business**: A question was asked regarding our planning and/or awareness towards the 2026 World Cup as it relates to St. Joseph, and the committee was given our concerns based on information at hand and our general plan to address them.

7. **Public Comment**: None

8. **Adjournment**: After all discussion points had ended, the group collectively concluded the meeting at 7:48 pm.

MINUTES OF THE LAND BANK BOARD MEETING

Pursuant to notice, the Land Bank Board of the City of St. Joseph met on Monday, June 1, 2026, at 1:00 p.m. in the 4th Floor Conference Room at City Hall.

	Name	Term Attendance (mtgs attended-mtgs absent)	End of Term
MEMBERS PRESENT:	Steve Briggs	(33-00)	8/26/26
	James Robinson	(29-04)	8/26/26
	Mary Kottenstette	(02-00)	1/20/30
	Mike Korte	(02-00)	12/31/29
	Sarah Weaver	(09-02)	1/8/28
	Robert Hedgecorth	(03-01)	9/23/27
	Larry Miller, Ex Officio		
MEMBERS ABSENT:	Scott Nelson, Ex Officio		
	[Vacancy]		

STAFF PRESENT: Josh Emberton, City Attorney
Jacy Brooks, Executive Administrative Assistant

2026 JUN -4 AM 11:
CITY CLERK

CALL TO ORDER - Briggs called the meeting to order at 1:00 p.m.

ROLL CALL - Robinson-Present, Korte-Present, Kottenstette-Present, Briggs-Present, Weaver-Present, Hedgecorth-Present, Miller-Present
Quorum is present. Four members constitute a quorum.

NEW BUSINESS
Item #1: Briggs welcomed the new Mayor to the meeting, being his first since taking office.

Item #2: Approval of Minutes- Korte made a motion to approve the minutes of the February 23, 2026, meeting. Robinson seconded.
VOTE: Robinson-yes, Korte-yes, Kottenstette-yes, Briggs-yes, Weaver-yes, Hedgecorth-yes
Ayes-6, Nays-0, Abstain-0. Minutes Approved.

Item #3: Emberton mentioned there are two terms ending in August. He brought to their attention the vacancy spot, which is a City spot. Board members were asked to refer any names to Emberton, Briggs, or to the Clerk's Office for suggestions.

Item #4: Demolitions / Bid Status
Emberton gave an update on the current status of any demolitions. States there are currently no properties that have structures standing on them, except for 702 S. 11th Street. John Hammer approached the Board 6 months ago to present his ideas for the property, but there has been no communication since he was told he needed to provide a letter from his bank regarding his available funds or them lending him the funds for the project, roughly 5 months ago. Emberton stated he will reach out to Hammer to touch base with him.

Emberton said there is currently nothing out for bid.

Item #5 & #6: Emberton presented the Board with the abatement invoices for the 15 Land Bank properties. (See attached documents) The invoice is from Wright & Sons Landscaping, INC. for a total of $2,887.88. Each invoice has a $75 administrative fee on it for a Code Enforcement Officer to respond, identify the property as a nuisance abatement, then would put the address on the list for the on-call mowing service company to respond to.

Emberton asked the Board if they want to continue with the current plan of mowing, put out their own RFP for on-call mowing services, or ask the Code Enforcement Manager, Juston Carr, if the Land Bank properties could be on a rotation with the on-call mowing service companies list, to alleviate the $75 administrative fee for each property. Board agreed to attempt that conversation first, if Carr denies the request, they will continue to do what is currently being done.

Robinson made a motion to approve to pay the invoice. Weaver seconded.
VOTE: Robinson-yes, Korte-yes, Kottenstette-yes, Briggs-yes, Weaver-yes, Hedgecorth-yes
Ayes-6, Nays-0, Abstain-0. Motion carries to pay invoice.

Item #7: Remaining Fund Balance
Emberton reported that the remaining fund balance is approximately $261,126.50 as of May 30, 2026.

Kottenstette asked if the Board could open a conversation with the Habitat for Humanity or other agencies to see if there is any interest in purchasing lots from the Land Bank. Briggs agreed it could be a positive conversation.

The Board discussed the Side Lot Program and how the adjacent lot owners are notified of the property and how they can purchase it.

Some Board members proposed a new way of notifying those adjacent lot owners. One suggestion was to send a letter to the adjacent property owners, notifying them that the property is available to purchase and if they're interested, to contact Emberton and the Board. The rest of the Board agreed it was a great idea. Emberton advised he would start that process.

Item #8: Closed Session – Discussion concerning the potential sale of real estate and legal matters.
Kottenstette made a motion to enter closed session; Weaver seconded.

VOTE: Robinson-yes, Korte-yes, Kottenstette-yes, Briggs-yes, Weaver-yes, Hedgecorth-yes Ayes-6, Nays-0, Abstain-0. Meeting was closed at 1:41 p.m.

[Privileged and Confidential Closed Session re: the purchase and sale of real property and legal matters.]

Robinson moved to end the closed session; Weaver seconded.
VOTE: Robinson-yes, Korte-yes, Kottenstette-yes, Briggs-yes, Weaver-yes, Hedgecorth-yes Ayes-6, Nays-0, Abstain-0. Meeting was reopened at 2:01p.m.

Meeting adjourned 2:02p.m.

Minutes respectfully submitted,
Jacy Brooks, Executive Administrative Assistant

MEETING NOTICE

The Land Bank Board will hold a meeting on **Monday, June 1, 2026, at 1:00 PM** in the 4th Floor Conference Room of City Hall, 1100 Frederick Avenue, St. Joseph, MO 64501.

AGENDA-

1. Call to Order/Roll Call
2. Approval of minutes for Feb. 23, 2026, meeting
3. Term Limits / New Members
4. Demolitions / Bid Status
5. Review Abatement Invoices
6. Contract for Property Maintenance
7. Remaining Fund Balance
8. Closed Session: discussion concerning the potential sale of real estate and legal matters
9. Adjourn

The agenda of this meeting includes a vote to close part of the meeting pursuant to RSMo. Sections 610.021(1) which pertains to legal actions and attorney-client communications; and 610.021(2) which pertains to leasing, purchase, or sale of real estate by a public governmental body.

Land Bank Board members:

James Robinson	Steve Briggs	[Vacancy]
Mike Korte	Sarah Weaver	Larry Miller, Ex-Officio
Mary Kottenstette	Robert Hedgecorth	Scott Nelson, Ex-Officio

cc: Mike Schumacher, City Manager
Kaycee Garton, City Clerk
Josh Emberton, City Attorney

Land Bank

CITY OF ST. JOSEPH, MISSOURI
ACCOUNTS PAYABLE FORM

Special Instructions:

VENDOR PEID NUMBER

VENDOR (PEID) NAME & MAILING ADDRESS

WRIGHT AND SONS
8113 PARKHILL
LENEXA KS 66215

DEPARTMENT NAME: PROP MAINT

REFERENCE:

PAYMENT DUE:

				GENERAL LEDGER					
PURCHASE ORDER #	INVOICE NUMBER	INVOICE DATE	AMOUNT	ORG KEY	ORG KEY DESCRIPTION	ELEMENT/ OBJECT	ELEMENT/OBJECT DESCRIPTION	TYPE	JOB LEDGER
26-1748	3054	5/15/2026	$840.00	8930	Gaming Initiatives - Property Maintenance	1498	Other Services	Mow	1015 N 5th
26-1757	3064	5/15/2026	$156.00	8930	"	1498	Other Services	Mow	1507 Beattie
26-1747	3063	5/18/2026	$51.00	8930	"	1498	Other Services	Mow	1211 Isadore
26-1746	3062	5/18/2026	$128.06	8930	"	1498	Other Services	Mow/brush	1209 Isadore
26-1724	3060	5/18/2026	$288.00	8930	"	1498	Other Services	Mow	923 N 9th
26-1723	3059	5/18/2026	$180.50	8930	"	1498	Other Services	Mow	824 N 16th
26-1752	3057	5/18/2026	$89.54	8930	"	1498	Other Services	Mow	713 Concord
26-1750	3073	5/18/2026	$71.16	8930	"	1498	Other Services	Mow	1125 S 20th
		TOTAL	$1,804.26						

Is a Budget Transfer required to fund this Accounts Payable Form? **YES:** **NO:**
(if YES, please attach the Budget Transfer Form)

Owen Cotta 5/19/26

Department Head or Authorized Agent *Date*

YOUR SIGNATURE ON THIS DOCUMENT SIGNIFIES THAT THE AMOUNT TO BE PAID IS FOR A LEGITIMATE BUSINESS PURPOSE, THAT ALL RELATED PRODUCTS OR SERVICES HAVE BEEN PROPERLY RECEIVED AND THAT THE TOTAL AMOUNT TO BE PAID IS OTHERWISE CORRECT.

CITY OF ST. JOSEPH, MISSOURI
ACCOUNTS PAYABLE FORM

Lawn Care

Special Instructions:

VENDOR PEID NUMBER

VENDOR (PEID) NAME & MAILING ADDRESS

WRIGHT AND SONS
8113 PARKHILL
LENEXA KS 66215

DEPARTMENT NAME: PROP MAINT

REFERENCE:

PAYMENT DUE:

PURCHASE ORDER #	INVOICE NUMBER	INVOICE DATE	AMOUNT	GENERAL LEDGER ORG KEY	ORG KEY DESCRIPTION	ELEMENT/ OBJECT	ELEMENT/OBJECT DESCRIPTION	OBJ TYPE	JOB LEDGER
26-1755	3070	5/18/2026	$128.00	8930	Gaming Initiatives - Property Maintenance	1498	Other Services	MOW	1920 Jones
26-1756	3085	5/18/2026	$177.14	8930	"	1498	Other Services	Mow	924 N 20th
26-1751	3083	5/18/2026	$172.82	8930	"	1498	Other Services	Mow/Trim	702 S 11th
26-1753	3080	5/18/2026	$87.50	8930	"	1498	Other Services	Mow	1008 S 15th
26-1754	3081	5/18/2026	$100.00	8930	"	1498	Other Services	Mow	1006 S 15th
26-1749	3084	5/18/2026	$293.84	8930	"	1498	Other Services	Mow	204 N 17th
26-1758	3082	5/18/2026	$124.32	8930	"	1498	Other Services	Mow	704 S 11th
		TOTAL	$1,083.62						

Is a Budget Transfer required to fund this Accounts Payable Form? **YES:** **NO:**
(if YES, please attach the Budget Transfer Form)

Chan Cole 5/19/26

Department Head or Authorized Agent *Date*

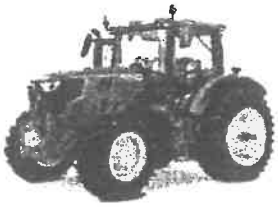
YOUR SIGNATURE ON THIS DOCUMENT SIGNIFIES THAT THE AMOUNT TO BE PAID IS FOR LEGITIMATE BUSINESS PURPOSE, THAT ALL RELATED PRODUCTS OR SERVICES HAVE BEE PROPERLY RECEIVED AND THAT THE TOTAL AMOUNT TO BE PAID IS OTHERWISE CORRECT.

Land Bank

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3054
Terms: Due on receipt
Invoice date: 05/15/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	1015 N 5th	42000	$0.02	$840.00

Total **$840.00**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3064
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	1507 Beattie	7800	$0.02	$156.00

Total **$156.00**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

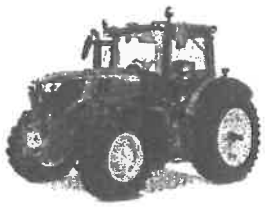
Invoice details
Invoice no.: 3063
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	1211 Isadore	2550	$0.02	$51.00
			Total			**$51.00**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

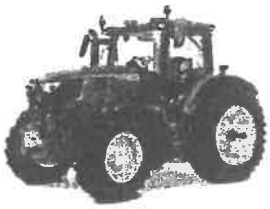
Invoice details
Invoice no.: 3062
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	1209 Isadore	3978	$0.02	$79.56
2.		**Abatement Services**	Brush	1	$48.50	$48.50
			Total			**$128.06**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3060
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	923 N 9th	14400	$0.02	$288.00

Total **$288.00**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3059
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description		Qty	Rate	Amount
1.		**Mowing services**	824 N 6th		9025	$0.02	$180.50
				Total			**$180.50**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3057
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	713 Concord	4477	$0.02	$89.54
			Total			**$89.54**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3073
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	1125 S 20th	3558	$0.02	$71.16
			Total			**$71.16**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225 1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3070
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	1920 Jones	6400	$0.02	$128.00

Total **$128.00**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

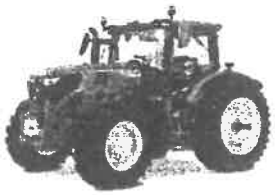
Invoice details
Invoice no.: 3085
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	924 N 20th	8857	$0.02	$177.14
			Total			**$177.14**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3083
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	702 S 11th	6216	$0.02	$124.32
2.		**Abatement Services**	Trash	1	$48.50	$48.50
			Total			**$172.82**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3080
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	608 S 15th	4375	$0.02	$87.50
			Total			**$87.50**

INVOICE

Wright & Sons Landscaping, Inc
5113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1060
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3081
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

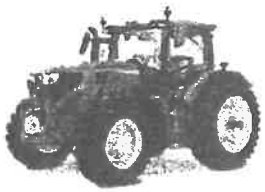
#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	606 S 15th	5000	$0.02	$100.00

Total **$100.00**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3084
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

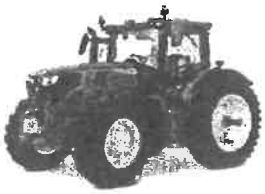
#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	204 N 17th	14692	$0.02	$293.84

Total **$293.84**

INVOICE

Wright & Sons Landscaping, Inc
8113 PARKHILL
LENEXA, KS 66215

dan@dwrightkc.com
+1 (816) 225-1050
dwrightkc.com



Bill to
City of St. Joseph, MO

Ship to
City of St. Joseph, MO

Invoice details
Invoice no.: 3082
Terms: Due on receipt
Invoice date: 05/18/2026
Due date: 05/31/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Mowing services**	706 S 11th	6216	$0.02	$124.32

Total **$124.32**

City of St. Joseph
Missouri

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5356
Invoice Date: May 27, 2026
Account Number: 1987680486

Bill To:

CITY OF ST JOSEPH LAND BANK AGENCY C/O CLERKS OFFICE
1100 FREDERICK AVE RM 204
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1748
Parcel Number: 06-3.0-08-002-001-061.000
Location: 1015 N 5TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$840.00		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/15/26 - Mow - Wright & Sons		$915.00		$915.00

REMITTANCE INFORMATION

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You can make a payment online! Please visit our Citizen Portal to pay online: https://www.civicgov4.com/mo_stjoseph/portal

***All online payments are subject to a 3% service charge.**

Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5356	1987680486	$915.00

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1748 (May 1, 2026 **)**

Site Address: 1015 N 5TH ST

Parcel No.: 06-3.0-08-002-001-061.000

Owner Info: CITY OF ST JOSEPH LAND BANK AGENCY C/O CLERKS OFFICE
1100 FREDERICK AVE RM 204, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:28PM **Violation Created**
New Violation #26-1748 - Generated From Complaint #26-0884

May 1, 2026 12:29PM **Inspection #26-3125 Result - Fail**
Inspection #26-3125 has been scheduled for this violation.

May 1, 2026 12:30PM **Inspection #R26-3125-01 - Scheduled**
Inspection #R26-3125-01 has been scheduled for this violation.

May 12, 2026 10:40AM **Work Order Issued**
city property LB

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5359
Invoice Date: May 27, 2026
Account Number: 1210291793

Bill To:

ST JOSEPH LAND BANK
1100 FREDERICK AVE RM 307
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1757
Parcel Number: 06-2.0-04-003-003-105.000
Location: 1507 BEATTIE ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$156.00		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$231.00		$231.00

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5359	1210291793	$231.00

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1757 (May 1, 2026)

Site Address: 1507 BEATTIE ST

Parcel No.: 06-2.0-04-003-003-105.000

Owner Info: ST JOSEPH LAND BANK
1100 FREDERICK AVE RM 307, ST JOSEPH, MO 64501

Owner Phone: 816-205-5550

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 01:00PM **Violation Created**
New Violation #26-1757 - Generated From Complaint #26-0894

May 1, 2026 01:01PM **Inspection #26-3135 Result - Fail**
Inspection #26-3135 has been scheduled for this violation.

May 1, 2026 01:01PM **Inspection #R26-3135-01 - Scheduled**
Inspection #R26-3135-01 has been scheduled for this violation.

May 12, 2026 11:30AM **Work Order Issued**
city property LB

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5361
Invoice Date: May 27, 2026
Account Number: 1155549188

Bill To:

CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1747
Parcel Number: 06-3.0-08-001-001-127.000
Location: 1211 ISADORE ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$51.00		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$126.00		$126.00

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5361	1155549188	$126.00

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1747 (May 1, 2026)

Site Address: 1211 ISADORE ST

Parcel No.: 06-3.0-08-001-001-127.000

Owner Info: CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:24PM **Violation Created**
New Violation #26-1747 - Generated From Complaint #26-0883

May 1, 2026 12:26PM **Inspection #26-3124 Result - Fail**
Inspection #26-3124 has been scheduled for this violation.

May 1, 2026 12:27PM **Inspection #R26-3124-01 - Scheduled**
Inspection #R26-3124-01 has been scheduled for this violation.

May 12, 2026 10:30AM **Work Order Issued**
city property LB

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5366
Invoice Date: May 27, 2026
Account Number: 1155549188

Bill To:

CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1746
Parcel Number: 06-3.0-08-001-001-126.000
Location: 1209 ISADORE ST

Date	Description	Paid Date	Amount	Paid Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$128.06	
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00	
	TOTAL: Violation Fees 5/18/26 - mow/brush - Wright & Sons		$203.06	$203.06

REMITTANCE INFORMATION

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***All online payments are subject to a 3% service charge.**

Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5366	1155549188	$203.06

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1746 (May 1, 2026)

Site Address: 1209 ISADORE ST

Parcel No.: 06-3.0-08-001-001-126.000

Owner Info: CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:00PM **Violation Created**
New Violation #26-1746 - Generated From Complaint #26-0882

May 1, 2026 12:01PM **Inspection #26-3123 Result - Fail**
Inspection #26-3123 has been scheduled for this violation.

May 1, 2026 12:02PM **Inspection #R26-3123-01 - Scheduled**
Inspection #R26-3123-01 has been scheduled for this violation.

May 12, 2026 10:30AM **Work Order Issued**
city property

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5375
Invoice Date: May 27, 2026
Account Number: 4182775242

Bill To:

CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1724
Parcel Number: 06-3.0-08-001-003-087.000
Location: 923 N 9TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$288.00		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$363.00		$363.00

REMITTANCE INFORMATION

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You can make a payment online! Please visit our Citizen Portal to pay online: https://www.civicgov4.com/mo_stjoseph/portal

***All online payments are subject to a 3% service charge.**

Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5375	4182775242	$363.00

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1724 (May 1, 2026)

Site Address: 923 N 9TH ST

Parcel No.: 06-3.0-08-001-003-087.000

Owner Info: CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107, ST JOSEPH, MO 64501

Owner Phone: 856-430-1054

Complaint: W/TG

Case History: Record was created on April 30, 2026

Notice Text: April 30, 2026 12:38PM **Violation Created**
New Violation #26-1724 - Generated From Complaint #26-0852

April 30, 2026 12:39PM **Inspection #26-3087 Result - Fail**
Inspection #26-3087 has been scheduled for this violation.

April 30, 2026 12:40PM **Inspection #R26-3087-01 - Scheduled**
Inspection #R26-3087-01 has been scheduled for this violation.

May 12, 2026 09:40AM **Work Order Issued**
workorder issued 5-12-26

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5377
Invoice Date: May 27, 2026
Account Number: 1155549188

Bill To:

CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1723
Parcel Number: 06-3.0-08-002-001-021.000
Location: 824 N 6TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$180.50		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$255.50		$255.50

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5377	1155549188	$255.50

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1723 (May 1, 2026)

Site Address: 824 N 6TH ST

Parcel No.: 06-3.0-08-002-001-021.000

Owner Info: CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG

Case History: Record was created on April 30, 2026

Notice Text: April 30, 2026 12:33PM **Violation Created**
New Violation #26-1723 - Generated From Complaint #26-0851

April 30, 2026 12:35PM **Inspection #26-3085 Result - Fail**
Inspection #26-3085 has been scheduled for this violation.

April 30, 2026 12:35PM **Inspection #R26-3085-01 - Scheduled**
Inspection #R26-3085-01 has been scheduled for this violation.

May 12, 2026 10:10AM **Work Order Issued**
city property workorder

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5379
Invoice Date: May 27, 2026
Account Number: 3833250584

Bill To:

ST JOSEPH LAND BANK
1100 FREDERICK AVE
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1752
Parcel Number: 06-3.0-05-001-003-130.000
Location: 713 CONCORD AVE

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$89.54		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$164.54		$164.54

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5379	3833250584	$164.54

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1752 (May 1, 2026)

Site Address: 713 CONCORD AVE

Parcel No.: 06-3.0-05-001-003-130.000

Owner Info: ST JOSEPH LAND BANK
1100 FREDERICK AVE RM 307, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:44PM **Violation Created**
New Violation #26-1752 - Generated From Complaint #26-0888

May 1, 2026 12:44PM **Inspection #26-3129 Result - Fail**
Inspection #26-3129 has been scheduled for this violation.

May 1, 2026 12:45PM **Inspection #R26-3129-01 - Scheduled**
Inspection #R26-3129-01 has been scheduled for this violation.

May 12, 2026 10:55AM **Work Order Issued**
city property LB

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5398
Invoice Date: May 27, 2026
Account Number: 3833250584

Bill To:

ST JOSEPH LAND BANK
1100 FREDERICK AVE
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1750
Parcel Number: 06-5.0-16-002-004-080.000
Location: 1125 S 20TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$71.16		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$146.16		$146.16

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5398	3833250584	$146.16

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1750 (May 1, 2026 **)**

Site Address: 1125 S 20TH ST

Parcel No.: 06-5.0-16-002-004-080.000

Owner Info: ST JOSEPH LAND BANK
1100 FREDERICK AVE RM 307, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:37PM **Violation Created**
New Violation #26-1750 - Generated From Complaint #26-0886

May 1, 2026 12:38PM **Inspection #26-3127 Result - Fail**
Inspection #26-3127 has been scheduled for this violation.

May 1, 2026 12:38PM **Inspection #R26-3127-01 - Scheduled**
Inspection #R26-3127-01 has been scheduled for this violation.

May 12, 2026 10:50AM **Work Order Issued**
city property LB

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5414
Invoice Date: May 27, 2026
Account Number: 3833250584

Bill To:

ST JOSEPH LAND BANK
1100 FREDERICK AVE
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1755
Parcel Number: 06-2.0-09-002-001-072.000
Location: 1920 JONES ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$128.00		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$203.00		$203.00

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5414	3833250584	$203.00

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1755 (May 1, 2026)

Site Address: 1920 JONES ST

Parcel No.: 06-2.0-09-002-001-072.000

Owner Info: ST JOSEPH LAND BANK
1100 FREDERICK AVE RM 307, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:53PM **Violation Created**
New Violation #26-1755 - Generated From Complaint #26-0892

May 1, 2026 12:54PM **Inspection #26-3133 Result - Fail**
Inspection #26-3133 has been scheduled for this violation.

May 1, 2026 12:54PM **Inspection #R26-3133-01 - Scheduled**
Inspection #R26-3133-01 has been scheduled for this violation.

May 12, 2026 11:20AM **Work Order Issued**
city property

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5418
Invoice Date: May 27, 2026
Account Number: 3833250584

Bill To:

ST JOSEPH LAND BANK
1100 FREDERICK AVE
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1756
Parcel Number: 06-2.0-09-002-001-069.000
Location: 924 N 20TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$177.14		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$252.14		$252.14

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5418	3833250584	$252.14

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1756 (May 1, 2026 **)**

Site Address: 924 N 20TH ST

Parcel No.: 06-2.0-09-002-001-069.000

Owner Info: ST JOSEPH LAND BANK
1100 FREDERICK AVE RM 307, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:56PM **Violation Created**
New Violation #26-1756 - Generated From Complaint #26-0893

May 1, 2026 12:57PM **Inspection #26-3134 Result - Fail**
Inspection #26-3134 has been scheduled for this violation.

May 1, 2026 12:58PM **Inspection #R26-3134-01 - Scheduled**
Inspection #R26-3134-01 has been scheduled for this violation.

May 12, 2026 11:10AM **Work Order Issued**
city property LB

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5422
Invoice Date: May 27, 2026
Account Number: 1155549188

Bill To:

CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1751
Parcel Number: 06-4.0-17-001-001-114.000
Location: 702 S 11TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$172.82		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow/trash - Wright & Sons		$247.82		$247.82

REMITTANCE INFORMATION

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Remittance Information
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Invoice Number	Account Number	Total Due This Invoice
26-5422	1155549188	$247.82

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1751 (May 1, 2026)

Site Address: 702 S 11TH ST

Parcel No.: 06-4.0-17-001-001-114.000

Owner Info: CITY OF ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 107, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:40PM **Violation Created**
New Violation #26-1751 - Generated From Complaint #26-0887

May 1, 2026 12:40PM **Inspection #26-3128 Result - Fail**
Inspection #26-3128 has been scheduled for this violation.

May 1, 2026 12:41PM **Inspection #R26-3128-01 - Scheduled**
Inspection #R26-3128-01 has been scheduled for this violation.

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5423
Invoice Date: May 27, 2026
Account Number: 3833250584

Bill To:

ST JOSEPH LAND BANK
1100 FREDERICK AVE
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1753
Parcel Number: 06-5.0-16-002-002-153.000
Location: 608 S 15TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$87.50		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$162.50		$162.50

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5423	3833250584	$162.50

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1753 (May 1, 2026)

Site Address: 608 S 15TH ST

Parcel No.: 06-5.0-16-002-002-153.000

Owner Info: ST JOSEPH LAND BANK
1100 FREDERICK AVE RM 307, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:47PM **Violation Created**
New Violation #26-1753 - Generated From Complaint #26-0890

May 1, 2026 12:48PM **Inspection #26-3131 Result - Fail**
Inspection #26-3131 has been scheduled for this violation.

May 1, 2026 12:48PM **Inspection #R26-3131-01 - Scheduled**
Inspection #R26-3131-01 has been scheduled for this violation.

May 12, 2026 10:55AM **Work Order Issued**
city property LB

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5425
Invoice Date: May 27, 2026
Account Number: 3833250584

Bill To:

ST JOSEPH LAND BANK
1100 FREDERICK AVE
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1754
Parcel Number: 06-5.0-16-002-002-152.000
Location: 606 S 15TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$100.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$175.00		$175.00

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5425	3833250584	$175.00

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1754 (May 1, 2026)

Site Address: 606 S 15TH ST

Parcel No.: 06-5.0-16-002-002-152.000

Owner Info: ST JOSEPH LAND BANK
1100 FREDERICK AVE RM 307, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:50PM **Violation Created**
New Violation #26-1754 - Generated From Complaint #26-0891

May 1, 2026 12:50PM **Inspection #26-3132 Result - Fail**
Inspection #26-3132 has been scheduled for this violation.

May 1, 2026 12:51PM **Inspection #R26-3132-01 - Scheduled**
Inspection #R26-3132-01 has been scheduled for this violation.

May 12, 2026 10:55AM **Work Order Issued**
city property LB

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5427
Invoice Date: May 27, 2026
Account Number: 3135312149

Bill To:

ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 307
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1749
Parcel Number: 06-2.0-09-003-002-099.000
Location: 204 N 17TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$293.84		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$368.84		$368.84

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5427	3135312149	$368.84

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1749 (May 1, 2026)

Site Address: 204 N 17TH ST

Parcel No.: 06-2.0-09-003-002-099.000

Owner Info: ST JOSEPH LAND BANK AGENCY
1100 FREDERICK AVE RM 307, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 12:32PM **Violation Created**
New Violation #26-1749 - Generated From Complaint #26-0885

May 1, 2026 12:33PM **Inspection #26-3126 Result - Fail**
Inspection #26-3126 has been scheduled for this violation.

May 1, 2026 12:34PM **Inspection #R26-3126-01 - Scheduled**
Inspection #R26-3126-01 has been scheduled for this violation.

May 12, 2026 10:40AM **Work Order Issued**
City property LB

Inspector: Juston Carr

Scope of Work:

City of St. Joseph Missouri

City of St. Joseph
1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

INVOICE

Invoice Number: 26-5430
Invoice Date: May 27, 2026
Account Number: 3833250584

Bill To:

ST JOSEPH LAND BANK
1100 FREDERICK AVE
ST JOSEPH, MO 64501

Invoice Questions?
Phone: 816.271.4642

Invoice Due Date: July 11, 2026
Record Number: Violation 26-1758
Parcel Number: 06-4.0-17-001-001-113.000
Location: 706 S 11TH ST

Date	Description	Paid Date	Amount	Paid	Balance
May 27, 2026	Abatement Charge (5430-4645) (5430-4645)		$124.32		
May 27, 2026	Administration Fee (5430-4645) (5430-4645)		$75.00		
	TOTAL: Violation Fees 5/18/26 - Mow - Wright & Sons		$199.32		$199.32

REMITTANCE INFORMATION

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Remittance Information
Your payment is due by July 11, 2026

Invoice Number	Account Number	Total Due This Invoice
26-5430	3833250584	$199.32

City of St. Joseph Missouri

City of St. Joseph

1100 Frederick Avenue, St. Joseph, Missouri 64501
Phone: 816-271-4751

Work Order

Violation Number: 26-1758 (May 1, 2026 **)**

Site Address: 706 S 11TH ST

Parcel No.: 06-4.0-17-001-001-113.000

Owner Info: ST JOSEPH LAND BANK
1100 FREDERICK AVE RM 307, ST JOSEPH, MO 64501

Owner Phone: Not Provided

Complaint: W/TG - 1T - LB property

Case History: Record was created on May 1, 2026

Notice Text: May 1, 2026 01:02PM **Violation Created**
New Violation #26-1758 - Generated From Complaint #26-0895

May 1, 2026 01:05PM **Inspection #26-3136 Result - Fail**
Inspection #26-3136 has been scheduled for this violation.

May 1, 2026 01:06PM **Inspection #R26-3136-01 - Scheduled**
Inspection #R26-3136-01 has been scheduled for this violation.

May 12, 2026 11:30AM **Work Order Issued**
city property LB

Inspector: Juston Carr

Scope of Work:

Aviation Advisory Board Minutes
April 1, 2026 – 11:30am
Airport Terminal Conference Room

	Name	Members' Term (Mtgs Attend/Mtgs Absent)	End of Term
Roll Call:	Mo Air National Guard	Pleasure of the Guard	
	James Crenshaw	16/02	August 29, 2026
	Bruce Crum	07/01	March 4, 2029
	Kevin Haywood	07/04	August 21, 2028
	Michael Korte, Vice-Chair	21/03	June 01, 2026
	Marcus Tyrrell	09/00	February 5, 2029
	Chad Welch, Chair	18/00	April 10, 2027
Absentees:	Derek Vreeland	03/09	April 20, 2028
City Staff:	Julius Rice, Airport General Manager		
	Chris Cordonnier, Airport Operations Manager		
	Chance Gallagher, Deputy Director of Transportation		
	Roxanne Patton, Airport Recording Administrator		

CITY CLERK
2026 JUN -5 AM 8:45

Call to Order
The Aviation Board called to order 11:30am.

Welcome / Introductions

Item #1 – Approval of Minutes
Corrections to the December 2025 meeting minutes as follows:

- Item #8-Information Items, Committees and Conferences:
  MAMA/MoSAC should read, Meeting schedule March 24-27, 2026 to Jefferson City and Lake of the Ozarks".

- Item #8-Information Items, Aviation Events:
  Third sentence should read "The FAA has NOT yet approved the 5K on the runway the Saturday before the STOL event".

Motion made by member Korte and seconded by member Tyrrell to accept and approve December 3, 2025, minutes as corrected. By general consent, the meeting minutes were unanimously approved.

Item #2 – Airport Updates
One year has passed since staff moved into the new Terminal Building. A few issues have come up that have been resolved by contractors.

Air Traffic Control Tower (ATC): Funds have been approved for the MEL equipment and will be installed after construction completion, looking at late 2026.

Fuel Farm: Moving from the north development land to new south location near pump house. Project is half funded from the FY25 State General Revenue.

General Aviation Apron: Ordinance for Woolpert design passed City Council. Funding will be from prior year FAA Non-Primary Entitlement and BIL funds for survey and design.

Item #3 – Military Updates
No items to report.

Item #4 – Action Items
No items to report.

Item #5 – Board Business
Time has come to re-elect a board chairperson. Vice-Chair Korte nominated Chad Welch for another year. Member Haywood seconded the motion. By general consent, board members unanimously approved and accepted member Welch to serve as Chairperson for another year.

Vice-Chair Korte's term will expire June 1, 2026. Nominations were discussed and Marcus Tyrrell accepted the motion made by member Korte and seconded by Member Crenshaw as new Vice-Chair of the Aviation Board.

Item #6 - Airport Tenants/Organization Activities
Hangars: Hangars are at full capacity, and a waiting list is currently on file with 15 for T-hangars and 5 for P-hangars. Hangar inspections were performed by Airport staff for compliance per FAA regulations and airport lease agreement. Inspection check lists were left in each hangar noting any irregularities.

Pan Am Flight Services (FBO): January 1, 2026, Pan Am Flight Services officially has the new FBO operating lease, with a Letter of Intent for future infrastructure.

Chairman Welch said there has been a complaint filed with the FAA relating to the way the FBO lease was handled. City hired legal counsel. Welsh has been in contact with Angela Muder, FAA Compliance Specialist.

EAA Chapter: Young Eagles rally scheduled for May 9, 2026 from 9:00 AM to 12:00PM. This year's rally will require on-line reservations.

Beech-Nutz: Spring clinic is planned for May 14-17, 2026.

AOPA: ASN Atchison KS airport construction delays due to issues with gas pipeline while performing dirt work.

Item #7 - Capital Improvement Program
Current FY 26 equipment purchases entail installation of a new gate motor. Waiting on security controller for security badges to match all other new buildings at the airport and will be on the same network for central management.

Item #8 - Information Items
Committees and Conferences:

- Great Northwest Day: February 2-4, 2026 meeting with legislatures and TAG focusing on 139thAW support and C-130J models.

- MPO Technical Committee: Meeting held in March. Airport secondary access remains on the list of projects for in and out of Rosecrans Airport. This access would not be heavily traveled, although it would assist the military locations at the north end of the airport.
- AOB: Held at the 241st building on Thursday, March 26th.
- MoSAC: State Aviation Day and MoSAC annual meeting held March 24-25, 2026, with focus on State Aviation Trust Fund for jet fuel sales tax exemption extensions.
- MAMA: MAMA annual meeting held on March 26-27, 2026 covering several topics. A presentation by Rosecrans and Jefferson City was given concerning site survey placement of new ATCT's.

Community Engagement and Public Outreach:

- United Way: April 2nd, Airport Manager Julius Rice will speak at Bode Middle School Career Day.
- Field Trip: Julius hosted the North Nodaway High School field trip March 23rd with 22 kids and 3 adults.

Aviation Events:

- Pony Express STOL Competition: Date set for May 30th with practice on the 29th.
- Run the Runway 5K: Waiting on word from the FAA for approval on non-aeronautical use of the runway for a 5K run the Saturday before the STOL event. Proceeds will help pay for STOL event. Any excess proceeds will move forward to next events.
- Women's Air Race Classic: Event set for June 23 through the 26th. STJ is stop #7 on the route. Thursday the 25th will likely be when most racers pass through.
- Airshow: While attending the ICAS Convention December 2025, the city moved to cancel due to the 139thAW being unable to support an open house event.
- War Bird Fly-in: Event scheduled for September 11-13, 2026. Committee exploring a flightline festival with static aircraft displays, car clubs, and Warbirds on-ground and having revenue rides. Details are still in the development stages.

Item #9 – Public Comment

Former STJ Airport Manager, Brian Weiler, currently Springfield Airport Director, is retiring in June.

Chairman Welsh said Steven Craig leased a Boeing 757 which will have the Pan AM logo and will bring to STJ and depart for the British Open.

Item #10 - Adjourn

With no other business, a motion was made and seconded to adjourn at 12:05 p.m.

Minutes respectfully submitted,

/s/ Roxanne Patton, Administrative Assistant
Rosecrans Memorial Airport

MINUTES OF THE POLICE PENSION BOARD MEETING

The regular monthly meeting of the Police Pension Board was held on Wednesday, May 20, 2026, at 4:00 p.m., in the 1st Floor Conference Room at City Hall.

MEMBERS PRESENT:	Paul Luster, Police Chief; Nikki Poirier, Finance Director; Josh Emberton, City Attorney; Amy Cohorst, Human Resources Director; Kaycee Garton, City Clerk; Paul Gatewood, Gregg Lewis, Trenny Wilson and Richard Shelton.
MEMBERS ABSENT:	None.
CITY STAFF/CONTRACTUAL REPRESENTATIVES PRESENT:	Southern Wealth representative Mark Kempf, Plan Administrator/Investment Manager; and Kitty Karr, Accountant.

Chairman Paul Gatewood called the meeting to order.

Agenda #I - Approval of minutes from the April 2026 meeting. Gregg Lewis made a motion to approve the minutes of the April 15, 2026 meeting. Second by Trenny Wilson. Motion carried (8-0).

Agenda #II – Approval of pension payments for May, 2026. Richard Shelton made a motion to approve the total pension retirement payments as of April 30, 2026, in the amount of $217,532.06. Second by Paul Luster. Motion carried (8-0).

Agenda #III - Vendor invoices. Paul Luster made a motion to pay the invoice from Southern Bank in the amount of $3,370.24 for custodian and administration fees and the invoice from MCG Consulting Group in the amount of $900.00 for board members to attend the Continuing Education Seminar. Second by Richard Shelton. Motion carried (8-0).

Agenda #IV – Other Related Business or Issues. Josh Emberton mentioned that he is preparing an agreement for a 6-month extension for Southern Banks services while they evaluate the process of a new agreement. He hopes to have information regarding an RFP at the next meeting.

By general consent, the meeting adjourned at 4:06 p.m.

Respectfully submitted,

Kaycee Garton
Secretary, Police Pension Board

CITY CLERK
2026 JUN -9 AM 10:1

Minutes
Museum Oversight Board, SJMI, St. Joseph, MO
May 20, 2026

The Museum Oversight Board met at St. Joseph Museums. Attendees included Diane Waddell (President), Danielle McGaughy (Vice President), and board member Jamie Dollar. Also present was Hannora Hannah, past MOB President. Sara Wilson, Executive Director, SJMI, was also present.

Diane Waddell called the meeting to order at 10:44 a.m.; a quorum was present.

Minutes: On a motion by Jamie Dollar, and seconded by Danielle McGaughy, the board unanimously approved the April 22, 2026 MOB meeting minutes.

Financial: Jamie Dollar made a motion to accept the financial reports. The board reviewed the April financial statements. Sara Wilson pointed out that she believes the number in line 4400 (membership dues) is inaccurate, she will double-check this information for accuracy and report back to us.

We won't have financial statements to review in June because of the fiscal year adjustments being made on disbursements. Beginning July 1. 2026 the monthly distribution amount will go from $30,000 monthly to $36,250 monthly.

Report of the SJMI Board President:
Sara Wilson presented the SJMI Board President's report on behalf of Gary Wilkinson, who was recently elected Deputy Mayor of St. Joseph.
Gary Wilkinson will be reaching his term limit at the end of June 2026. A new president, Charles Switzenberg, will be taking over as the museum board president.

July 2, 2026, is the next Museum Membership Meeting, the new president will take over, and 2 new City council members will be appointed by the mayor to serve on this board.

Executive Director's Report: Sara announced that Anita Sontheimer will be retiring from St. Joseph Museums, applications have been received and interviews conducted. A replacement for Anita has been selected, Zach Greer and he will be

CITY CLERK
2026 JUN 2 AM 8:47

starting May 26, 2026, and have nine days of training with Anita before taking over the position.

During the transition, Sara also announced that there will be changes made to the QuickBooks access for museum financials, and there will be switch over to Bills.com to integrate with the QuickBooks system and streamline the automated financial services that the museum uses.

The trip to Albuquerque & Sante Fe was a success! There were 44 people on the trip.

The Frog Hop Rewind event is scheduled for May 29, 2026, and 82 tickets have been sold.

Juneteenth Gala tickets are still selling. The Juneteenth vendor list has been given to the city.

The Juneteenth parade has a suitable number of participants signed up.

Kevin Strickland will be the guest speaker on Juneteenth this year. Giddy Up Riders from KCMO will be the highlight of the Juneteenth parade this year.

Adjournment: Jamie Dollar moved to adjournal; with no objections, the meeting adjourned.

The next meeting is scheduled for June 17, 2026, at 10:30 a.m.

Submitted by Danielle McGaughy

Outlook

Fw: Quarterly Report for MOB, for April and May 2026 (end of fiscal year)

From Kaycee Garton <kgarton@stjosephmo.gov>
Date Mon 6/15/2026 8:48 AM
To Latisha Little <llittle@stjosephmo.gov>

Kaycee Garton
City Clerk
City of St. Joseph
O: 816.271.4731

From: Cindy McDermott <cmcdermott@stjosephmo.gov>
Sent: Monday, June 15, 2026 7:20 AM
To: Kaycee Garton <kgarton@stjosephmo.gov>; Nikki Poirier <npoirier@stjosephmo.gov>; Dawn Lanning <dlanning@stjosephmo.gov>
Subject: Fw: Quarterly Report for MOB, for April and May 2026 (end of fiscal year)

Please find Diane's report below - thank you,

Cindy McDermott
Accountant
City of St. Joseph
O: 816.271.4820

From: Diane Waddell <forglobalhealth@gmail.com>
Sent: Sunday, June 14, 2026 10:16 PM
To: Cindy McDermott <cmcdermott@stjosephmo.gov>
Cc: sara@stjosephmuseum.org <sara@stjosephmuseum.org>; Delores Rockett <rockett@stjosephmuseum.org>
Subject: Quarterly Report for MOB, for April and May 2026 (end of fiscal year)

Museum Oversight Board Quarterly Report
St. Joseph Museums, Inc.
Representing April and May 2026 (end of fiscal year)
Submitted by Diane Waddell, MOB President

Volunteer Hours
April 2026 Volunteer Hours for SJMI – 776
May 2026 Volunteer Hours for SJMI – 737
Total – 1,513

Reported by Jerrad Hardin, Rentals/Volunteer and Experiences Coordinator

Sales reports from gift shops
Wyeth-Tootle Mansion Gift Shop:
Gross Sales- $348.50
Net Sales- $344.00

Frederick Avenue Location Gift Shop:
Gross Sales- $12,830.00
Net Sales- $12,520.30

Reported by Heather Nelson, exhibit artist and visitor services

Attendance:
Frederick Ave Site:
April – 1493
May – 1377

Wyeth-Tootle:
April – 925
May – 353

Group Tours:
April - 338
May – 82

Programs:
Zoom – April 16 – William Woods Teachers – 10
May 28 – Psychology Social Hour – 12 attendees – 1.1K views

School District and Community offsite programs:
9 program dates, at 7 schools and one other site with 5 total staff

Onsite special programs related to the Jewish history exhibit
3 dates with 3 staff

Emotional toolbox programs: at 5 high schools and one business, with 3 staff

Total Program participants – 824 with 1.1k online view from Psychology Social Hour.
Programs

Reported by Kami Jones - CDMP, Communications and Group Tours Manager

Additionally, please see the financial document from
Zachary Grier
Financial Services Administrator

<SKM_C45826061214480.pdf>

Please let me know iif you need additional information.

Diane Waddell, President
Museum Oversight Board

EXTERNAL EMAIL: Do not click on any links or open any attachments unless you are expecting the email and/or know the content is safe. If in doubt, delete the email.

COUNCIL WORK SESSION MINUTES

June 8, 2026 – 4:00 p.m.
4th Floor Conference Room - City Hall

A Council work session was held to discuss the following items:

1. City's Five-Year Capital Improvement Program (Fiscal Years 2027/2028-2031/2032)
2. Survey Guided Action Plan progress update from General Services
3. Discuss potential Code of Ordinances revision "Unauthorized Relocation of Transient and Unhoused Individuals"

Attending: Mayor Larry Miller and Councilmembers Collin Clibon, Madison Davis, Jason Eslinger, Russell Moore, Marty Novak, Randy Schultz and Gary Wilkinson.

Mike Schumacher, City Manager; Dawn Lanning, Assistant City Manager; Josh Emberton, City Attorney; Nikki Poirier, Finance Director; Chance Gallagher, Public Works & Transportation Director; Paul Luster, Police Chief; Ivan Klippenstein, Fire Chief; Nikki Poirier, Finance Director; Debra Bradley, Health Director; Josh Royle, Technology Services Director; Dale Reuter, Planning & Community Development Director; Laurie Thompson, General Services Director; Jason Strong, Deputy Police Chief; Jamey McVicker, Assistant Fire Chief; Jende Smith, Deputy Director of Recreation; Phillip Leimbach, Chief Project Manager; Kim Eaton, Project Manager; Paul Bridenstine, Project Manager; Kaycee Garton, City Clerk; Rich Karleskint, Controller; Jessica Kozol, Communications & Community Engagement Manager; Ed Schilling, Multimedia Planner; Latisha Little, Deputy City Clerk and Heidi Eggers, Business Liaison.

Mayor Larry Miller called the meeting to order at 4:00 p.m.

1. City Manager Mike Schumacher began the meeting with a discussion of the City's Five-Year Capital Improvement Plan. He passed around a breakdown of all Capital Improvement Plan (CIP) projects, including Parks, Transit, and ARPA-funded projects, which will be provided to Council within the next few days. He explained that this information will also be made available to the public through the City's website. He noted that the City owes explanations to both the public and the Council when projects on the list must be adjusted or reprioritized due to funding constraints. He also discussed the implementation of Procore, which will provide a platform through which all parties, including architects and engineers, can communicate.

Schumacher also discussed the creation of a Public Improvement Advisory Committee (PIAC) and provided a handout containing information about the concept. He stated that the City of Kansas City, Missouri utilizes a similar model. Under the proposal, each Councilmember would nominate one citizen to serve on the committee. The committee would meet quarterly to review the project list, and all improvement projects would be routed through the committee for review. The committee would then be responsible for making recommendations to the Council.

2. Schumacher invited Chief Klippenstein and Architect/Engineer Brian Birkstrom from SEH to speak about Fire Station #10. Birkstrom explained that the project came in well over the budgeted amount. Poor soil conditions led to the need for aggregate piers, and additional costs were incurred to relocate a walking trail, relocate a statue, and install additional stormwater piping. The lowest bid came in at $6.2 million, while $4.2 million had been budgeted for the project. They have requested cost breakdowns from each bidder and are preparing questions to submit back to the bidders so they can make accurate comparisons. He anticipated that it would take approximately one week to receive responses from the bidders.

Schumacher stated that the City will need to review the CIP project list and reevaluate priorities. This may result in other projects being delayed in order to secure the funding needed for the station. Schumacher made it clear that Fire Station #10 will move forward; however, doing so will prompt additional discussions regarding funding shifts necessary to accomplish that goal.

3. General Services Director Laurie Thompson provided an update on her newly established department. She explained that since February, General Services has been focused on building systems and processes intended to support long-term efficiency and transparency across the organization. She stated that the department is implementing two new systems, Procore and IonWave.

Thompson provided a packet handout containing a high-level overview of the department's current activities, accomplishments to date, and goals for the coming months. She indicated that implementation of the new systems is anticipated in July. She noted that one of the key benefits of Procore is its ability to integrate all project stakeholders into a single platform for communication, ensuring that everyone remains informed and aligned throughout the process.

4. Councilmember Eslinger spoke regarding the ordinance he sponsored several months ago concerning the "Unauthorized Relocation of Transient and Unhoused Individuals." He explained that the ordinance allows the City to pursue prosecution against other municipalities that knowingly transport a homeless individual into the City and leave them without resources to return to their original location. Eslinger stated that the City already has limited resources available to assist its own homeless population and expressed the belief that other communities should not be permitted to relocate additional individuals to the City without providing appropriate support or resources.

Schumacher stated that the City will be implementing a new process that provides Councilmembers with an opportunity to ask questions regarding ordinances and resolutions prior to Council meetings. He explained that these discussions will take place at the end of each Work Session. He asked that Councilmembers provide advance notice of any questions or items they would like to discuss so that the appropriate department directors can be present to address them.

Followed by some discussion by Council, the meeting adjourned at 4:55 p.m.

Kaycee Garton

Minutes transcribed by Kaycee Garton, City Clerk

2026| Project Management Team



Capital Projects Summary

City of St Joseph

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CIP 2013/2019

Schedule By Fiscal Year (Current)

2013 Capital Improvements Program Proposed Project List		
Category	Project Description	Project Cost
Public Works	Airport Capital Funds	$ 795,521.00

2019 Capital Improvements Program Proposed Project List		
Category	Project Description	Project Cost
Public Works	22nd Street Sidewalks	$ 468,050.00
Public Works	36th Street Sidewalks	$ 442,750.00
Parks	Aqatic Lap Pool Demo	$ 448,910.00
Public Works	Airport Capital Funds	$ 500,000.00
Public Works	City Hall Masonry	$ 477,595.00
Parks	Krug Park CIP Improvements	$ 1,014,598.00
Public Works	Sylvanie & Charles Infrastructure	$ 1,176,450.00
Public Works	Urban Trail	$ 32,500.00
Parks	Wyeth Tootle Repairs	$ 1,100,000.00

CIP 2013/2019

Original Schedule

SPONSOR: COUNCILMEMBER

RESOLUTION NO. 38587

A RESOLUTION EXPRESSING THE CITY COUNCIL'S COMMITMENT AND INTENT TO EXPEND THE CAPITAL IMPROVEMENTS PROGRAM (CIP) SALES TAX FUNDS ON THE CAPITAL PROJECTS LISTED IN THE ATTACHED EXHIBIT "A," IF APPROVED BY THE VOTERS AT THE ELECTION ON AUGUST 7, 2012.

WHEREAS, The 2013 Capital Improvements Program Citizens Committee has identified needed capital improvement projects as part of the City's Five-Year Capital Improvements Program; and

WHEREAS, The City Council of the City of St. Joseph unanimously concurs with the 2013 Capital Improvements Program Citizens Committee; and

WHEREAS, The current City sales tax for the purpose of funding capital improvements expires as of June 30, 2013; and

WHEREAS, On Tuesday, August 7, 2012, the voters will be asked to consider making an investment in the St. Joseph community of needed capital improvements by extending that sales tax; and

WHEREAS, The City sales tax for the purpose of funding capital improvements will be for a period of six years at which time it will terminate. It is estimated that approximately $30,473,000 will be generated by this tax.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

SECTION 1. That the Council of the City of St. Joseph hereby expresses its commitment and intent to expend the Capital Improvements Program (CIP) sales tax funds on the projects listed in the attached Exhibit "A," if approved by the voters at an election on August 7, 2012.

Authenticated Copy
of Reso., G.O., S.O. 38587
PAULA HEYDE, City Clerk
By _____ Deputy
Date 5-17-12

Approved as to form:

_____ City Attorney

Adopted May 14, 20 12

Attest: Paula Heyde
(SEAL) City Clerk

_____ Mayor

CITY CLERK

2012 MAY -8 AM 10:26

Date: May 14, 2012
Type of Resolution: Resolution

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To express the City Council's commitment and intent to expend the Capital Improvements Program (CIP) sales tax funds on the projects listed in the attached Exhibit "A," if approved by the voters at an election on August 7, 2012.

REMARKS: The 2013 Capital Improvements Program (CIP) Citizens Committee reviewed a lengthy list of projects for inclusion in the next proposed renewal of the one-half cent Capital Improvements Sales Tax. After careful review of potential projects, the CIP Citizens Committee submitted its recommendation to the City Council at a work session held on April 26, 2012. The Council unanimously supported the Committee's recommendations.

The CIP Committee also recommends an oversight committee be established from members of the CIP committee, for the purpose of being kept informed of the projects' progress over the course of CIP program and requests that the City Council to give consideration to their request.

Submitted By:

J. Bruce Woody
City Manager

2012 MAY -8 AM 10:28

2013 Citizen Committee Recommendations

Project	Description	Project Cost	Project Type
Streets/Transportation Related			
Kames Road / Parkway Realignment and Cook Road Extension from St. Joseph Avenue to Savannah Road	Realign Kames thru NW Parkway to eliminate intersecting at St. Joseph Avenue and extending Cook Road. Uses 2008 CIP $2.4 million. Total project cost $5.4 million	$3,000,000	Repair
Enhanced Overlay	Jules (12th to 22nd) and Faraon (Frederick to 22nd) - New / repair curb and sidewalks, ADA ramps and storm inlets.	$1,253,750	Upgrade
Riverside and Gene Field Intersection	100 feet on Gene Field and 600 feet each on Riverside	$2,250,000	Upgrade
Sidewalk Grants	50/50, Residential / Commercial, $150K/year	$900,000	Repair
Mansfield Road - 9th to 22nd	Flatten, widen to 12' lanes, improve drainage, add sidewalks	$2,000,000	Upgrade
Asphalt Overlays	$875,000/year, priority locations: to be attached	$5,250,000	Repair
Concrete Street Repairs	$400,000/year, priority locations: to be attached	$2,400,000	Repair
Airport	Match for Guard and FAA AIP grants	$1,000,000	Upgrade
Urban Trail Grant Matches	70/30 match, development and maintenance of Urban Trail	$500,000	New & Repair
		$18,553,750	
Public Safety			
Armored vehicle for Police SRT	Replace a similar 1970s vintage vehicle	$312,000	Replace
Radio infrastructure, Police/Fire/County	7 repeaters and consoles of radio system	$1,347,500	Replace
Pumper Truck (Fire)	Replace one pumper truck	$400,000	Replace
Two New Fire Stations	Build two new stations; use Station 12 savings and Geiger Mansion proceeds to acquire land for three stations	$6,000,000	Replace
		$8,059,500	
Parks & Recreation Facilities			
Noyes, Hyde & Krug Tennis Courts	Renovate interior of building and courts. $300K allocated to professional services for the resurfacing of Noyes	$500,000	Repair
Missouri Theater	Repair and seal Edmond entrance and façade	$42,000	Repair
Hyde Park Ballfields	Complete renovation of all fields and structures, new lights on 3 fields, replace and add bleachers, parking lot overlay	$1,531,173	Upgrade
Krug Park Lagoon and Waterfall	Dredge pond, repair and stabilize rock walls, replace shoreline rocks, reconstruct waterfall into a 3-tiered configuration recycling lagoon water	$887,000	Repair & Upgrade
Civic Center and Patee Park fountains	Clean, repair concrete, fences, and fountainheads; rebuild CCP fountain to original design	$80,000	Repair
		$3,020,173	
Other Civic Facility Repairs			
Patee Market Health Center	Exterior work, vital records enclosure, parking lot, elevator - replace power and controller units, door operator unit, exterior and interior button controls	$150,000	Repair
City Hall Porch and Civic Center Park	Repair porch, ballastraudes. Possible stantions to protect from potential vehicle impacts.	$190,000	Repair
		$340,000	
Other			
Public Grant Matches	Federal grant funding; typical leverage $2 million at 80/20. Pursue a Safe Route to School grant.	**$500,000**	Grant Match
	Total 6-Year CIP	**$30,473,423**	

Exhibit "A" Pg.1

CITY CLERK

2012 MAY -8 AM 10:2

Concrete Repairs

36th Street	Faraon to Frederick
36th Street	Frederick to Beck
Beck Road	Belt to Ashland
Beck Road*	Berkshire to Village Drive
Central Business District	
Cook Road	W. Haverill to Belt
Faraon*	Belt to Riverside
Frederick*	Noyes to 36th Street
Gene Field*	Ashland to Belt
Hirter Drive	
Leonard	**169 to Whitaker**
Leonard	Frederick to Gene Field
Lower Lake Road	**Bluff View to Ingersoll**
Oakland	Woodbine to Belt
Sherman	Woodbine to Belt
Stockyards Expressway	Beaver to Alabama
Village	Frederick to Sherman

*Repair scope focused on replacing majority of slabs that have failed as of 2012; not complete rebuild

Asphalt

4th Street	Faraon to St. Joseph Ave
6th Street	Faraon to Middleton
9th Street	Garfield to Charles
10th Street	Garfield to Charles
14th Street	Court to Mason Road
18th Street	Frederick to Holman
22nd Street	Garfield to Hwy 752
Ajax	Pickett to Pear
Blackwell	St. Joseph Ave to Belt
Cook	Belt to Riverside
Gene Field	Parkway to Ashland
Grand	10th to 18th
Highland	2nd to St. Joseph Ave
Industrial	Lower Lake to Alabama
Karnes	St. Joseph Ave to Miller Road
Leonard	Pickett to Whitaker
Pickett	28th/Commercial to Belt
Riverside	Frederick to Cook
Woodbine	Gene Field to Cook

*All costs approximate and actual limits may vary

BOLD STREETS TO BE COMPLETED FIRST

SPONSOR: COUNCILMEMBER

RESOLUTION No. 44048

A RESOLUTION APPROVING A PROPOSED SCHEDULE FOR PROJECTS FUNDED FROM THE PROCEEDS OF THE 2019 CAPITAL IMPROVEMENTS PROGRAM (CIP) SALES TAX.

WHEREAS, The 2019 Capital Improvements Program (CIP) was approved by the voters on August 7, 2018; and

WHEREAS, The 2019 CIP will begin on July 1, 2019 and extend to June 30, 2024; and

WHEREAS, It is estimated that approximately Twenty Five Million Dollars ($25,000,000.00) will be generated by this tax; and

WHEREAS, Project approved by the voters include annual appropriations for items such as sidewalk grants and asphalt overlays, to specific projects such as a new fire station or park improvements; and

WHEREAS, The actual schedule proposed may vary depending upon the availability of grant funds, property acquisition or other issues that influence schedule development; and

WHEREAS, Budget savings will be applied to other scheduled projects, with the possibility of supporting additional projects approved by the CIP Committee toward the end of the program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

SECTION 1. That the Council of the City of St. Joseph hereby supports the proposed schedule to implement the projects funded from the proceeds of the 2019 Capital Improvements Program (CIP) sales tax as set forth in the attached "Attachment A."

SECTION 2. That the proposed schedule and order of implementation may be amended from time to time by City staff, or at City Council direction, as a result of project delays, funding and equipment availability, grant availability, or other related impacts.

Authenticated Copy of Reso., G.O., S.O. 44048
PAULA HEYDE, City Clerk
By _____ Deputy
Date 12-21-18

Approved as to form:

_____ Act. City Attorney

Adopted December 17, 2018

_____ City Clerk

(SEAL)

_____ Mayor

Date: November 30, 2018
Type of document: Resolution

2018 DEC 11 PM 3:

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Public Works & Transportation

PURPOSE: To set forth a proposed schedule for the projects to be funded with proceeds from the 2019 Capital Improvements Program (CIP) sales tax.

REMARKS: The 2019 CIP Citizens Committee included a number of projects to be implemented over a five-year period, beginning July 1, 2019.

Project schedules can always vary depending upon many factors including property acquisition, design delays, grant availability, or changing Council priorities. The schedule provided in "Attachment A" is proposes schedule that is subject to change as a result of some of the preceding conditions, or other related issues.

Council has evinced priorities for energy conservation projects and fire station construction that are accordingly reflected in this schedule.

Staff recommends passage of this Resolution.

Submitted By:

Andrew Clements
Director of Public Works & Transportation

Reviewed By:

J. Bruce Woody
City Manager

ATTACHMENT A

Project Name	Activity	Fiscal Year Funding FY 20	FY21	FY22	FY23	FY24	Used to Date	Overall Budget	Budget Remaining
Patee Market HVAC Replacement	Design/Build	$ 569,520					$ 569,520	$ 569,520	$ -
Fire Station #8	Design/Build	$ 2,878,763					$ 2,878,763	2878763	$ -
Joyce Raye Patterson Senior Center restroom	Design & Construction					$ 175,000	$ 175,000	$ 175,000	$ -
Krug Park retaining wall	Design & Construction		$ 50,042				$ 50,042	$ 50,042	$ -
Missouri Theater Restrooms	Design		$ 30,000	$ 270,000			$ 300,000	$ 300,000	$ -
Missouri Theater Curtain	Construction		$ 20,000				$ 20,000	$ 20,000	$ -
Airport Capital Funds	Construction		$ 200,000	$ 100,000	$ 100,000	$ 100,000	$ 500,000	$ 500,000	$ -
Asphalt Streets	Construction	$ 700,000	$ 1,100,000	$ 900,000	$ 900,000	$ 900,000	$ 4,500,000	$ 4,500,000	$ -
Sidewalk Grant Program	Construction	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000	$ 750,000	$ -
Urban Trail	Construction		$ 200,000	$ 100,000	$ 100,000	$ 100,000	$ 500,000	$ 500,000	$ -
City Hall Lighting	Construction	$ 539,267					$ 539,267	$ 539,267	$ -
City Hall Window Replacement*	Construction	$ 1,400,000					$ 1,400,000	$ 900,000	$ (500,000)
Eastowne Business Park	Design & Construction		$ 180,000	$ 1,624,465			$ 1,804,465	$ 1,804,465	$ -
Aquatic Center (gutter/drain)	Design & Construction	$ 45,000	$ 403,910				$ 448,910	$ 448,910	$ -
36th Street Sidewalks	Construction				$ 442,750		$ 442,750	$ 442,750	$ -
Wyeth Tootle	Design & Construction		$ 110,000	$ 990,000			$ 1,100,000	$ 1,100,000	$ -
Hyde Park Water Feature	Design & Construction	$ 250,000	$ 2,250,000				$ 2,500,000	$ 2,500,000	$ -
Krug Children's Circus	Construction				$ 464,566		$ 464,566	$ 464,566	$ -
John Lucas Complex lighting	Construction			$ 120,000			$ 120,000	$ 120,000	$ -
John Lucas resurfacing	Construction			$ 150,000			$ 150,000	$ 150,000	$ -
Patee Park Playground	Construction		$ 75,000				$ 75,000	$ 75,000	$ -
Skateboard/bike park	Construction					$ 400,000	$ 400,000	$ 400,000	$ -
Krug Park Ampitheater	Design & Construction			$ 50,000	$ 450,000		$ 500,000	$ 500,000	$ -
Missouri Theater Lighting	Design & Construction		$ 25,000	$ 265,000			$ 290,000	$ 290,000	$ -
22nd Street Sidewalks (Gooding to Mansfield)	Design & Construction				$ 468,050		$ 468,050	$ 468,050	$ -
City Hall Masonry Restoration	Construction				$ 477,595		$ 477,595	$ 477,595	$ -
Ladder Truck	Purchase					$ 1,400,000	$ 1,400,000	$ 1,400,000	$ -
Animal Shelter	Design & Construction				$ 1,000,000		$ 1,000,000	$ 1,000,000	$ -
Horace Mann Renovation	Design & Construction				$ 100,000	$ 972,569	$ 1,072,569	$ 1,072,569	$ -
College Hill Park Playround	Construction			$ 100,000			$ 100,000	$ 100,000	$ -
Houchman Park Playground	Construction					$ 100,000	$ 100,000	$ 100,000	$ -
Maple Leaf Playground	Construction		$ 100,000				$ 100,000	$ 100,000	$ -
Mary Park Playground	Construction				$ 100,000		$ 100,000	$ 100,000	$ -
Rest Square Park Playground	Construction				$ 75,000		$ 75,000	$ 75,000	$ -
Sietz Park Playground	Construction				$ 75,000		$ 75,000	$ 75,000	$ -
							$ -		
		$ 6,532,550	$ 4,893,952	$ 4,819,465	$ 4,902,961	$ 4,297,569	$ 25,446,497	$ 24,946,497	$ (500,000)

CIP 2024

Schedule By Fiscal Year (Current)

2024 Capital Improvements Program Proposed Project List

FY25	Category	Project Description	Project Cost
2025	Fire	New Southside Fire Station #10	$ 4,290,000.00
2025	Police	Body/Dash Cameras	$ 950,000.00
2025	Civic Arena	Civic Arena Restrooms	$ 2,000,000.00
2025	City Hall	City Hall Elevators	$ 750,000.00
FY26	Category	Project Description	Project Cost
2026	Health	Patee Market Sidewalks	$ 192,500.00
2026	Health	Patee Market Parking Lot	$ 30,000.00
2026	Health	Patee Market Doors	$ 105,000.00
2026	Police	911 Phone System	$ 500,000.00
2026	Police	Vehicle Radios	$ 350,950.00
2026	Corby Grove	Pickleball Courts - Corby Grove	$ 500,000.00
2026	Sidewalks	Safe Routes to School - Sidewalks	$ 1,000,000.00
2026	City Hall	City Hall/Civic Center Park Improvements	$ 1,500,000.00
FY27	Category	Project Description	Project Cost
2027	Fire	New Ladder Truck 7	$ 1,700,000.00
2027	Civic Arena	Civic Arena HVAC	$ 3,000,000.00
FY28	Category	Project Description	Project Cost
2028	Missouri Theater	Missouri Theater Retail Renovation	$ 500,000.00
2028	Street Improvements	Cook Road Improvements	$ 3,500,000.00
2028	Economic Development	Eastowne Business Park Infrastructure	$ 3,000,000.00
FY29	Category	Project Description	Project Cost
2029	Fire	Fire Headquarters - Renovation and Expansion	$ 3,178,000.00
2029	Missouri Theater	Missouri Theater Seats/Carpet	$ 1,000,000.00
Ongoing	Category	Project Description	Project Cost
Ongoing	Airport	Airport Capital Funds	$ 1,000,000.00
Ongoing	Street Improvements	Concrete Street Improvements	$ 2,500,000.00
Ongoing	Sidewalks	Sidewalk Grant Program	$ 900,000.00
Ongoing	Urban Trail	Urban Trail	$ 2,500,000.00
		Supplemental Projects	
	Technology	Cloud Based Backup and Recovery	$ 125,000
	Parks	Parks Parking Lots	$ 1,000,000
	Parks	Statues and Sculptures	$ 150,000
	Parks	Nature Center Aquarium	$ 300,000
	Parks	Greenhouse	$ 250,000
	Parks	JRP Structural Repairs	$ 300,000
	Police	Police Interview Recording System	$ 85,000
	Police	Police 3D Scanner	$ 60,000
	Police	Police Full Spectrum Imaging System	$ 67,300
	Police	Police Drying Cabinets	$ 27,000
	Street Improvements	ADA Improvements	$ 750,000
	Street Improvements	Concrete/Asphalt Streets (Supplemental)	$ 1,495,000

CIP 2024

Original Schedule

RESOLUTION NO. 48894

BILL# 837-22
A RESOLUTION APPROVING A PROPOSED SCHEDULE FOR PROJECTS FUNDED FROM THE PROCEEDS OF THE 2024 CAPITAL IMPROVEMENTS PROGRAM (CIP) SALES TAX.

WHEREAS, the 2024 Capital Improvements Program (CIP) was approved by the voters on August 8, 2023; and

WHEREAS, the 2024 CIP will begin on July 1, 2024, and extend to June 30, 2029; and

WHEREAS, it is estimated that approximately Thirty-Five Million Dollars ($35,000,000.00) will be generated by this tax; and

WHEREAS, projects approved by the voters include annual appropriations for items such as sidewalk grants and street improvements, to specific projects such as a new fire station or park facility improvements; and

WHEREAS, the actual schedule proposed may vary depending upon the availability of grant funds, property acquisition, or other issues that influence schedule development; and

WHEREAS, budget savings will be applied to other scheduled projects, with the possibility of supporting additional projects approved by the CIP Committee toward the end of the program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

SECTION 1. That the Council of the City of St. Joseph hereby supports the proposed schedule to implement the projects funded from the proceeds of the 2024 Capital Improvements Program (CIP) sales tax as set forth in the attached "Attachment A."

SECTION 2. That the proposed schedule and order of implementation may be amended from time to time by City staff, or at City Council direction, as a result of project delays, funding and equipment availability, grant availability, or other related impacts.

Approved as to form:

City Attorney

Adopted: May 13, 2024

Attest:

City Clerk

Mayor

	Davis	Eslinger	Grimm	Issendais	Novak	Randolph	Schomburg	Schultz	Trout	Total
Aye										
Nay										
Pass										
Absent										
Abstain										

Resolution

Council Agenda #: 48886

Resolution #: 48894-5262

CITY CLERK
2024 MAY -9 AM 11:18

Sponsored by Councilmember:

AGENDA ACCEPTED BY COUNCIL

Adopted: May 13, 2024

Date: May 13, 2024
Amount:
Account Number:

EXPLANATION TO COUNCIL BILL
ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To set forth a proposed schedule for the projects to be funded with proceeds from the 2024 Capital Improvements Program (CIP) sales tax.

REMARKS: The 2024 CIP Citizens Committee included a number of projects to be implemented over a five-year period, beginning July 1, 2024. Project schedules can always vary depending upon many factors including property acquisition, design, delays, grant availability, or changing priorities. The proposed schedule provided in "Attachment A" is subject to change as a result of some of the preceding conditions or other related matters.

2024 Capital Improvements Program Schedule By Date

Category	Project Description	Project Cost	Year	Category
Public Safety				
Fire	New Southside Fire Station #10	$ 4,290,000	1 - FY25, 2 - FY26	
	Fire Headquarters - Renovation and Expansion	$ 3,178,000	5 - FY29	
	New Ladder Truck 7	$ 1,700,000	3 - FY27	
Health	Patee Market Sidewalks	$ 192,500	2 - FY26	
	Patee Market Parking Lot	$ 30,000	2 - FY26	
	Patee Market Doors	$ 105,000	2 - FY26	
Police	911 Phone System	$ 500,000	2 - FY26	
	Body/Dash Cameras	$ 950,000	1 - FY25	
	Vehicle Radios	$ 350,950	2 - FY26	
				$ 11,296,450
Parks				
Civic Arena	Civic Arena HVAC	$ 3,000,000	3 - FY27	
	Civic Arena Restrooms	$ 2,000,000	1 - FY25	
Missouri Theater	Missouri Theater Seats/Carpet	$ 1,000,000	5 - FY29	
	Missouri Theater Retail Renovation	$ 500,000	4 - FY28	
Corby Grove	Pickleball Courts - Corby Grove	$ 500,000	2 - FY26	
				$ 7,000,000
Public Works				
Airport	Airport Capital Funds	$ 1,000,000	1 - 5, Annual	
Street Improvements	Concrete Street Improvements	$ 2,500,000	1 - 5, Annual	
	Cook Road Improvements	$ 8,500,000	4 - FY28, 5 - FY29	
Sidewalks	Sidewalk Grant Program	$ 900,000	1 - 5, Annual	
	Safe Routes to School - Sidewalks	$ 1,000,000	3 - FY27, 4 - FY28	
Urban Trail	Urban Trail	$ 2,500,000	1 - 5, Annual	
				$ 11,400,000
Citizen				
Economic Development	Eastowne Business Park Infrastructure	$ 3,000,000	4 - FY28	
				$ 3,000,000
Other				
City Hall	City Hall/Civic Center Park Improvements	$ 1,500,000	2 - FY26	
	City Hall Elevators	$ 750,000	1 - FY25	
				$ 2,250,000
				$ 34,946,450
Supplemental Projects				
	Cloud-based Backup/Recovery	$ 125,000		
	Parks Parking Lots	$ 1,000,000		
	Statues and Sculptures	$ 150,000		
	Nature Center Aquarium	$ 300,000		
	Greenhouse	$ 250,000		
	JRP Structural Repairs	$ 300,000		
	Police Interview Recording System	$ 85,000		
	Police 3D Scanner	$ 60,000		
	Police Full Spectrum Imaging System	$ 67,300		
	Police Drying Cabinets	$ 27,000		
	ADA Improvements	$ 750,000		
	Concrete/Asphalt Streets (Supplemental)	$ 1,495,000		
				$ 4,609,300
				$ 39,555,750

CIP 2013-2024

Project Update Summary

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

CIP (CAPITAL IMPROVEMENT PROJECTS)

22nd Street Sidewalks (Supplemental)

Funding Source: CIP – 2019
Original Budget: $468,050
Remaining Balance: $442,701
Responsible Department: Public Works – Chance Gallagher
Director Update:
PM Update: Contractor starting 6.1
Notice to Proceed Issued: 4.24.26
Contractual Completion Date: Substantial 11.23.26 **Final** 12.7.26
Tentative Completion: 9.1.26

36th Street Sidewalks (Supplemental)

Funding Source: CIP – 2019
Original Budget: $442,750
Remaining Balance: $422,651
Responsible Department: Public Works – Chance Gallagher
Director Update: In design phase.
PM Update: Design far enough along to look into ROW Acquisition. Will start getting appraisals done to see where we are at funding wise.
Notice to Proceed Issued: Date
Contractual Completion Date: Date
Tentative Completion: Date

Airport Capital Funds

Funding Source: CIP – 2013 & 2019
Original Budget: $1,295,521
Remaining Balance: $884,427
Responsible Department: Public Works – Chance Gallagher
Director Update: Used for federal/state grant match for runway, terminal, tower, and fuel farm improvements.

City Hall Elevators

Funding Source: CIP – 2024
Original Budget: $750,000
Remaining Balance: $29,665
Responsible Department: General Services – Laurie Thompson
Director Update:

PM Update: Contractor ran into an issue with mounting the system to the back of the elevator shaft. Plans show concrete walls, however there are two courses of brick between floors, and their anchors cannot be installed in brick. Working with engineers for solutions. Solution found and proceeding with work. Originally 20–22-week lead time on materials with work expected to be completed in 18 weeks once contractor showed up onsite. A change order negotiation that resulted in no change order and most recent delay of additional engineering have impacted the project schedule substantially.

Notice to Proceed Issued: 4.4.25

Contractual Completion Date: Date

Tentative Completion: 9.18.26

Civic Arena HVAC (FY27)

Funding Source: CIP – 2024

Original Budget: $3,000,000

Remaining Balance: Over Budget

Responsible Department: General Services – Laurie Thompson

PM Update: Schneider and IHP have done individual assessments. Schneider is proceeding to develop what they can provide for a rough budget of $3mil. PM team is putting together a side-by-side comparison to make a decision on the best path forward.

Civic Center – North Fountain

Funding Source: CIP - 2024

Original Budget: $1,500,000

Remaining Balance:

Responsible Department: Parks – Jeff Atkins

Director Update: Construction underway; statue removed for winter cleaning; completion spring 2026.

PM Update: Change Order in process for additional concrete.

Notice to Proceed Issued: 10/08/2025

Contractual Completion Date:

- Original Final Completion Date 4/26/26
- Change Order Final Completion 6/15/26

Tentative Completion: 6/6/26

Patee Health Doors

Funding Source: CIP – 2024 FY26

Original Budget: $105,000 $135,140.00

Remaining Balance:

Responsible Department: General Services – Laurie Thompson

PM Update: Contract with Brooner. Waiting on material. Took some funding from the sidewalk budget to cover the shortfall.

Notice to Proceed Issued: Date

Contractual Completion Date: Date

Tentative Completion: Date

Patee Health Parking Lot

Funding Source: CIP – 2024 FY26
Original Budget: $30,000 $51,725.00
Remaining Balance:
Responsible Department: General Services – Laurie Thompson
Director Update: To be entered
PM Update: Moved some money from the sidewalk budget to cover the shortfall. Herzog to work this in with their street schedule for completion when they are in the area.
Notice to Proceed Issued: 4.29.26
Contractual Completion Date: Date
Tentative Completion: 10.1.26

Patee Health Sidewalks

Funding Source: CIP – 2024 FY26
Original Budget: $192,500 $116,518
Remaining Balance:
Responsible Department: General Services – Laurie Thompson
PM Update: ADA ramp has been completed for $23,572.00 Remaining sidewalks in need of replacement scheduled for later this year $92,946.00
Notice to Proceed Issued: Date
Contractual Completion Date: Date
Tentative Completion: Date

Southside Fire Station 10

Funding Source: CIP - 2024
Original Budget: $4,290,000
Remaining Balance: $4,128,380
Responsible Department: Fire – Ivan Klippenstein
Director Update:
PM Update: Bids received over budget. Requested schedule of values to look over and discuss next steps.
Notice to Proceed Issued: Pending Council
Contractual Completion Date: Pending NTP
Tentative Completion: Date

Sylvanie & Charles Infrastructure (Supplemental)

Funding Source: CIP – 2019
Original Budget: $1,176,450

Remaining Balance: $346,387.19
Responsible Department: Public Works – Chance Gallagher
Director Update:
PM Update: Project Underway. Anticipated completion July 2026. Will have an upcoming change order for weather days to adjust completion dates.
Notice to Proceed Issued: February 4, 2026
Contractual Completion Date: June 14, 2026
Tentative Completion: June 14, 2026

Urban Trail – ADA Upgrades

Funding Source: CIP – 2019
Original Budget: $32,500
Remaining Balance: $32,500
Responsible Department: Public Works – Chance Gallagher
Director Update: Supports ADA ramp upgrades on King Hill & Alabama; weather pending work should be started soon.
Notice to Proceed Issued: Date
Contractual Completion Date: Date
Tentative Completion: Date

Wyeth Tootle Repairs & Renovations

Funding Source: CIP – 2019
Original Budget: $1,100,000
Remaining Balance: $66,867
Responsible Department: Parks – Jeff Atkins
Director Update: ADA lift out to bid; HVAC repairs recently completed; roof repair upcoming; remaining balance to go towards completion of exterior brick repair.
PM Update: Lift has been ordered. Awaiting its arrival. Will update once lift is delivered.

Parks Tax 2021

Schedule By Fiscal Year (Current)

Fiscal Year Funding - Park Sales Tax Projects

Project Name	Activity	Overall Budget
	FY22	
Rolling Stock & Equipment (Onoing)	Parkway, Golf, Athletic Fields	$4,200,000
Fairview Golf Course Ponds/Bridges	Renovate	$1,250,000
JRP Painting	Renovate	$25,000
Park Sidewalks (Ongoing)	Replace	$952,000
Missouri Theater Cove Lighting	Replace	$27,500
Corby Pond Docks	Install	$100,000
South Park Lighting (all 3 fields)	Replace lighting	$360,000
Eagles Field Complex Lighting	Replace field lighting	$330,000
Noyes Ball Field Lighting	Replace lighting	$137,500
Missouri Theater Roof	Replace theater roof	$550,000
Bode Complex Basketball Surface	Replace	$550,000
Bode Complex Pickle Ball Surface	Renovate	$220,000
Krug Park Upper Tunnel	Renovate	$500,000
Krug Park Amphitheater	Renovate	$6,500,000
Krug Park Castle ADA Solution	Install	$500,000
Krug Park Children's Circus Area	Renovate	$1,200,000
Krug Park Castle	Renovate	$1,500,000
Krug Park Castle Restrooms	Renovate	$300,000
Remington Nature Center HVAC	Replace	$360,000
Civic Arena Floor Ports	Renovate floor ports	$220,000
	FY23	
Civic Arena Seating		$883,200
Civic Arena Lockers		$36,400
Civic Arena Miscellaneous		$80,400
Civic Arena Lighting/Switchboard	Replace lighting	$500,000
Park Shelters	Replace	$460,000
Phil Welch Stadium Grandstand Roof	Replace roof on grandstand and press box	$750,000
Phil Welch Scoreboard	Replace	$65,000
Bartlett Park Ball Field Hillside	Stableize	$200,000
Disc Golf Course	Construct	$27,500
Parks Native Planting	Install	$30,000
	FY24	
Bode Ice Arena Refrigeration System	Replace	$720,000
Fairview Golf Course Irrigation	Replace	$250,000
Phil Welch Stadium Grandstand Seating	Replace	$400,000
Phil Welch Stadium Grandstand Concrete	Replace	$400,000
Krug Park Shelters	Replace	$85,000
Krug Park Upper Restrooms	Replace	$275,000
Krug Park Upper Parking Retaining Wall	Renovate	$165,000
Krug Park Stone Walls	Renovate	$1,500,000
Krug Park Playground	Replace	$250,000
Missouri Theater Marquee	Renovate	$150,000
Northside Complex Shelter Building	Renovate	$300,000
Northside Complex Electrical Service	Replace	$110,000
Northside Complex Concrete	Replace	$48,000
Northside Complex Tennis Court Lighting	Replace	$110,000
RNC Carpet	Replace	$36,000
JRP Kitchen Equipment	Replace	$99,600

Fiscal Year Funding - Park Sales Tax Projects

Project Name	Activity	Overall Budget
	FY25	
Northside Complex Splash Park	Construct	$2,000,000
Hyde Park Pool House	Renovate	$1,500,000
Hyde Park Aquatics - Phase II	Replace	$2,700,000
Holiday Parks Christmas Lighting	Purchase	$40,000
Phil Welch Stadium Fence	Replace	$35,000
Felix Street Square Stage	Construct	$1,000,000
Noyes Horseshoe Court Lighting	Replace	$82,500
Noyes Complex Tennis Court Lighting	Replace	$341,000
Park Maintenance Storage Space	Construct	$288,000
	FY26	
Hyde Park Field #6	Renovate field	$750,000
Bode Ice Arena Roof	Replace	$588,000
Corby Grove Pickle Ball Courts	Replace	$300,000
Civic Arena Roof	Replace	$400,000
Horace Mann Building HVAC	Replace	$1,600,000
Aquatic Indoor Pool	Renovate	$7,700,000
	FY28	
South Park Restroom/Concession Building	Renovate	$380,000
College Hill Retaining Walls/Fencing	Renovate & Replace	$420,000
Park Maintenance Mechanic's Building	Replace Roof	$66,000
John Lucas Park Restroom/Concession	Renovate	$456,000
Noyes Complex Restroom/Concessions	Renovate	$720,000
Lion's Field Concession/Restrooms	Replace	$360,000
Lion's Field Lighting	Replace	$237,600
Hyde Park Playground	Replace	$250,000
John Lucas Park Playground	Replace	$250,000
Missouri Theater Fly System	Replace	$10,000
Remington Nature Center Beams	Replace	$500,000
Hochman Field Lighting	Replace lighting	$297,000
RNC Aquarium Filtering System	Replace	$33,000
Horace Mann Building Restrooms	Renovation	$750,000
	FY29	
Hyde Park Tennis Court Lighting	Replace	$299,760
Bode Ice Arena Ice Floor	Replace	$1,000,000
Bode Ice Arena Interior Renovation	Renovation	$3,400,000
Hyde Park Outdoor Recreation Cooridor	Renovation	$825,000
RNC Outdoor Restrooms	Construct	$330,000
	FY30	
East Side Park	Develop	$2,880,000
Bartlett Park Upper Field Lighting	Replace lighting	$198,000
REC Center Parking Lot	Addition	$600,000
Northside Complex Ball Field	Renovation	$600,000
Bartlett Park Upper Field Restrooms	Renovation	$432,000
Patee Park Fountain	Renovation	$180,000

Parks Tax 2021

Original Schedule

SPONSOR: COUNCILMEMBER

RESOLUTION No. 46259

A RESOLUTION EXPRESSING THE CITY COUNCIL'S COMMITMENT AND INTENT TO EXPEND THE ONE-HALF CENT PARKS SALES TAX FUNDS ON THE PROJECTS LISTED IN THE ATTACHED EXHIBIT "A," IF APPROVED BY THE VOTERS AT THE ELECTION ON AUGUST 3, 2021.

WHEREAS, the one-half cent Parks Sales Tax Citizens Committee has identified needed improvement projects and capital needs for the City's parks system; and

WHEREAS, the City Council of the City of St. Joseph concurs with the one-half cent Parks Sales Tax Citizens Committee's recommendation; and

WHEREAS, on Tuesday, August 3, 2021, the voters will be asked to consider making an investment in the St. Joseph community of needed parks improvements by enacting a new one-half cent sales tax for a period of ten (10) years, after which time, the sales tax will terminate; and

WHEREAS, over the life of the one-half cent Parks Sales Tax, it is estimated that approximately $50,000,000.00 will be generated for expenditure in the City's parks system.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

SECTION 1. That the Council of the City of St. Joseph hereby expresses its commitment and intent to expend the one-half cent Parks Sales Tax funds on the projects and improvements listed in the attached Exhibit "A," if said sales tax is approved by the voters at an election on August 3, 2021.

Authenticated Copy
of Reso, G.O., S.O. 46259
PAULA HEYDE, City Clerk
By Paula Heyde
Date 7-1-2021

Approved as to form:

Interim City Attorney

Attest: Paula Heyde
City Clerk

Adopted June 28, 20 21

Mayor

(AT.)

CITY CLERK

2021 JUN 23 AM 8:23

Date: June 23, 2021
Type of document: Resolution

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Parks, Recreation, and Civic Facilities

PURPOSE: To express the City Council's commitment and intent to expend the one-half cent Parks Sales Tax funds on the projects listed in the attached Exhibit "A," if approved by the voters at the election on August 3, 2021.

REMARKS: The one-half cent Parks Sales Tax Citizens Committee reviewed a lengthy list of projects for inclusion in new one-half cent sales tax for parks improvements. After careful review of potential projects, the committee submitted its recommendation to the City Council at a work session held on June 22, 2021. The Council supported the committee's recommendations.

Submitted By:

Chuck Kempf
Director of Parks, Recreation, and
Civic Facilities

Reviewed By:

Bryan Carter
City Manager

2021 Parks Tax Citizens Committee Proposed Project List

Category	Project Description	Project Cost	Total
Aquatics			
Aquatic Park	Aquatic Park Lap Pool	$7,700,000	
Northside Complex	Northside Splash Park	$2,000,000	$9,700,000
Equipment			
Park Maintenance	Equipment and Rolling Stock	$4,200,000	
Phil Welch Stadium	Phil Welch Scoreboard Matching Funds	$65,000	$4,265,000
Green Space			
Bode Sports Complex	Pickle Ball Court and Outdoor Basketball Court Surfaces	$770,000	
Corby Grove	Fishing Docks at Corby Pond	$100,000	
Disc Golf	New Disc Golf Course	$27,500	
Eastside Park	Eastside Park including Dog Park	$2,400,000	
Fairview Golf Course	Ponds and Bridges and Fairway Sprinkler Renovations	$1,500,000	
Hyde Park Ball Fields	Hyde Field #6	$750,000	
Krug Park	Children's Circus, Park Shelters and Upper Playground	$1,335,000	
Lighting	Bartlett Upper Ball Field, Eagles Ball Fields, Hochman Ball Field, Hyde Tennis Courts, Lion's Ball Field, Northside Complex Tennis Courts, Noyes Horseshoe, Noyes Tennis, Noyes Ball Field, and South Park Ball Fields	$2,048,000	
Park Maintenance	Parkway and Park Native Planting	$30,000	
Playgrounds	Hyde Park and John Lucas Park Playgrounds	$500,000	
Shelters	Bartlett Park Shelter, Hockman Park Shelter, Huston-Wyeth Park Shelter, Hyde Park Shelters, Northside Park Shelter and Building, and Patee Park Shelter and Gazebo	$760,000	
Sidewalks	Park Sidewalks	$1,000,000	
Stabilization	Bartlett Stadium Baseball Field Hillside and College Hill Retaining Wall, Fencing and Amenities	$550,000	$11,971,000
Indoor Infrastructure			
Bode Sports Complex	Ice Arena Floor, Refrigeration System, Roof and Insulation	$2,300,000	
Civic Arena	Floor Ports, Lighting and Switchboard System, Roof and Civic Arena Matching Funds	$2,120,000	
Joyce Raye Patterson	Kitchen Equipment	$99,600	
Missouri Theater	Cove and Ceiling Lighting, Fly System for Main Curtain, Marquee, and Roof	$737,500	
REC Center	Parking	$250,000	
Park Maintenance	Mechanic's Building and Storage Space	$295,000	
Remington Nature Center	HVAC System	$399,000	$4,179,100
Maintenance			
Joyce Raye Patterson	Building Painting	$25,000	
Krug Park	Parking Lot Retaining Wall, Rock/Stone Walls and Upper Tunnel	$2,165,000	
Remington Nature Center	Aquarium Filtering System, Beam Replacement and Carpet	$569,000	$2,759,000
Outdoor Infrastructure			
Felix Street Square	Gazebo and Stage Replacement	$1,000,000	
Holiday Lighting	Holiday Park and South Pole	$40,000	
Hyde Park	Hyde Pool House	$1,500,000	
Krug Park	Amphitheater Building and Stage, Castle, Castle ADA Solution, Castle Restrooms and Upper Restrooms	$9,075,000	
Northside Complex	Electrical Service	$110,000	
Phil Welch	Grandstand Concrete, Grandstand Roof and Pressbox, Grandstand Seating, and Outfield Fencing	$1,585,000	
Restrooms	John Lucas Park, Lion's Field, Noyes Complex, and South Park Complex	$1,660,000	$14,970,000
		Total	**$49,835,100**

2021 Parks Tax Citizens Committee Proposed Supplemental Project List

	Project Description	Project Cost
Bode Sports Complex	Renovation	$3,400,000
Fields and Courts	Bartlett Youth Field, Corby Grove Courts and Northside Ball Field	$1,160,000
Horace Mann	HVAC (School) and Restrooms	$2,350,000
Hyde Park	Aquatics Phase II and Recreation Corridor	$3,525,000
Patee Park	Fountain	$150,000
REC Center	Parking	$250,000
Remington Nature Center	Outside Restrooms	$330,000
	Total	**$11,165,000**

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CITY CLERK

Parks Sales Tax Project List

Category	Project Description	Project Cost	Total
Aquatics			
Aquatic Park	Aquatic Park Lap Pool	$7,700,000	
Northside Complex	Northside Splash Park	$2,000,000	**$9,700,000**
Equipment			
Park Maintenance	Equipment and Rolling Stock	$4,200,000	
Phil Welch Stadium	Phil Welch Scoreboard Matching Funds	$65,000	**$4,265,000**
Green Space			
Bode Sports Complex	Pickle Ball Court and Outdoor Basketball Court Surfaces	$770,000	
Corby Grove	Fishing Docks at Corby Pond	$100,000	
Disc Golf	New Disc Golf Course	$27,500	
Eastside Park	Eastside Park including Dog Park	$2,400,000	
Fairview Golf Course	Ponds and Bridges and Fairway Sprinkler Renovations	$1,500,000	
Hyde Park Ball Fields	Hyde Field #6	$750,000	
Krug Park	Children's Circus, Park Shelters and Upper Playground	$1,535,000	
Lighting	Bartlett Upper Ball Field, Eagles Ball Fields, Hochman Ball Field, Hyde Tennis Courts, Lion's Ball Field, Northside Complex Tennis Courts, Noyes Horseshoe, Noyes Tennis, Noyes Ball Field, and South Park Ball Fields	$2,048,000	
Park Maintenance	Parkway and Park Native Planting	$30,000	
Playgrounds	Hyde Park and John Lucas Park Playgrounds	$500,000	
Shelters	Bartlett Park Shelter, Hochman Park Shelter, Huston-Wyeth Park Shelter, Hyde Park Shelters, Northside Park Shelter and Building, and Patee Park Shelter and Gazebo	$760,000	
Sidewalks	Park Sidewalks	$1,000,000	
Stabilization	Bartlett Stadium Baseball Field Hillside and College Hill Retaining Wall, Fencing and Amenities	$550,000	**$11,971,000**
Indoor Infrastructure			
Bode Sports Complex	Ice Arena Floor, Refrigeration System, Roof and Insulation	$2,308,000	
Civic Arena	Floor Ports, Lighting and Switchboard System, Roof and Civic Arena Matching Funds	$2,120,000	
Joyce Raye Patterson	Kitchen Equipment	$99,600	
Missouri Theater	Cove and Ceiling Lighting, Fly System for Main Curtain, Marquee, and Roof	$737,500	
REC Center	Parking	$250,000	
Park Maintenance	Mechanic's Building and Storage Space	$295,000	
Remington Nature Center	HVAC System	$360,000	**$6,170,100**
Maintenance			
Joyce Raye Patterson	Building Painting	$25,000	
Krug Park	Parking Lot Retaining Wall, Rock/Stone Walls and Upper Tunnel	$2,165,000	
Remington Nature Center	Aquarium Filtering System, Beam Replacement and Carpet	$569,000	**$2,759,000**
Outdoor Infrastructure			
Felix Street Square	Gazebo and Stage Replacement	$1,000,000	
Holiday Lighting	Holiday Park and South Pole	$40,000	
Hyde Park	Hyde Pool House	$1,500,000	
Krug Park	Amphitheater Building and Stage, Castle, Castle ADA Solution, Castle Restrooms and Upper Restrooms	$9,075,000	
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2021 Parks Sales Tax Proposed Supplemental Project List

	Project Description	Project Cost
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Hyde Park	Aquatics Phase II and Recreation Corridor	$3,525,000
Patee Park	Fountain	$150,000
REC Center	Parking	$250,000
Remington Nature Center	Outside Restrooms	$330,000
	Total	**$11,165,000**

Fiscal Year Funding - Park Sales Tax Projects - Working Copy October 20, 2021

Order	Project Name	Phase I					Phase II			Phase III			Phase IV				Phase V	Used to Date	Overall Budget	Budget Remaining
		FY22 (6 months)	Bonded CY22	FY23	Bonded CY23	FY24/25	FY25	Bonded CY25	FY26/27	FY27	Bonded CY27	FY28/29	FY29	FY30	FY31	FY32 (6 months)	FY32 (Supplemental)			
	Bond Payment			$500,000		$500,000	$2,000,000		$2,000,000	$2,500,000		$3,000,000	$4,000,000	$4,000,000	$5,000,000	$1,911,000				
1	Rolling Stock & Equipment	$1,000,000		$500,000			$600,000		$500,000			$400,000	$400,000	$400,000		$400,000			$4,200,000	$4,200,000
2	Fairview Golf Course Ponds/Bridges	$250,000					$1,000,000												$1,250,000	$1,250,000
3	JRP Painting	$25,000																	$25,000	$25,000
4	Park Sidewalks	$200,000					$100,000		$300,000	$100,000			$150,000		$50,000	$52,000			$952,000	$952,000
5	Missouri Theater Cove Lighting	$27,500																	$27,500	$27,500
6	Corby Pond Docks	$100,000																	$100,000	$100,000
7	South Park Lighting (all 3 fields)	$360,000																	$360,000	$360,000
8	Eagles Field Complex Lighting	$330,000																	$330,000	$330,000
9	Noyes Ball Field Lighting	$137,500																	$137,500	$137,500
10	Missouri Theater Roof		$550,000																$550,000	$550,000
11	Aquatic Park Lap Pool		$2,300,000		$5,400,000														$7,700,000	$7,700,000
12	Krug Park Amphitheater		$800,000	$600,000		$5,100,000													$6,500,000	$6,500,000
13	Krug Park Castle ADA Solution		$50,000	$450,000															$500,000	$500,000
14	Krug Park Children's Circus Area		$300,000	$900,000															$1,200,000	$1,200,000
15	Civic Arena Floor Ports		$220,000																$220,000	$220,000
16	Phil Welch Stadium Grandstand Roof			$750,000															$750,000	$750,000
	Civic Arena Matching Funds																		$0	$0
17	Floor Renovation			$0															$0	$0
18	Scoreboard			$357,500															$357,500	$357,500
19	Basketball Goals & Anchors			$71,500															$71,500	$71,500
20	Digital Scorer's Tables			$79,200															$79,200	$79,200
21	Seating			$491,800															$491,800	$491,800
22	Park Shelters			$80,000					$100,000					$180,000		$100,000			$460,000	$460,000
23	Bartlett Park Ball Field Hillside			$200,000															$200,000	$200,000
24	Disc Golf Course			$27,500															$27,500	$27,500
25	Parks Native Planting			$10,000			$20,000												$30,000	$30,000
26	Phil Welch Scoreboard			$65,000															$65,000	$65,000
27	Civic Arena Lighting/Switchboard			$500,000															$500,000	$500,000
28	Noyes Horseshoe Court Lighting						$82,500												$82,500	$82,500
29	Noyes Complex Tennis Court Lighting						$341,000												$341,000	$341,000
30	Northside Complex Tennis Court Lighting						$110,000												$110,000	$110,000
31	Hyde Park Tennis Court Lighting						$110,000												$110,000	$110,000
32	RNC Carpet						$36,000												$36,000	$36,000
33	Phil Welch Stadium Fence						$35,000												$35,000	$35,000
34	Fairview Golf Course Irrigation						$250,000												$250,000	$250,000
35	Missouri Theater Fly System						$10,000												$10,000	$10,000
36	Bartlett Park Upper Field Lighting							$165,000											$165,000	$165,000
37	Civic Arena Roof							$400,000											$400,000	$400,000
38	Hyde Park Field #6							$750,000											$750,000	$750,000
39	Phil Welch Stadium Grandstand Seating							$400,000											$400,000	$400,000
40	Phil Welch Stadium Grandstand Concrete							$400,000											$400,000	$400,000
41	South Park Restroom/Concession Building							$380,000											$380,000	$380,000
42	Krug Park Castle							$1,500,000											$1,500,000	$1,500,000
43	Krug Park Castle Restrooms							$300,000											$300,000	$300,000
44	Krug Park Shelters							$85,000											$85,000	$85,000
45	Krug Park Upper Restrooms							$275,000											$275,000	$275,000
46	Bode Ice Arena Roof							$588,000											$588,000	$588,000
47	Bode Complex Basketball Surface							$550,000											$550,000	$550,000
48	College Hill Retaining Walls/Fencing							$350,000											$350,000	$350,000
49	Remington Nature Center HVAC							$360,000											$360,000	$360,000
50	Remington Nature Center Beams							$500,000											$500,000	$500,000
51	Lion's Field Lighting							$165,000											$165,000	$165,000
52	Missouri Theater Marquee							$150,000											$150,000	$150,000
53	Northside Complex Shelter Building							$300,000											$300,000	$300,000
54	Northside Complex Splash Park							$2,000,000											$2,000,000	$2,000,000
55	JRP Kitchen Equipment							$99,600											$99,600	$99,600
56	Park Maintenance Mechanic's Building								$55,000										$55,000	$55,000
57	Northside Complex Concrete								$48,000										$48,000	$48,000
58	RNC Aquarium Filtering System								$33,000										$33,000	$33,000
59	Holiday Parks Christmas Lighting								$40,000										$40,000	$40,000
60	Hyde Park Playground								$250,000										$250,000	$250,000
61	John Lucas Park Playground								$250,000										$250,000	$250,000
62	Krug Park Playground								$250,000										$250,000	$250,000
63	Krug Park Upper Parking Retaining Wall								$165,000										$165,000	$165,000
64	Krug Park Stone Walls								$900,000	$600,000									$1,500,000	$1,500,000
65	Krug Park Upper Tunnel									$500,000									$500,000	$500,000
66	Bode Complex Pickle Ball Surface									$220,000									$220,000	$220,000
67	Felix Street Square Stage									$1,000,000									$1,000,000	$1,000,000
68	John Lucas Park Restroom/Concession										$380,000								$380,000	$380,000
69	Noyes Complex Restroom/Concessions										$600,000								$600,000	$600,000

Fiscal Year Funding - Park Sales Tax Projects - Working Copy October 20, 2021																				
Order	Project Name	Phase I					Phase II			Phase III			Phase IV				Phase V	Used to Date	Overall Budget	Budget Remaining
		FY22 (6 months)	Bonded CY22	FY23	Bonded CY23	FY24/25	FY25	Bonded CY25	FY26/27	FY27	Bonded CY27	FY28/29	FY29	FY30	FY31	FY32 (6 months)	FY32 (Supplemental)			
70	Hyde Park Pool House										$1,500,000								$1,500,000	$1,500,000
71	Lion's Field Concession/Restrooms										$300,000								$300,000	$300,000
72	Hochman Field Lighting										$247,500								$247,500	$247,500
73	East Side Park										$2,400,000								$2,400,000	$2,400,000
74	Park Maintenance Storage Space										$240,000								$240,000	$240,000
75	Bode Ice Arena Ice Floor											$1,000,000							$1,000,000	$1,000,000
76	Bode Ice Arena Refrigeration System											$720,000							$720,000	$720,000
77	Northside Complex Electrical Service												$110,000						$110,000	$110,000
78	REC Center Parking Lot															$250,000	$250,000		$500,000	$500,000
79	Hyde Park Aquatics - Phase II																$2,700,000		$2,700,000	$2,700,000
80	Hyde Park Outdoor Recreation Coorridor																$825,000		$825,000	$825,000
81	Horace Mann Building HVAC																$1,600,000		$1,600,000	$1,600,000
82	Horace Mann Building Restrooms																$750,000		$750,000	$750,000
83	Northside Complex Ball Field																$500,000		$500,000	$500,000
84	Corby Grove Pickle Ball Courts																$300,000		$300,000	$300,000
85	RNC Outdoor Restrooms																$330,000		$330,000	$330,000
86	Bode Ice Arena Interior Renovation																$3,400,000		$3,400,000	$3,400,000
87	Bartlett Park Upper Field Restrooms																$360,000		$360,000	$360,000
88	Patee Park Fountain																$150,000		$150,000	$150,000
		$2,430,000	$4,220,000	$5,082,500	$5,400,000	$5,100,000	$2,694,500	$9,717,600	$2,891,000	$2,420,000	$5,667,500	$2,120,000	$660,000	$580,000	$50,000	$802,000	$11,165,000	$0	$61,000,100	$61,000,100

Parks Tax 2021

Project Update Summary

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

PARKS TAX

Aquatics – Northside Splash

Funding Source: Parks Tax
Original Budget: $1,860,500
Remaining Balance:
Responsible Department: Parks – Jeff Atkins
PM Update: Krug Pool demo and redesign costs included in this project; Redesign is underway (75%) anticipated to have design finalized in July 2026.
Demo of Krug Pool Complete – 5/27/26
Notice to Proceed Issued: Date – Future
Contractual Completion Date: Date
Tentative Completion: Date

Aquatics – Hyde Pool & Pool House

Funding Source: Parks Tax & CIP
Original Budget: $1,397,500 Pool Construction, $2,442,000 Pool House, $566,000 (CIP)
Responsible Department: Parks – Jeff Atkins
Director Update: Hyde awarded to contractor. Waiting on signed contracts in order to schedule preconstruction; Preconstruction meeting on June 2. Anticipate construction to start in June 2026.
Notice to Proceed Issued: 6/2/26
Contractual Completion Date: 5/1/2027
Tentative Completion: May 1, 2027

Aquatics – Noyes Demo, Roof, Painting & Sidewalks

Funding Source: CIP
Original Budget: $442,000
Remaining Balance:
Responsible Department: Parks – Jeff Atkins
PM Update: Demo, roof and painting projects complete. Sidewalk project was passed by the council, and it was scheduled to start work in June 2026.
Completion Dates:

- Noyes Pool Demo - 3/18/26
- Pool House Roof – 1/16/26
- Pool Painting - 5/1/26

Sidewalk
Purchase Requisition Procurement – No contract information
Notice to Proceed Issued: Date – June 5, 2026
Contractual Completion Date: NA
Tentative Completion: June 29, 2026

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

Bartlett Center – HVAC

Funding Source: Parks Tax
Original Budget: $1,600,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: Schneider Electric performing IGA audit.
PM Update: Originally scheduled in FY28 Parks Tax but moved forward to FY26 due to community need (pushing out restroom projects (John Lucus, Noyes, Lions Field (lighting) to FY28; Passed Council. PM to get involved for project timeline and completion.
Notice to Proceed Issued: 3/16/25
Contractual Completion Date: NA
Tentative Completion: 10/15/2026

Bartlett Park Upper Field Lighting (FY30)

Funding Source: Parks Tax
Original Budget: ~~$165,000~~ $198,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY30 Parks Tax Project (originally in FY26 due to moving forward due to Bartlett HVAC)

Bode Ice Arena Roof

Funding Source: Parks Tax
Original Budget: $588,000
Remaining Balance: $10,200
Responsible Department: Parks – Jeff Atkins
Director Update: NTP issued; Bill #1357-22.
PM Update: Project Underway. Completion May 2026.
Notice to Proceed Issued: 12/18/25
Contractual Completion Date: NA due to using Master Agreement
Tentative Completion: 6/5/26

Bode Ice Arena Floor (FY29)

Funding Source: Parks Tax
Original Budget: $1,000,000
Remaining Balance:
Responsible Department: Parks – Jeff Atkins
PM Update: FY29 Parks Tax Project (Originally FY28 budget moved to FY29 due to indoor pool project)

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

Bode Ice Arena Interior Renovation (FY29)

Funding Source: Parks Tax
Original Budget: $3,400,000
Remaining Balance:
Responsible Department: Parks – Jeff Atkins
PM Update: FY29 Parks Tax Project (Originally FY28 budget moved to FY29 due to indoor pool project)

Civic Arena Roof (On Hold)

Funding Source: Parks Tax
Original Budget: $400,000
Remaining Balance: Actual Estimate came in at $850,000
Responsible Department: General Services – Laurie Thompson
PM Update: Roberts Roofing supplied estimate; Project on hold due to HVAC work being assessed for completion before roof repairs.

College Hill Retaining Wall/Fencing (FY28)

Funding Source: Parks Tax
Original Budget: $420,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY28 Parks Tax Project (originally in FY26 due to moving forward due to indoor pool)

East Side Park (FY30)

Funding Source: Parks Tax
Original Budget: $2,880,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY30 Parks Tax Project (originally $500,000 FY26, $1,900,000 FY27 – moved out due to no prospective site)

Fairview – Ponds & Bridges (FY22)

Funding Source: Parks Tax
Original Budget: $1,750,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: To Be Completed
Design complete and acquiring permitting
Bidding Construction Fall of 26
Notice to Proceed Issued: Date – Future
Contractual Completion Date: Date

Tentative Completion: Date

Felix Street Square Stage

Funding Source: Parks Tax
Original Budget: $1,000,000
Remaining Balance:
Responsible Department: Parks – Jeff Atkins
PM Update: Project underway
Notice to Proceed Issued: 3/23/26
Contractual Completion Date: 10/29/26
Tentative Completion: October 1, 2026

Hochman Field Lighting (FY28)

Funding Source: Parks Tax
Original Budget: $297,000
Remaining Balance:
Responsible Department: Parks – Jeff Atkins
Director Update: FY28 Parks Tax Project (Originally scheduled for FY26 due to Bartlett HVAC) Field has low public usage

Hyde Park – Maintenance Building

Funding Source: Parks Tax
Original Budget: $288,000
Remaining Balance:
Responsible Department: Parks – Jeff Atkins
Director Update: Building is complete, awaiting security system installation.
Construction Complete - Security install complete by 6/30/26

Hyde Park – Field 6 Renovation

Funding Source: Parks Tax
Original Budget: $750,000
Remaining Balance: $750,000
Responsible Department: Parks – Jeff Atkins
Director Update: New fence and infield; installing new lighting underway, concrete apron.
Tentative Completion: Lighting completed August 2026; Concrete apron to start late summer 2026 with anticipated completion by Fall 2026.
Field Renovation Complete – 1/13/26
Lighting Renovation – Projected completion date: 7/15/26
Concrete Renovation – Projected completion date: 11/20/26

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

Hyde Park – Playground Replacement (FY28)

Funding Source: Parks Tax
Original Budget: $250,000
Remaining Balance: $550,000
Responsible Department: Parks – Jeff Atkins
Director Update: FY28 Parks Tax Project (originally in FY27 moved due to moving forward Indoor Aquatic Pool project).

Hyde Park – Tennis Court Lighting (FY29)

Funding Source: Parks Tax
Original Budget: ~~$110,000~~ $299,760
Remaining Balance:
Responsible Department: Parks – Jeff Atkins
Director Update: FY29 Parks Tax Project (originally in FY26 moved due to moving forward Indoor Aquatic Pool project).

Hyde Park – Outdoor Recreation Corridor (FY29)

Funding Source: Parks Tax
Original Budget: $825,000
Remaining Balance:
Responsible Department: Parks – Jeff Atkins
Director Update: FY29 Parks Tax Project – This is between the bath house and Hyde Field 5 currently basketball, bocce ball courts to be evaluated for repairs and improvements.

John Lucas Park Restroom/Concession (FY28)

Funding Source: Parks Tax
Original Budget: $456,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: Originally an FY26 project moved out to FY28 due to the moving up the Bartlett HVAC project.

John Lucas Playground (FY28)

Funding Source: Parks Tax
Original Budget: $250,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: Originally an FY27 project, moved out to FY28 due to moving up the Bartlett HVAC project.

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

Krug Upper Tunnel

Funding Source: Parks Tax
Original Budget: $500,00
Remaining Balance: $
Responsible Department: Parks – Jeff Atkins
PM Update:
Notice to Proceed Issued: 8/13/24
Contractual Completion Date: 9/1/27
Tentative Completion: 9/1/27

Krug Amphitheater

Funding Source: Parks Tax
Original Budget: $6,500,000
Remaining Balance: $
Responsible Department: Parks – Jeff Atkins
PM Update:
Notice to Proceed Issued: 8/13/24
Contractual Completion Date: 9/1/27
Tentative Completion: 6/1/27

Krug Castle

Funding Source: Parks Tax
Original Budget: $2,300,000
Remaining Balance: $
Responsible Department: Parks – Jeff Atkins
PM Update: ADA Solution, Restrooms, & Castle Renovations
Notice to Proceed Issued: 8/13/24
Contractual Completion Date: 9/1/27
Tentative Completion: 9/1/27

Krug Children's Circus Area

Funding Source: Parks Tax
Original Budget: $1,200,000
Remaining Balance: $
Responsible Department: Parks – Jeff Atkins
PM Update:
Notice to Proceed Issued: 8/13/24
Contractual Completion Date: 9/1/27
Tentative Completion: 6/1/27

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

Krug Shelters

Funding Source: Parks Tax
Original Budget: $85,000
Remaining Balance: $
Responsible Department: Parks – Jeff Atkins
PM Update:
Notice to Proceed Issued: 8/13/24
Contractual Completion Date: 9/1/27
Tentative Completion: 12/15/26

Krug Upper Restroom

Funding Source: Parks Tax
Original Budget: $275,000
Remaining Balance: $
Responsible Department: Parks – Jeff Atkins
PM Update:
Notice to Proceed Issued: 8/13/24
Contractual Completion Date: 9/1/27
Tentative Completion: 12/15/26

Krug Upper Parking Retaining Walls

Funding Source: Parks Tax
Original Budget: $165,000
Remaining Balance: $
Responsible Department: Parks – Jeff Atkins
PM Update:
Notice to Proceed Issued: 8/13/24
Contractual Completion Date: 9/1/27
Tentative Completion: 9/1/27

Krug Stone Walls

Funding Source: Parks Tax
Original Budget: $1,500,000
Remaining Balance: $
Responsible Department: Parks – Jeff Atkins
PM Update:
Notice to Proceed Issued: 8/13/24
Contractual Completion Date: 9/1/27
Tentative Completion: 9/1/27

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

Krug Playground

Funding Source: Parks Tax
Original Budget: $250,000
Remaining Balance: $
Responsible Department: Parks – Jeff Atkins
PM Update:
Notice to Proceed Issued: 8/13/24
Contractual Completion Date: 9/1/27
Tentative Completion: 9/1/27

Lion's Field – Concession/Restrooms (FY28)

Funding Source: Parks Tax
Original Budget: $360,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: Originally an FY26 project moved out to FY28 due to the moving up the Bartlett HVAC project.

Lion's Field – Lighting (FY28)

Funding Source: Parks Tax
Original Budget: $237,000
Remaining Balance: To Be Completed
Encumbered: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: Originally an FY26 project moved out to FY28 due to the moving up the Bartlett HVAC project.

Missouri Theater Fly System (FY28)

Funding Source: Parks Tax
Original Budget: $10,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY28 Parks Tax Project

Northside Complex Ball Field (FY30)

Funding Source: Parks Tax
Original Budget: $600,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY30 Parks Tax Project – Renovate ball field to include lighting

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

Noyes Complex Restroom/Concessions (FY28)

Funding Source: Parks Tax
Original Budget: $720,000
Remaining Balance: To Be Completed
Encumbered: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: To Be Completed

Parks Native Planting

Funding Source: Parks Tax
Original Budget: $30,000
Remaining Balance: $30,000
Responsible Department: Parks – Jeff Atkins
Director Update: $10k FY23, $20k FY25 – no projects yet to date

Parks Maintenance Mechanic Building Roof Repair (FY28)

Funding Source: Parks Tax
Original Budget: $66,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: Moved from FY26 to FY28 due to estimate coming in around $200,000 not enough funding.

Patee Park Fountain (FY30)

Funding Source: Parks Tax
Original Budget: $180,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY30 Parks Tax Project

Phil Welch Stadium – Grandstand Seating

Funding Source: Parks Tax
Original Budget: $400,000
Remaining Balance: $62,521
Encumbered: To Be Completed
Responsible Department: Parks – Jeff Atkins
PM Update: Handrails are being fabricated and schedule to be installed upon completed estimated for late July 2026.
Seating Project Complete
Change Order 1 for new handrails

- Starting 8/31/26

REC Center Parking Lot (FY30)

Funding Source: Parks Tax
Original Budget: $600,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY30 Parks Tax Project – Addition of additional parking

Remington Nature Center Beams (FY28)

Funding Source: Parks Tax
Original Budget: $500,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY28 Parks Tax Project

Remington Nature Center Aquarium Filtering System (FY28)

Funding Source: Parks Tax
Original Budget: $33,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY28 Parks Tax Project

Remington Nature Center Outdoor Restrooms (FY29)

Funding Source: Parks Tax
Original Budget: $330,000
Remaining Balance: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY29 Parks Tax Project (Originally FY26 project moved due to indoor pool project)

South Park Restroom/Concession Building (Drake Field) (FY28)

Funding Source: Parks Tax
Original Budget: $380,000
Remaining Balance: To Be Completed
Encumbered: To Be Completed
Responsible Department: Parks – Jeff Atkins
Director Update: FY28 Parks Tax Project

ARPA

Active Project List

Federal ARPA Outstanding Projects List			
Department	Project Description	Project #	Project Cost
Health	Animal Shelter Cages	160497	$ 158,052.22
Health	Animal Shelter Sidewalk, Park, Play	160495	$ 228,395.00
Parks	Aquatic Park	160600	$ 500,000.00
Civic Facilities	Arena Electric Upgrade	160550	$ 63,335.00
Finance	ARPA Administrative	160305	$ 359,821.52
Public Works	City Hall Conference Room	160325	$ 389,173.14
Civic Facilities	Civic Arena Bleacher Stair Units	160570	$ 29,769.30
Civic Facilities	Civic Center Park	160330	$ 1,108,578.26
Fire	Fire - Rescue Truck	160425	$ 280,000.00
Fire	Fire Alerting System	160335	$ 420,545.52
Fire	Fire Prevention Mobile Plus	160455	$ 13,027.00
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Public Works	MHTC-Pickett Road Project	160470	$ 1,894,567.39
Public Works	Mosaic Downtown Block Rennovation	160060	$ 1,526,706.50
Police	MWSU LEA	160435	$ 150,000.00
Public Works	Parking Garage Study	160465	$ 23,500.00
Planning and Comm Dev	South Side Corridor	160205	$ 456,191.02
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Public Works	Vacant Building /Demo	130360	$ 399,702.00
Technology	Wireless Upgrades	160380	$ 240,269.50

River Bluff Gateway ARPA Outstanding Projects List			
Sub Recipient	Project Description	Project Cost	
Civic Arena	GA Thompson Painting	$	431,800.00
Civic Arena	GA Thompson Painting Ceiling	$	16,200.00
Civic Arena	GA Thompson Painting Power wash	$	17,865.00
Downtown	Mo Theater -Wall Repair	$	62,769.00
Downtown	Mo Theater - Fencing	$	91,882.00
Downtown	Trunk Bldg - Façade - Brooner	$	41,013.00
Downtown	Trunk Bldg - Brooner R50287	$	8,987.00
Downtown	Downtown Security Cameras-DED Approved		
Downtown	Civic Arena Doors ADA needs	$	147,480.00
Downtown	Civic Arena Trash Area Fencing	$	6,500.00
Northside	Cross Walk St Joseph Ave RS Electric	$	248,120.00
Northside	Cross Walk-Cabinet-Mobotrex	$	16,529.00
Northside	Cross Walk-Bar Pole/Mast Arm Graybar	$	20,735.00
Northside	Robidoux Row - Exterior Repairs	$	-
Northside	Robidoux Row - Fencing	$	6,350.00
Northside	City Skate park-lighting Musco	$	39,359.00
Northside	Washington Library-Ext repairs & green space	$	2,000.00
Northside	Washington Library-Landscape Design	$	1,000.00
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Northside	Washington Library - benches - Outdoorsiness	$	3,159.00
Northside	Washington Library - Bike Rack/Creatur Can	$	5,720.09
Northside	Washington Library - trash receptacle	$	1,368.00

ARPA

Project Update Summary

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

ARPA PROJECTS

Animal Shelter – Cages

Funding Source: ARPA
Original Budget: ~~$158,052~~ $237,306
Remaining Balance: $237,306
Responsible Department: General Services – Laurie Thompson
Director Update:
PM Update: Cages are ordered. Expected delivery July.
Notice to Proceed Issued: 4.3.26
Contractual Completion Date: 8.1.26
Tentative Completion: 7.24.26

Animal Shelter – Sidewalk & Play Area

Funding Source: ARPA
Original Budget: $228,395
Remaining Balance: $218,395
Responsible Department: General Services – Laurie Thompson
Director Update: Contractor has started this work.
Notice to Proceed Issued: 4.9.25
Contractual Completion Date: 7.1.26
Tentative Completion: 7.1.26

Civic Arena – ADA Doors

Funding Source: ARPA
Original Budget: ~~$75,000~~ $150,000
Remaining Balance: $150,000
Responsible Department: Civic Facilities – Mary Robertson
Director Update:
PM Update: Two bids were received. The low bid is $147,480. On Council agenda for 6.08
Notice to Proceed Issued: Pending Council
Contractual Completion Date: Pending NTP
Tentative Completion: 9.1.26

Civic Arena – Trash Enclosure

Funding Source: ARPA
Original Budget: $6,500
Remaining Balance: $6,500
Responsible Department: General Services – Laurie Thompson
Director Update:

PM Update: PO has been issued to Auxier for fabrication of the fence.
Notice to Proceed Issued: 5.20.2026
Contractual Completion Date: 8.1.2026
Tentative Completion: 7.1.2026

Civic Arena Bleacher Stairs

Funding Source: ARPA
Original Budget: $29,769
Remaining Balance: $29,769
Responsible Department: Civic Facilities – Mary Robertson
Director Update: Stairs received and returned awaiting correct product; vendor yet to return; legal engaged on options with time constraints

Downtown Parking Garage (Mosaic Block)

Funding Source: ARPA
Original Budget: $1,000,000
Remaining Balance: $845,800
Responsible Department: Public Works – Jackson Jones
Director Update:
PM Update: Preconstruction meeting held 6.1.26. There is an emergency demo that needs to take place prior to the garages next to Inspire U pushing the garages back a couple weeks.
Notice to Proceed Issued: Will issue closer to start date
Contractual Completion Date: Pending NTP
Tentative Completion: 9.18.26

Main Street Downtown Improvements (Mosaic Block)

Funding Source: ARPA
Original Budget: $85,000
Remaining Balance: $50,254
Responsible Department: ~~Main Street – Christy George~~ General Services – Laurie Thompson
Director Update: Working with Main Street on final improvement projects.
PM Update: FESTOON LIGHTING Quote under $25k with Pinnacle. Have two quotes and 1 nonresponsive in order to proceed. Working on getting agreements with building owners to attach lighting.
Notice to Proceed Issued: Need agreements in place
Contractual Completion Date: Pending NTP
Tentative Completion: 9.1.26

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

MHTC Pickett Road – ARPA Portion

Funding Source: ARPA
Original Budget: $1,894,567
Remaining Balance: $1,855,435
Responsible Department: Public Works – Chance Gallagher
Director Update: Project Underway. Substantial completion is currently behind schedule due to design changes.
Notice to Proceed Issued: 4.20.26
Contractual Completion Date: Substantial 7 1.26 **Final** 9.1.26
Tentative Completion: 9.1.26

Missouri Theater Wall

Funding Source: ARPA
Original Budget: $62,769
Remaining Balance: $62,769
Responsible Department: General Services – Laurie Thompson
Director Update:
PM Update: Completed. Final completion issued 5.15.26
Notice to Proceed Issued: 4.13.26
Contractual Completion Date: Substantial 6 1.26 **Final 6.10.26**
Tentative Completion: Project Complete

Missouri Alley/Fence

Funding Source: ARPA
Original Budget: $91,882
Remaining Balance: $91,882
Responsible Department: General Services – Laurie Thompson
Director Update:
PM Update: One bid came in. On Council Agenda for 6.08.26
Notice to Proceed Issued: Pending Council
Contractual Completion Date: Pending NTP
Tentative Completion: 9.1.26

Parking Lot Capping – Adjacent to Fire HQ

Funding Source: ARPA
Original Budget: ~~$171,010~~ $211,175
Remaining Balance: $211,175
Responsible Department: General Services – Laurie Thompson
Director Update:

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

PM Update: On Council agenda for 6.22.26 for a change order to cover additional square footage and site drainage.
Notice to Proceed Issued: Pending Council
Contractual Completion Date: Pending NTP
Tentative Completion: 10.1.26

St Joseph Avenue Crosswalk

Funding Source: ARPA
Original Budget: ~~$171,010~~ $285,384
Remaining Balance: $285,384
Responsible Department: Public Works – Chance Gallagher
Director Update: In design; pricing will confirm funding sufficiency.
PM Update: RS Electric $248,120, Gray bar and mast arm $20,735, Phase cabinet $16,529; Council action pending for NTP.
Notice to Proceed Issued: Date
Contractual Completion Date: Date
Tentative Completion: Date

Skate Park Lighting

Funding Source: ARPA
Original Budget: $39,359.00
Remaining Balance: $39,359.00
Responsible Department: General Services – Laurie Thompson
PM Update: Resolution passed 5.11. 10-12 Week lead time for materials.
Notice to Proceed Issued: Date – Future
Contractual Completion Date: Date
Tentative Completion: 9.1.26

Mixed Funding

Project Update Summary

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

MIXED FUNDING

Cook Road Improvements

Funding Source: TIF, CIP, and MODOT
Original Budget: $3,500,000 (CIP FY28) $2,867,786 (TIF), $500,000 (MODOT)
Remaining Balance:
Responsible Department: Public Works – Chance Gallagher
Director Update: Currently in design phase.
PM Update: First design phase completed in order to proceed with appraisals and ROW acquisition before putting final plans together.

Pickett & Craig Parkway

Funding Source: Buch Co, ARPA and MODOT
Original Budget: $1,894,567 (ARPA) $2,793,303 (MODOT) $600,000 (Buch Co)
Remaining Balance:
Responsible Department: Public Works – Chance Gallagher
PM Update: Project Started.
Notice to Proceed Issued: April 20, 2026
Contractual Completion Date: September 1, 2026
Tentative Completion: September 1, 2026

Pickett & Craig Parkway Force Main Extension

Funding Source:
Original Budget: To Be Completed
Remaining Balance: To Be Completed
Encumbered: To Be Completed
Responsible Department: General Services
Director Update:
PM Update: Will be working with Snyder to add this to their projects for design and change order with CP for execution. Design costs tentatively come in at $115K.
Notice to Proceed Issued: Date
Contractual Completion Date: Date
Tentative Completion: Date

Eastowne

Funding Source: TIF, CIP, and MODOT
Original Budget: $2,995,243.63
Remaining Balance: To Be Completed
Encumbered: $2,781,067.10

Responsible Department: Public Works – Chance Gallagher
Director Update:
PM Update: Project underway.
Notice to Proceed Issued: March 2, 2026
Contractual Completion Date: September 1, 2027
Tentative Completion: September 1, 2027

Gene field Road Bridge

Funding Source: TIP & MODOT
Original Budget: To Be Completed
Remaining Balance: To Be Completed
Encumbered: To Be Completed
Responsible Department: Public Works – Chance Gallagher
Director Update: Emergency TIP amendment has passed the Technical Committee and is currently open for public comment. Scheduled for Coordinating Committee vote on 11/25, then will move to MODOT for approval.
PM Update: Project currently underway. Completion anticipated for July 2026.
Notice to Proceed Issued: Date
Contractual Completion Date: Date
Tentative Completion: Date

City Hall & Civic Center Park

Funding Sources: Federal ARPA & CIP – 2025
Original Budget: To Be Completed
Remaining Balance: To Be Completed
Encumbered: To Be Completed
Responsible Departments: Public Works – Chance Gallagher & Parks – Jeff Atkins
Director Update:
Balustrade lights complete; concrete 90% complete; west entry staircase complete with stone arriving; park completion end of 2025; North Fountain spring 2026.
PM Update: Everything completed besides the North Fountain. North Fountain completion date June 2026.

Resurfacing

Funding Sources: Use Tax/Mass Transit Fund
Original Budget: Use Tax $3,600,000 / Mass Transit Fund $3,325,600
Remaining Balance: To Be Completed
Encumbered: $6,925,600
Responsible Departments: General Services
Director Update:

PM Update: Herzog underway.
Notice to Proceed Issued: April 10, 2026
Contractual Completion Date: October 31, 2026
Tentative Completion: October 31, 2026

Emergency Operations Center (EOC)

Funding Source: General Fund FY26/FY27
Original Budget: FY26$400,000 FY27$800,000
Remaining Balance: $1,052,000
Encumbered: $148,000 for design
Responsible Department: General Services
Director Update:
PM Update: PO issued to SEH for design services for $148,000. Predesign meeting with all stakeholders to develop a concept to be scheduled.

WPC Blower Project

Funding Source: Army Corp Engineers Grant, Sewer CIP Fund
Original Budget: $
Remaining Balance: $
Encumbered: $
Responsible Department: Public Works / General Services support
Director Update:
PM Update: Phase 4 with Garney for Domestic Blower Replacement going through Council 6.08 for $1,086,471.00

BOND FOR BRIDGES

Krug Park Pedestrian Walkway Bridge

Funding Source: Bond for Bridges
Original Budget: To Be Completed
Remaining Balance: To Be Completed
Encumbered: $72,442.87 for design
Responsible Department: General Services
Director Update:
PM Update: PO issued to GFT for design. Design to be completed by 10.1.26 to go out to bid.

Transit

Project Update Summary

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

Transit

Transit Triangle Bus Stop

Funding Source:
Original Budget: $121,553.94
Remaining Balance: $0
Encumbered: $121,553.94
Responsible Department: General Services
Director Update:
PM Update: Completed.

Transit Transfer Station Phase I

Funding Source:
Original Budget: $1,788,598.00
Remaining Balance: $1,788,598.00
Encumbered: $1,788,598.00
Responsible Department: General Services
Director Update:
PM Update: Construction tentatively kicking off in June 2026 pending material/supplies.

Transfer Station Phase II

Funding Source:
Original Budget: To Be Completed
Remaining Balance: To Be Completed
Encumbered: $31,300.00 for design
Responsible Department: General Services
Director Update:
PM Update: Under design with GGA. Tentatively November 2026 final plan completion to go out to bid.

Transit Generator

Funding Source:
Original Budget: $135,238.72
Remaining Balance: $0
Encumbered: $135,238.72
Responsible Department: General Services
Director Update:
PM Update: Completed.

MASTER PROJECT UPDATE SUMMARY

Last Updated 06/08/26

Transit Dispatch

Funding Source:
Original Budget: $165,000
Remaining Balance: To Be Completed
Encumbered: To Be Completed
Responsible Department: General Services
Director Update:
PM Update: Need to get design services moving.

Transit Fuel Island

Funding Source:
Original Budget: $55,000
Remaining Balance: To Be Completed
Encumbered: To Be Completed
Responsible Department: General Services
Director Update:
PM Update: Need to meet with Transit on scope of work

Transit Concrete Repairs

Funding Source:
Original Budget: $100,000
Remaining Balance: To Be Completed
Encumbered: To Be Completed
Responsible Department: General Services
Director Update:
PM Update: Need to meet with Transit on scope of work

PUBLIC IMPROVEMENTS ADVISORY COMMITTEE (PIAC)

Why it matters

The City's Capital Improvement Program (CIP) identifies future projects and funding needs.

The challenge: many projects span several years. During that time, construction costs change, priorities shift, grant opportunities emerge, and community needs evolve.

The CIP tells us where we want to go. PIAC helps us make sure we're still headed there.

What PIAC is

The Public Improvements Advisory Committee (PIAC) provides a structured process for residents, Council, citizen representatives, and City staff to review, prioritize, and monitor public improvement projects.

PIAC provides ongoing oversight and accountability throughout the life of a project.

What changes

Today	**With PIAC**
Multi-year project list	Active project management process
Annual budget discussions	Quarterly project reviews
Future cost estimates	Review of actual project costs
Project updates provided as needed	Consistent project reporting
Limited formal project closeout	Structured project completion and closure process
Project visibility varies	Standardized project oversight

Quarterly Project Reviews

Every quarter, Council, citizen representatives, and project managers review:

Budget	**Schedule**	**Progress**	**Risks**
Current expenditures and remaining balances	Milestones and anticipated completion dates	Current project status and work completed	Delays, funding concerns, and project challenges

This process allows projects to be evaluated throughout their lifecycle rather than only during annual budget discussions.

Council's Role

Appoint one citizen representative from each Council district.
Participate in annual project prioritization discussions and quarterly project review meetings.

The Benefit

Better visibility into project progress, earlier identification of challenges, improved accountability, and more informed decision-making.

Project Management Division

Current Focus Areas

- Procore implementation *(Survey- Engineering)*
- Standardized project tracking and reporting for transparency *(Survey-Engineering ,Parks, City Mng)*
- Capital Improvements, Parks tax, ARPA, and Operational project coordination *(Survey-Engineering, Parks)*

Accomplishments This Period

- Established initial project tracking and invoicing structure in Procore *(Survey-Engineering)*
- Identified active capital and operational projects for migration *(Survey- Engineering)*
- Conducted weekly staff meetings regarding expectations, wins/shoutouts, support needed *(Survey- Engineering, Parks, Internal Services, City Mng)*

Current Challenges / Risks

- Architect/contractor responsiveness
- Procore implementation *(set for completion in July)*
- Staff training and adoption timeline
- Existing projects requiring manual transition into new platform
- Balancing implementation activities with active project workload

Next 30-Day Goals

- Develop preliminary reporting categories and project status framework (Red/Yellow/Green status)
- Finalize project templates and reporting dashboards
- Complete staff training sessions with Procore
- Transition additional active projects into Procore
- Develop monthly executive dashboard reporting
- Interview & Hire Senior Project Manager & Project Manager (Parks Tax)

Active Projects	66

Procurement Division

Current Focus Areas

- Procurement/Contracting software implementation *(Internal Services, Parks, City Mng)*
- Policy/process review and finalize SOP *(Internal Services)*
- Complete training new employee

Accomplishments This Period

- Hired and began training new employee on procurement workflows *(Internal Services, City Mng)*
- Develop and implement centralized procurement timeline *(Internal Services)*
- Completed pool car use (developed process, legal waiver, tracking spreadsheet)
- Initiated centralized procurement efforts in mowing, pest control, janitorial supplies, and office supplies *(Internal Services, City Mng)*
- Supported completion On Call Nuisance Abatement agreements
- Developed Surplus property declaration form and process development *(Internal Services)*

Current Challenges / Risks

- New employee adoption and training
- Existing hybrid organization working toward centralization
- Central square not updated – Unable to get workflows (entering PO's could have electronic approval process)
- Training as roll out Centralized procurement items

Next 30-Day Goals

- Develop procurement SOPs
- Policy/process review and finalize SOP
- Create procurement reporting dashboard
- Ionwave award updates process

Risk Management Division

Current Focus Areas

- Claims tracking improvements
- Workers compensation oversight
- Liability claim review
- Risk exposure identification in all departments *(Facilities Mgt Maintenance Plan)*
- Departmental safety coordination (meetings, training, etc)

Accomplishments This Period

- Reviewed active claims (workcomp, liability, subrogation)
- Scheduled and coordinated safety meetings and trainings with departments
- Identified opportunities for improved incident reporting consistency
- Began reviewing insurance renewal data and asset documentation

Current Challenges / Risks

- Inconsistent department reporting practices
- Resource limitations for proactive risk mitigation efforts

Next 30-Day Goals

- Develop yearly plan for risk management supervisor training
- Identify top departmental loss trends
- Review insurance valuation schedules
- Coordinate safety discussion with department leaders

Metric	Current
Open Workers Comp Claims	59
Open Liability Claims	12
Subrogation Recovered	Total loss incurred: $76,687.54 - YTD Total Recovered: $73,635.66 - YTD

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River Bluff Gateway ARPA Outstanding Projects List

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Northside	Washington Library - trash receptacle	$ 1,368.00

Fiscal Year Funding - Park Sales Tax Projects

Project Name	Activity	Overall Budget
	FY22	
Rolling Stock & Equipment (Onoing)	Parkway, Golf, Athletic Fields	$4,200,000
Fairview Golf Course Ponds/Bridges	Renovate	$1,250,000
JRP Painting	Renovate	$25,000
Park Sidewalks (Ongoing)	Replace	$952,000
Missouri Theater Cove Lighting	Replace	$27,500
Corby Pond Docks	Install	$100,000
South Park Lighting (all 3 fields)	Replace lighting	$360,000
Eagles Field Complex Lighting	Replace field lighting	$330,000
Noyes Ball Field Lighting	Replace lighting	$137,500
Missouri Theater Roof	Replace theater roof	$550,000
Bode Complex Basketball Surface	Replace	$550,000
Bode Complex Pickle Ball Surface	Renovate	$220,000
Krug Park Upper Tunnel	Renovate	$500,000
Krug Park Amphitheater	Renovate	$6,500,000
Krug Park Castle ADA Solution	Install	$500,000
Krug Park Children's Circus Area	Renovate	$1,200,000
Krug Park Castle	Renovate	$1,500,000
Krug Park Castle Restrooms	Renovate	$300,000
Remington Nature Center HVAC	Replace	$360,000
Civic Arena Floor Ports	Renovate floor ports	$220,000
	FY23	
Civic Arena Seating		$883,200
Civic Arena Lockers		$36,400
Civic Arena Miscellaneous		$80,400
Civic Arena Lighting/Switchboard	Replace lighting	$500,000
Park Shelters	Replace	$460,000
Phil Welch Stadium Grandstand Roof	Replace roof on grandstand and press box	$750,000
Phil Welch Scoreboard	Replace	$65,000
Bartlett Park Ball Field Hillside	Stableize	$200,000
Disc Golf Course	Construct	$27,500
Parks Native Planting	Install	$30,000
	FY24	
Bode Ice Arena Refrigeration System	Replace	$720,000
Fairview Golf Course Irrigation	Replace	$250,000
Phil Welch Stadium Grandstand Seating	Replace	$400,000
Phil Welch Stadium Grandstand Concrete	Replace	$400,000
Krug Park Shelters	Replace	$85,000
Krug Park Upper Restrooms	Replace	$275,000
Krug Park Upper Parking Retaining Wall	Renovate	$165,000
Krug Park Stone Walls	Renovate	$1,500,000
Krug Park Playground	Replace	$250,000
Missouri Theater Marquee	Renovate	$150,000
Northside Complex Shelter Building	Renovate	$300,000
Northside Complex Electrical Service	Replace	$110,000
Northside Complex Concrete	Replace	$48,000
Northside Complex Tennis Court Lighting	Replace	$110,000
RNC Carpet	Replace	$36,000
JRP Kitchen Equipment	Replace	$99,600

Fiscal Year Funding - Park Sales Tax Projects

Project Name	Activity	Overall Budget
	FY25	
Northside Complex Splash Park	Construct	$2,000,000
Hyde Park Pool House	Renovate	$1,500,000
Hyde Park Aquatics - Phase II	Replace	$2,700,000
Holiday Parks Christmas Lighting	Purchase	$40,000
Phil Welch Stadium Fence	Replace	$35,000
Felix Street Square Stage	Construct	$1,000,000
Noyes Horseshoe Court Lighting	Replace	$82,500
Noyes Complex Tennis Court Lighting	Replace	$341,000
Park Maintenance Storage Space	Construct	$288,000
	FY26	
Hyde Park Field #6	Renovate field	$750,000
Bode Ice Arena Roof	Replace	$588,000
Corby Grove Pickle Ball Courts	Replace	$300,000
Civic Arena Roof	Replace	$400,000
Horace Mann Building HVAC	Replace	$1,600,000
Aquatic Indoor Pool	Renovate	$7,700,000
	FY28	
South Park Restroom/Concession Building	Renovate	$380,000
College Hill Retaining Walls/Fencing	Renovate & Replace	$420,000
Park Maintenance Mechanic's Building	Replace Roof	$66,000
John Lucas Park Restroom/Concession	Renovate	$456,000
Noyes Complex Restroom/Concessions	Renovate	$720,000
Lion's Field Concession/Restrooms	Replace	$360,000
Lion's Field Lighting	Replace	$237,600
Hyde Park Playground	Replace	$250,000
John Lucas Park Playground	Replace	$250,000
Missouri Theater Fly System	Replace	$10,000
Remington Nature Center Beams	Replace	$500,000
Hochman Field Lighting	Replace lighting	$297,000
RNC Aquarium Filtering System	Replace	$33,000
Horace Mann Building Restrooms	Renovation	$750,000
	FY29	
Hyde Park Tennis Court Lighting	Replace	$299,760
Bode Ice Arena Ice Floor	Replace	$1,000,000
Bode Ice Arena Interior Renovation	Renovation	$3,400,000
Hyde Park Outdoor Recreation Cooridor	Renovation	$825,000
RNC Outdoor Restrooms	Construct	$330,000
	FY30	
East Side Park	Develop	$2,880,000
Bartlett Park Upper Field Lighting	Replace lighting	$198,000
REC Center Parking Lot	Addition	$600,000
Northside Complex Ball Field	Renovation	$600,000
Bartlett Park Upper Field Restrooms	Renovation	$432,000
Patee Park Fountain	Renovation	$180,000

2024 Capital Improvements Program Proposed Project List

FY25	Category	Project Description	Project Cost
2025	Fire	New Southside Fire Station #10	$ 4,290,000.00
2025	Police	Body/Dash Cameras	$ 950,000.00
2025	Civic Arena	Civic Arena Restrooms	$ 2,000,000.00
2025	City Hall	City Hall Elevators	$ 750,000.00
FY26	Category	Project Description	Project Cost
2026	Health	Patee Market Sidewalks	$ 192,500.00
2026	Health	Patee Market Parking Lot	$ 30,000.00
2026	Health	Patee Market Doors	$ 105,000.00
2026	Police	911 Phone System	$ 500,000.00
2026	Police	Vehicle Radios	$ 350,950.00
2026	Corby Grove	Pickleball Courts - Corby Grove	$ 500,000.00
2026	Sidewalks	Safe Routes to School - Sidewalks	$ 1,000,000.00
2026	City Hall	City Hall/Civic Center Park Improvements	$ 1,500,000.00
FY27	Category	Project Description	Project Cost
2027	Fire	New Ladder Truck 7	$ 1,700,000.00
2027	Civic Arena	Civic Arena HVAC	$ 3,000,000.00
FY28	Category	Project Description	Project Cost
2028	Missouri Theater	Missouri Theater Retail Renovation	$ 500,000.00
2028	Street Improvements	Cook Road Improvements	$ 3,500,000.00
2028	Economic Development	Eastowne Business Park Infrastructure	$ 3,000,000.00
FY29	Category	Project Description	Project Cost
2029	Fire	Fire Headquarters - Renovation and Expansion	$ 3,178,000.00
2029	Missouri Theater	Missouri Theater Seats/Carpet	$ 1,000,000.00
Ongoing	Category	Project Description	Project Cost
Ongoing	Airport	Airport Capital Funds	$ 1,000,000.00
Ongoing	Street Improvements	Concrete Street Improvements	$ 2,500,000.00
Ongoing	Sidewalks	Sidewalk Grant Program	$ 900,000.00
Ongoing	Urban Trail	Urban Trail	$ 2,500,000.00
		Supplemental Projects	
	Technology	Cloud Based Backup and Recovery	$ 125,000
	Parks	Parks Parking Lots	$ 1,000,000
	Parks	Statues and Sculptures	$ 150,000
	Parks	Nature Center Aquarium	$ 300,000
	Parks	Greenhouse	$ 250,000
	Parks	JRP Structural Repairs	$ 300,000
	Police	Police Interview Recording System	$ 85,000
	Police	Police 3D Scanner	$ 60,000
	Police	Police Full Spectrum Imaging System	$ 67,300
	Police	Police Drying Cabinets	$ 27,000
	Street Improvements	ADA Improvements	$ 750,000
	Street Improvements	Concrete/Asphalt Streets (Supplemental)	$ 1,495,000

2013 Capital Improvements Program Proposed Project List		
Category	Project Description	Project Cost
Public Works	Airport Capital Funds	$ 795,521.00

2019 Capital Improvements Program Proposed Project List		
Category	Project Description	Project Cost
Public Works	22nd Street Sidewalks	$ 468,050.00
Public Works	36th Street Sidewalks	$ 442,750.00
Parks	Aqatic Lap Pool Demo	$ 448,910.00
Public Works	Airport Capital Funds	$ 500,000.00
Public Works	City Hall Masonry	$ 477,595.00
Parks	Krug Park CIP Improvements	$ 1,014,598.00
Public Works	Sylvanie & Charles Infrastructure	$ 1,176,450.00
Public Works	Urban Trail	$ 32,500.00
Parks	Wyeth Tootle Repairs	$ 1,100,000.00

Collections Committee Meeting
April 3, 2026
St. Joseph Museums, Inc.
3406 Frederick Avenue
1:00 p.m.

PRESENT: Karen McClellan, Dr. Angela Haas, Bob Fitzpatrick, Marshall White, Marie Cayce, Dr. Wendell Bronson, Larry Singer

ABSENT: Dr. Robert Corder, Susan Kimberlin

ALSO PRESENT: Sarah Ben-Ezra, Collections and Archives Manager, Sara Wilson, Executive Director

ALSO ABSENT: Max Morgan, Curator, Tori Zieger, Archaeologist and NAGPRA Specialist

Call to Order
The meeting was called to order by Dr. Angela Haas at 1:01pm.

Approval of Minutes
Dr. Angela Haas requested the minutes from February 27, 2026, to be approved.

Karen McClellan made the motion. Bob Fitzpatrick seconded the motion. The approval of the minutes was unanimous.

New Donations
Current items for donation for the April meeting were presented by Sarah Ben-Ezra. See attached memorandums for descriptions of items presented.

The items from Jackie Lewin (45" of "The Coco Cherry Mash" by the Cantellas from the Chase Candy Company), Harrison Hartley (Cape Buffalo Head from Roy Coy), Marshall White (two letters from Anna Nash), and the City of S.t Joseph (various items from the City Hall 100 years time capsule) were accepted into the collections.

The Collections Committee recommended that the wooden vanity from Kami Jones be accepted into the furniture collection so that it can be used at the Wyeth-Tootle Mansion.

The staff needs to review items to ensure that all newly accepted items meet the Museum's mission and standards.

Karen McClellan motioned to approve the new donations. Bob Fitzpatrick seconded the motion. The motion passed unanimously.

Deaccessions
There are no new deaccessions to discuss in the meeting.

2026 JUN -5 AM 8:43
CITY CLERK

Report on Climate Conditions
Sarah Ben-Ezra provided the Climate Conditions Report for February 11, 2026- March 30, 2026. Ms. Ben-Ezra told the committee that the overall report does look good except for the few rooms that need new data loggers. Sara Wilson added that the report looks good but that each storage space will be monitored more carefully because of the upcoming summer months.

Old Business

- NAGPRA update: Sara Wilson mentioned that she, Rueben Noah, the manager of the Ioway Mission Museum, and the new THPO officer of the Ioway Tribe attended a conference in Lawrence, Kansas. She also mentioned to the committee that Tori has been working on some connections for initial consultations.
- Grants Update: Sarah Ben-Ezra updated the committee about Edmond Eckel blueprint scanning project. She mentioned that the large-scale scanner has been purchased and she and volunteers have been scanning blueprints. As of today, the group has scanned 95 buildings and 1,325 pages. Sara Wilson mentioned to the committee that Sarah Ben-Ezra and Tori Zieger need to meet up to discuss the NAGPRA grant opportunities and apply for the grants.
- Harry L. George Collections update: Sara Wilson mentioned to the committee that Dr. Robert Corder is writing a book about the collections.

New Business

- The Collections Committee read through the Collections Committee Strategic Plan for the 2026-2027 fiscal year. The committee suggested revisions made on consistent language throughout the plan as well as estimated numbers of funding and costs instead of "TBD". Karen McClellan motioned the strategic plan to be approved. Marshall White seconded the motion. The motion passed unanimously with the revisions being made before April 16th.
- Sarah Ben-Ezra announced to the committee that there will be a membership presentation on the Eckel blueprint project on Thursday, May 21st, at 5pm after the full board meeting. She mentioned that there will be a short presentation about the project followed by a live demonstration of the project's procedures.

Adjourn
There being no further business, the meeting was adjourned at 1:43 p.m. by Dr. Angela Haas.

The next meeting of the Collections Committee will be Friday, June 5, 2026, at 1:00 p.m. at the St. Joseph Museums, 3406 Frederick Avenue.

Respectfully submitted,
Sarah Ben-Ezra
Collections and Archives Manager

Financial Reports July 2025-May 2026

6/4/2026

Account #	Income Account	Total		Account #	Expense Account	Total	Explanation
4000	Rentals	$28,762.50		4999	Rental Expenses	$0.00	
4100	Tax Receipts	$406,538.85					
4150	Misc Revenue	$1,438.56					
4210	Grants Restricted	$70,150.51	Opioid Grant, Juneteenth Grant, Curriculum Grant	4220	Grant Restricted Expenses	$99,260.69	WTM Kitchen, 250th Exhibit WTM (Income came in 2024-2025) Large Scanner Project, Juneteenth
4215	Grants Unrestricted	$8,780.80	CVB Grant Marketing	5385	Marketing & CVB Coop	$16,998.50	
4400	Membership Dues	$39,387.03		5460	Membership Development	$4,539.88	Graphic, Membership Brochures
4450	Admissions	$136,242.96					
4500	Donations Restricted	$15,748.55	Juneteenth, WTM Kitchen Donations, Black Archives	4221	Donations Restricted Expenses	$4,818.21	Internship, WTM Landscaping
4600	Donations Unrestricted	$38,293.71	Misc. Donations & Time Travelers Fundraiser				
4620	Annual Fund	$13,710.00		5387	Development	$5,327.15	Time Traveler Fundraiser
4650	Donations Gifts in Kind	$21,532.65	Wyeth-Tootie Pond Gift from Tooties	4651	Expenses Gift in Kind	$21,532.65	
4700	Estates & Memorials	$2,020.91	Oil Wells & Memorials				
4750	Educational Programs	$4,907.00	WTM Childrens Book, Group & Virtual Tours; etc.	4760	Educational Programs Costs	$1,911.86	ELC Supplies, WTM Childrens Book
4751	Photo Income Research	$445.00		4761	Photo Income Research Expenses	$119.50	
4752	Pro 4000 Printer Income	$1,627.58		4763	Pro 4000 Printer Expenses	$727.00	Toner and Paper
				4754	Pro 4000 Printer Maintenance Expenses	$38.59	Cartridge
5101	Special Events	$52,096.20	Forensic Night, Murder Mystery, Voices of the Past, Glore After Hours, Holiday Homes Tour, Soul Food Dinners, Murder Bus and Super Science Saturday	5102	Special Events Cost	$20,089.24	Forensic Night, Murder Mystery, Voices of the Past, Glore After Hours, Holiday Homes Tour, Soul Food Dinners, Murder Bus and Super Science Saturday
5650	Gift Shop Sales	$62,913.88		5660	Gift Shop Expenses	$29,626.34	
5900	Special Projects (Trips) Income	$124,615.00	Savannah GA, New Mexico, & Cape Cod/Marthas Vineyard	5910	Special Projects (Trips) Expenses	$110,251.58	Savannah, GA and New Mexico
				4899	Platte Purchase Royalties	$50.40	
				5000	FAS Utilities	$59,939.05	Gas $11,327.55, Water $3,149.99, Electricity $40,112.46 and Trash
				5001	WTM Utilities	$22,317.57	Gas $7,761.37, Water $1,388.36, Electricity $12,128.67 and Trash
				5010	Salaries	$408,443.79	Three pay periods for December 2025
				5011	Salaries Large Scanner	$2,757.20	Large Scanner Salaries 2026-27
				5020	Payroll Taxes	$31,309.69	Three pay periods for December 2025
				5030	Missouri LAGERs	$46,420.73	Three pay periods for December 2025
				5035	Employee Benefits	$71,664.21	
				5066	Telephone & Internet	$5,562.50	
				5100	Exhibits Cost	$2,858.76	American Indian Gallery and Black Archives Museum
				5110	Doll Collection	$4.18	Exhibit Expenses
				5150	Library	$149.80	
				5200	Building Supplies	$5,716.30	Cleaning & Shop Supplies
				5260	Equipment Maintenance	$1,653.84	Lawnmower & Van Maintenance
				5270	Collections Maintenance	$4,735.45	Collections Supplies ($2,000.00 for Catalogit yearly fee)
				5291	NAGPRA Expenses	$0.00	
				5300	Staff Supplies	$3,829.40	Kitchen, Office and Computer Supplies
				5301	Postage	$1,387.22	
				5350	Equipment Purchases	$1,240.25	Computer and misc.
				5380	Printing	$984.35	Business Cards and Checks
				5440	Travel & Lodging	$1,844.97	Mileage Reimbursement & Van Gas
				5500	Service Contracts	$78,970.99	Credit Card Costs, Copier, Lawn Care, DonorView, HomeBase, Base, Contract Staff, etc. (OTAVA has been canceled)
				5600	Professional Development	$571.66	
				5610	Legal & Accounting	$17,455.00	Audit Review $5,600.00 and Accountant
				7000	Insurance	$25,895.00	Collections $5,550.00, Building & Liability $13,437.00, Director & Officers $3,540.00, Workers Comp Insurance $3,368.00
				7010	FAS Building Maintenance	$16,852.62	Security, HVAC, Elevator, Extermination, Lightbulbs, and misc.
				7011	WTM Building Maintenance	$5,684.47	Security, HVAC, Elevator, Extermination, Lightbulbs, and misc.
				66900	Reconciliation Discrepancies	$2,760.00	From the two bank accounts merged together

St. Joseph Museums, Inc.
Profit & Loss Budget vs. Actual
July 2025 through May 2026

	Jul '25 - May 26	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4000 · Rentals	28,762.50	27,500.00	1,262.50	104.6%
4100 · Tax Receipts	406,538.85	398,750.00	7,788.85	102.0%
4150 · Miscellaneous Revenue	1,438.56	916.63	521.93	156.9%
4210 · Grants-Restricted	70,150.51	73,333.37	(3,182.86)	95.7%
4215 · Grants-Unrestricted	8,280.80	18,333.37	(10,052.57)	45.2%
4400 · Membership Dues	39,387.03	33,916.63	5,470.40	116.1%
4450 · Admissions	136,242.96	132,916.63	3,326.33	102.5%
4500 · Donations - Restricted	15,748.55	36,666.63	(20,918.08)	43.0%
4600 · Donations-Fndrals. Unrestricted	38,293.71	41,250.00	(2,956.29)	92.8%
4620 · Annual Fund	13,710.00	13,750.00	(40.00)	99.7%
4650 · Donations-Gifts in Kind	21,532.65			
4700 · Estates and Memorials	2,020.91	4,583.37	(2,562.46)	44.1%
4750 · Educational Programs	4,907.00	5,958.37	(1,051.37)	82.4%
4751 · Photo Income-Research	445.00	1,375.00	(930.00)	32.4%
4752 · Pro 4000 Printer Income	1,827.58	916.63	910.95	199.4%
5101 · Special Events	52,096.20	30,250.00	21,846.20	172.2%
5850 · Gift Shop Sales	82,913.86	82,500.00	413.86	100.5%
5900 · Special Projects/Trips Income	124,815.00	110,000.00	14,815.00	113.5%
Total Income	1,049,111.67	1,012,916.63	36,195.04	103.6%
Cost of Goods Sold				
4753 · Pro 4000 Printer Expenses	727.00	3,666.63	(2,939.63)	19.8%
4760 · Educational Program Costs	1,911.86	916.63	995.23	208.6%
5102 · Special Events Cost	20,089.24	13,750.00	6,339.24	146.1%
5860 · Gift Shop Expenses	29,626.34	38,500.00	(8,873.66)	77.0%
Total COGS	52,354.44	56,833.26	(4,478.82)	92.1%
Gross Profit	996,757.23	956,083.37	40,673.86	104.3%
Expense				
4221 Donations -Restrict Expens	4,818.21	3,666.63	1,151.58	131.4%
4220 · Grant Restricted Expenses	99,260.69	46,750.00	52,510.69	212.3%
4651 · Expenses-Gifts in Kind	21,532.65			
4754 · Pro 4000 Printer Maintenance Ex	38.59			
4761 · Photo Income - Research Expense	119.50	229.13	(109.63)	52.2%
4899 · Platte Purchase Royalties	50.40			
4999 · Rental Expenses	0.00	183.37	(183.37)	0.0%
5000 · FAS Utilities	59,939.05	50,416.63	9,522.42	118.9%
5001 · WTM Utilities	22,317.57	22,916.63	(599.06)	97.4%
5010 · Salaries	408,443.79	406,083.37	2,360.42	100.6%
5011 · Salaries Large Scanner 2026-27	2,757.20			
5020 · Payroll Taxes	31,309.69	31,166.63	143.06	100.5%
5030 · Missouri Lagers	46,420.73	45,833.37	587.36	101.3%

St. Joseph Museums, Inc.
Profit & Loss Budget vs. Actual
July 2025 through May 2026

	Jul '25 - May 26	Budget	$ Over Budget	% of Budget
5035 · Employee Benefits	71,664.21	73,333.37	(1,669.16)	97.7%
5056 · Telephone	5,562.50	6,141.63	(579.13)	90.6%
5100 · Exhibits Cost	2,858.76	4,583.37	(1,724.61)	62.4%
5110 · Doll Collection	4.18			
5150 · Library	149.80	183.37	(33.57)	81.7%
5200 · Building Supplies	5,716.30	4,583.37	1,132.93	124.7%
5260 · Equipment Maintenance	1,653.84	1,833.37	(179.53)	90.2%
5270 · Collections Maintenance	4,735.45	3,987.50	747.95	118.8%
5291 · NAGPRA Expenses	0.00	183.37	(183.37)	0.0%
5300 · Staff Supplies	3,829.40	4,583.37	(753.97)	83.5%
5301 · Postage	1,387.22	1,283.37	103.85	108.1%
5350 · Equipment Purchases	1,240.25	4,583.37	(3,343.12)	27.1%
5380 · Printing	984.35	916.63	67.72	107.4%
5385 · Marketing & CVB Coop	16,998.50	38,041.63	(21,043.13)	44.7%
5387 · Development	5,327.15	11,000.00	(5,672.85)	48.4%
5440 · Travel and Lodging	1,844.97	1,833.37	11.60	100.6%
5460 · Membership Development	4,539.88	5,958.37	(1,418.49)	76.2%
5500 · Service Contracts	78,970.99	68,750.00	10,220.99	114.9%
5600 · Professional Development	671.66	916.63	(244.97)	73.3%
5610 · Legal and Accounting	17,455.00	14,208.37	3,246.63	122.9%
5910 · Special Projects/Trips Expenses	110,251.58	100,833.37	9,418.21	109.3%
66900 · Reconciliation Discrepancies	2,760.00			
7000 · Insurance	25,895.00	22,916.63	2,978.37	113.0%
7010 · FAS Building Maintenance	16,852.62	22,916.63	(6,064.01)	73.5%
7011 · WTM Building Maintenance	5,684.47	13,750.00	(8,065.53)	41.3%
Total Expense	1,084,046.15	1,014,566.85	69,479.30	106.8%
Net Ordinary Income	(87,288.92)	(58,483.48)	(28,805.44)	149.3%
Other Income/Expense				
Other Income				
4250 · Interest-Mgt. Acct.	32,734.71			
6010 · Unreal. Gain on Investments	43,205.83			
6125 · Realized Gains/Loss on Invest.	25,382.96			
Total Other Income	101,323.50			
Other Expense				
5650 · Management Account Fees	30,831.24			
8010 · Depreciation	122,391.45	115,365.03	7,026.42	106.1%
Total Other Expense	153,222.69	115,365.03	37,857.66	132.8%
Net Other Income	(51,899.19)	(115,365.03)	63,465.84	45.0%
Net Income	**(139,188.11)**	**(173,848.51)**	**34,660.40**	**80.1%**

St. Joseph Museums, Inc.
Statement of Financial Income and Expense
July 2025 through May 2026

	Jul '25 - May 26	Jul '24 - May 25	$ Change
Ordinary Income/Expense			
Income			
4000 · Rentals	28,762.50	22,604.40	6,158.10
4100 · Tax Receipts	406,538.85	435,000.00	(28,461.15)
4150 · Miscellaneous Revenue	1,438.56	0.00	1,438.56
4210 · Grants-Restricted	70,150.51	104,870.20	(34,719.69)
4215 · Grants-Unrestricted	8,280.80	7,878.96	401.84
4400 · Membership Dues	39,387.03	57,804.85	(18,417.82)
4450 · Admissions	136,242.96	129,209.52	7,033.44
4500 · Donations - Restricted	15,748.55	30,180.65	(14,432.10)
4600 · Donations-Fndrals. Unrestricted	38,293.71	43,871.83	(5,578.12)
4620 · Annual Fund	13,710.00	14,125.86	(415.86)
4650 · Donations-Gifts In Kind	21,532.65	9,302.27	12,230.38
4700 · Estates and Memorials	2,020.91	1,504.02	516.89
4750 · Educational Programs	4,907.00	6,027.42	(1,120.42)
4751 · Photo Income-Research	445.00	1,064.00	(619.00)
4752 · Pro 4000 Printer Income	1,827.58	80.00	1,747.58
4900 · Platte Purchase Publishers	0.00	30.61	(30.61)
5101 · Special Events	52,096.20	31,964.82	20,131.38
5850 · Gift Shop Sales	82,913.86	77,917.26	4,996.60
5900 · Special Projects/Trips Income	124,815.00	101,046.60	23,768.40
Total Income	1,049,111.67	1,074,483.27	(25,371.60)
Cost of Goods Sold			
4753 · Pro 4000 Printer Expenses	727.00	4,816.05	(4,089.05)
4760 · Educational Program Costs	1,911.86	1,126.57	785.29
5102 · Special Events Cost	20,089.24	16,110.70	3,978.54
5860 · Gift Shop Expenses	29,626.34	41,635.59	(12,009.25)
Total COGS	52,354.44	63,688.91	(11,334.47)
Gross Profit	996,757.23	1,010,794.36	(14,037.13)
Expense			
4221 Donations -Restrict Expens	4,818.21	3,198.44	1,619.77
4220 · Grant Restricted Expenses	99,260.69	42,939.05	56,321.64
4651 · Expenses-Gifts In Kind	21,532.65	9,302.27	12,230.38
4754 · Pro 4000 Printer Maintenance Ex	38.59	0.00	38.59
4761 · Photo Income - Research Expense	119.50	148.92	(29.42)
4899 · Platte Purchase Royalties	50.40	0.00	50.40
4999 · Rental Expenses	0.00	362.29	(362.29)
5000 · FAS Utilities	59,939.05	54,036.12	5,902.93
5001 · WTM Utilities	22,317.57	22,703.35	(385.78)
5010 · Salaries	408,443.79	441,507.58	(33,063.79)
5011 · Salaries Large Scanner 2026-27	2,757.20	0.00	2,757.20
5020 · Payroll Taxes	31,309.69	33,765.25	(2,455.56)
5030 · Missouri Lagers	46,420.73	48,666.19	(2,245.46)

St. Joseph Museums, Inc.
Statement of Financial Income and Expense
July 2025 through May 2026

	Jul '25 - May 26	Jul '24 - May 25	$ Change
5035 · Employee Benefits	71,664.21	79,616.45	(7,952.24)
5056 · Telephone	5,562.50	5,938.31	(375.81)
5100 · Exhibits Cost	2,858.76	4,731.83	(1,873.07)
5110 · Doll Collection	4.18	0.00	4.18
5150 · Library	149.80	173.79	(23.99)
5200 · Building Supplies	5,716.30	5,031.52	684.78
5260 · Equipment Maintenance	1,653.84	1,998.91	(345.07)
5270 · Collections Maintenance	4,735.45	16,656.67	(11,921.22)
5291 · NAGPRA Expenses	0.00	127.20	(127.20)
5300 · Staff Supplies	3,829.40	3,865.36	(35.96)
5301 · Postage	1,387.22	1,212.21	175.01
5350 · Equipment Purchases	1,240.25	4,665.60	(3,425.35)
5380 · Printing	984.35	1,074.71	(90.36)
5385 · Marketing & CVB Coop	16,998.50	40,254.85	(23,256.35)
5387 · Development	5,327.15	2,503.31	2,823.84
5440 · Travel and Lodging	1,844.97	1,056.30	788.67
5460 · Membership Development	4,539.88	6,019.13	(1,479.25)
5500 · Service Contracts	78,970.99	56,890.54	22,080.45
5600 · Professional Development	671.66	287.00	384.66
5610 · Legal and Accounting	17,455.00	15,530.00	1,925.00
5910 · Special Projects/Trips Expenses	110,251.58	86,299.09	23,952.49
66900 · Reconciliation Discrepancies	2,760.00	0.00	2,760.00
7000 · Insurance	25,895.00	22,081.00	3,814.00
7010 · FAS Building Maintenance	16,852.62	31,743.85	(14,891.23)
7011 · WTM Building Maintenance	5,684.47	10,175.77	(4,491.30)
Total Expense	1,084,046.15	1,054,562.86	29,483.29
Net Ordinary Income	(87,288.92)	(43,768.50)	(43,520.42)
Other Income/Expense			
Other Income			
4250 · Interest-Mgt. Acct.	32,734.71	33,985.82	(1,251.11)
6010 · Unreal. Gain on Investments	43,205.83	46,324.95	(3,119.12)
6125 · Realized Gains/Loss on Invest.	25,382.96	72,970.10	(47,587.14)
Total Other Income	101,323.50	153,280.87	(51,957.37)
Other Expense			
5650 · Management Account Fees	30,831.24	48,120.17	(17,288.93)
8010 · Depreciation	122,391.45	79,659.25	42,732.20
Total Other Expense	153,222.69	127,779.42	25,443.27
Net Other Income	(51,899.19)	25,501.45	(77,400.64)
Net Income	**(139,188.11)**	**(18,267.05)**	**(120,921.06)**

St. Joseph Museums, Inc.
Statement of Financial Position
As of May 31, 2026

	May 31, 26	May 31, 25	$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000 · Cash on Hand	0.00	0.00	0.00
1020 · Commerce Checking	0.00	33,113.76	(33,113.76)
1025 · Commerce Checking New	62,140.11	56,389.15	5,750.96
1030 · Commerce Cafeteria Account	0.00	0.00	0.00
1040 · United Missouri Bank	0.00	0.00	0.00
1050 · Commerce Bank Designated Funds	0.00	0.00	0.00
1070 · Mgt. Acct.-Tax Receivables	0.00	0.00	0.00
1073 · Endowment	0.00	0.00	0.00
Total Checking/Savings	62,140.11	89,502.91	(27,362.80)
Accounts Receivable			
11000 · Accounts Receivable	0.00	0.00	0.00
Total Accounts Receivable	0.00	0.00	0.00
Other Current Assets			
1085 · St. Joe Playing Cards Inventory	0.00	0.00	0.00
1087 · Inventory-Gift Shop	46,439.24	46,439.24	0.00
1088 · Inventory-Platte Purchase Books	11,619.92	11,619.92	0.00
1089 · Misc Other Receivables	0.00	0.00	0.00
1110 · Petty Cash	0.00	0.00	0.00
12000 · Undeposited Funds	0.00	0.00	0.00
1280 · Accr. Interest & Dividends Rec.	(79,105.84)	15,039.34	(94,145.18)
1290 · Prepaid Insurance	35,190.50	22,241.50	12,949.00
Total Other Current Assets	14,143.82	95,340.00	(81,196.18)
Total Current Assets	76,283.93	184,842.91	(108,558.98)
Fixed Assets			
1530 Accum. Depr.-AG Dolls	(7,084.53)	(7,084.53)	0.00
1500 · Exhibits	160,375.88	159,145.85	1,230.03
1510 · Accum. Amort.-Exhibits	(157,763.49)	(154,425.28)	(3,338.21)
1520 · American Girl Dolls	7,084.53	7,084.53	0.00
1600 · Furniture & Fixtures	405,446.67	405,446.67	0.00
1610 · Accum. Depr.-Furn. & Fixt.	(403,569.47)	(396,633.00)	(6,936.47)
1620 · Tools	4,509.00	4,509.00	0.00
1630 · Accum. Depr-Tools	(4,509.00)	(4,509.00)	0.00
1640 · Vehicles	7,190.00	7,190.00	0.00
1650 · Accum. Depr.-Vehicles	(7,190.00)	(7,190.00)	0.00
1680 · Buildings & Improvements	3,841,944.36	3,885,906.59	(43,962.23)
1690 · Accum. Depr.-Buildings	(1,507,950.06)	(1,385,435.00)	(122,515.06)
1700 · Construction in Progress	0.00	0.00	0.00
4219 · Grant Restricted Expense	0.00	0.00	0.00
Total Fixed Assets	2,338,483.89	2,514,005.83	(175,521.94)
Other Assets			
1120 · Nodaway Valley Investments	391,195.48	345,211.93	45,983.55
1125 · Midwest Federal Certificate of	0.00	0.00	0.00
1130 · Mgt. Acct.-Commerce Trust	1,457,281.01	1,362,149.55	95,131.46
1135 · Management Account-M & I Bank	0.00	0.00	0.00
1140 · Allowance-Unrealized Gain (Loss	0.00	0.00	0.00
1800 · Oil Well Investment	27,265.53	27,265.53	0.00
1900 · Net Pension Asset	(34,745.00)	48,062.00	(82,807.00)
Total Other Assets	1,840,997.02	1,782,689.01	58,308.01
TOTAL ASSETS	**4,255,764.84**	**4,481,537.75**	**(225,772.91)**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			

St. Joseph Museums, Inc.
Statement of Financial Position
As of May 31, 2026

	May 31, 26	May 31, 25	$ Change
Accounts Payable			
2200 · Accounts Payable	(375.04)	(375.04)	0.00
Total Accounts Payable	(375.04)	(375.04)	0.00
Credit Cards			
Office Depot Credit Plan	0.00	0.00	0.00
5850-1 · PayPal Shipping	0.00	0.00	0.00
Total Credit Cards	0.00	0.00	0.00
Other Current Liabilities			
1111 · Memorial for Norman Klawuhn	0.00	0.00	0.00
1112 · Nodaway Valley Bank-LOC	0.00	0.00	0.00
1113 · Memorial for Hamilton Henderson	0.00	0.00	0.00
1114 · WTM Project	(238.11)	(238.11)	0.00
2000 · Payroll Liabilities	(5,510.88)	(4,903.08)	(607.80)
2120 · Accrued Salary/Vacation	11,280.35	11,280.35	0.00
2500 · Credit Line	0.00	0.00	0.00
4101 · SBA Loan 2020-2021	0.00	0.00	0.00
Total Other Current Liabilities	5,531.36	6,139.16	(607.80)
Total Current Liabilities	5,156.32	5,764.12	(607.80)
Total Liabilities	5,156.32	5,764.12	(607.80)
Equity			
30000 · Opening Bal Equity	333,206.29	328,065.22	5,141.07
32000 · Unrestricted Net Assets	4,056,590.34	4,165,975.46	(109,385.12)
Net Income	(139,188.11)	(18,267.05)	(120,921.06)
Total Equity	4,250,608.52	4,475,773.63	(225,165.11)
TOTAL LIABILITIES & EQUITY	**4,255,764.84**	**4,481,537.75**	**(225,772.91)**

Application for Service on Buchanan County Boards and Commissions

Stuber Health Clinic
Social Welfare Board/
Interview 5/13/26 @ 9:30

Buchanan County Commission
411 Jules St, Room 101
St. Joseph, MO. 64501
(816)271-1503

Name Tom Richmond

Residential Address 3210 Harbor View Drive City St Joseph State MO Zip 64506

Business Name Altec Occupation Retired

Business Address _____ City _____ State _____ Zip _____

Cell Phone 816-341-9278 Work Phone N/A

Email tomgrichmond@outlook.com

Which board would you like to serve on? Stuber Health Clinic Board

History of other board services.

Planning & Zoning - 3+ years
Mosaic Board
Pivotal Point Board
United Way Board
Valley Food Kitchen Board

Stuber Health Clinic Board

Explain briefly why you are seeking this position and identify any qualifications and your interests regarding service on this board.

I have served faithfully on the Board for 2 years. I have been in the community for 57 years, have a Chemical Engineering from the University of Missouri and worked for Altec in Operations Mgmt for 40 years. I believe in the mission of the Stuber Health Clinic and believe serving on the Mosaic Board of Directors has allowed me to support Healthy Communities. I truly am proud to serve on the Clinic Board

Do you or any related family member have any financial interest, directly or indirectly, in any contract or subcontract with Buchanan County? ☐ YES ☑ NO

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County Commission, Buchanan County, Missouri

STATE OF MISSOURI, }
County of Buchanan, } SS.

APRIL TERM, 2026

The County Commission of said County met in session on Friday, May 15, 2026, and conducted the following business:

The Buchanan County Commission hereby appoints Tom Richmond to continue to serve on the Stuber Health Clinic Board effective June 1, 2026 for a 3 year term, expiring May 31, 2029.

It is so ordered

Ron Hook
Western District Commissioner

Scott Nelson
Presiding Commissioner

Scott Burnham
Eastern District Commissioner

STATE OF MISSOURI, }
County of Buchanan, }

I, Mary Baack-Garvey, Clerk of the County Commission and for said County, hereby certify the above and foregoing to be a true copy of the proceedings of said County Commission, on the day and year above written, as the same appears of record, in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County Commission at office in the Courthouse in St. Joseph, MO.

Mary Baack-Garvey KS

Clerk County Commission

By Amy Hekel

Do you or does any related family member(s) have any other interest which might conflict or be perceived to conflict with your duty of loyalty to the interests of Buchanan County? ☐ YES ☑ NO

If so, identify the interest and the relationship

Are you related to any of the Buchanan County Commissioners? ☐ YES ☑ NO

If YES; how are you related _____

Are your Buchanan County taxes paid in full to date? ☑ YES ☐ NO

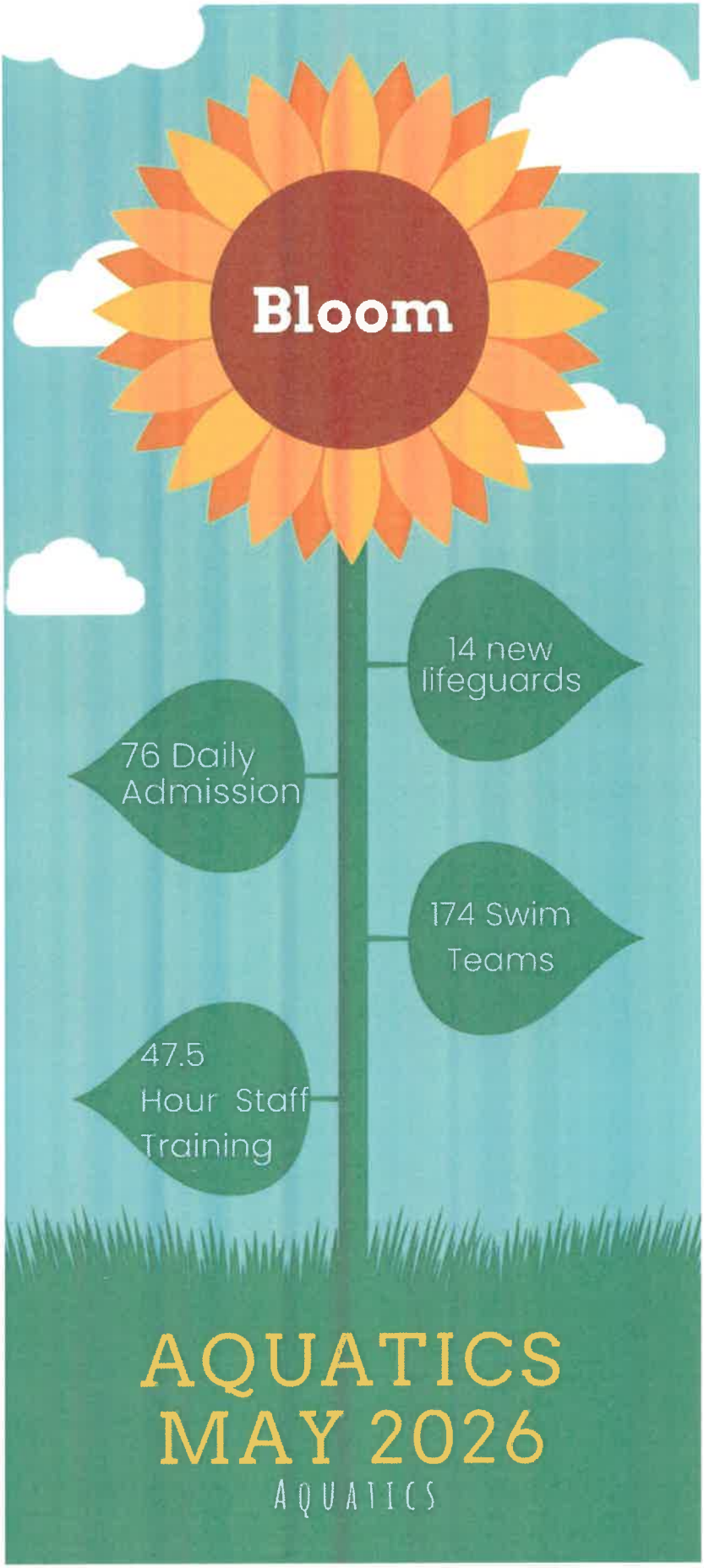
Some boards require candidates to declare political party affiliation. Please check one of the following:

- ☐ Democrat
- ☑ Republican
- ☑ Independent/Other
- ☐ Prefer not to answer

Please send application to Commission@buchmo.gov or mail:

Buchanan County Commission
411 Jules Room 101
St. Joseph MO 64501


Parks & Recreation Department
May
City Council Report
2026


Bloom
14 new lifeguards
76 Daily Admission
174 Swim Teams
47.5 Hour Staff Training
AQUATICS
MAY 2026
AQUATICS

Bode Ice Arena
May 2026

	Sessions Offered	Users
Public Admissions	2	39
Groups during Public	7	269
Private parties	1	29
City freestyle	9	114
Basic Skills	2	288
Hockey Development	1	38
	Total Users	777

***User indicates actual skaters and does not include other people in attendance**

- The SJFSC held their annual spring show May 1-3, 2026.
- Over 1,100 people enjoyed Cinderella on ice.
- Held a large figure skating club test session last week Bode was open.
- Adult League and Curling finished their respective seasons.
- Ended the year hosting 385 birthday parties during public sessions.
- Bode closed on May 15, 2026, and will reopen July 20, 2026.



Cinderella Show cast



Jenna Show

Fairview Golf Course
May 2026 Report

Monthly Round Information		
Daily	496	
Members	1100	
Total rounds of golf	**1596**	
Leagues	Day/Evening League	Cancelations
Legends Senior Events Bi-Weekly	2	0
Wednesday Men's League	4	0
Ladies 18 Hole Day League	4	0
Ladies 9 Hole FLAG Evening League	3	0
Corporate Leagues American Family, KCPL, Air Guard	4	0
High School Matches	0	0
Total tournament rounds included in rounds played above	**10**	**0**
Monthly Banquet Information		
Rentals	16	1
Catered/Bar events (cornhole league)	5	0
Room only events	11	0
Golf events w/food	0	0

- **Tournaments:** 10 **Total players:** 516 **Monthly Pro Shop Sales:** $12,831.72

- **Highlights and Issues:**
- Clubhouse hours are Monday-Friday, 7:00 a.m. to dark. The first tee time is 7:30 a.m.
- Tournament season is in full swing. We have tournaments booked every weekend thru August.

Joyce Raye Patterson
50+ ACTIVITY CENTER
FRIENDSHIP · FUN · FITNESS

MAY 2026 REPORT

MONTHLY STATS

3327	1798	531	244
Monthly Visits	Fitness Center	Fitness Classes	Game Groups
443	0	96	28
Daily Activities	Retired Groups	Dance Groups	Arts & Crafts
181	6	102.75	201
Other Groups	Volunteers	Volunteer Hours	Meals Served

Highlights

Elevator Project completed!

Low boy hot water heater was installed to replace 1993 unit.

Deep cleaned the entire facility during the elevator project.

Julie provided three presentations to outside groups.

Filled the Cooks Assistant position. Chrystal Hutcherson will start June 15, 2026.

A new volunteer started at the front desk. She will be volunteering on Tuesday afternoons.

Three summer employees from UCP started the last week of May and will be working as part of a job study with a supervisor through July 2.

Hosted our 3rd annual recreation fair with 26 different vendors who offer recreation, socialization, wellness, fitness, and volunteer opportunities in our region.

Challenges

Food Service Cook resigned. She is moving to an employer who pays more and where she can work more hours.

Three treadmills have damage to the handles. Two of the machines are newer but already have discontinued parts. Working with Push Pedal Pull to order the necessary parts to make repairs.

Memberships & Training

New Memberships Sold	3
Renewing Memberships Sold	2
New Paid Members Trained	1
Renewing Paid Members Trained	4
Renew Active Members Trained	0
Silver Sneakers Members Trained	0
Scholarship Members Trained	0

PARKS & RECREATION
CITY OF ST. JOSEPH, MISSOURI

Parks Maintenance
May 2026 Report

Monthly Highlights and Challenges:

- Daily playground checks, maintenance, and cleaning. Multiple repairs at playgrounds
- Daily maintain and repair park and ballfield bathrooms for the public
- Completed repairs on waterline throughout the parks with water features to get them ready for upcoming summer season
- City-wide trash removal
- Maintaining bike trails and making necessary repairs to get them ready for the trail bike community and hikers
- Multiple plumbing repairs at facilities
- Multiple tree and stump removals
- Continuing planting endeavors throughout the system
- Brush and trash pick-up along Parkway
- Multiple clean-ups of illegal dumping on the park system
- Brush pickup along the parkway
- Multiple clean-ups of illegal dumping in the park system
- Servicing mowing equipment for upcoming season
- Conducted interviews and onboarding of Full-time positions and part time seasonal workers
- Continuing fleet management efforts and getting retired vehicles and equipment ready to be sold
- Continuing the upkeep and maintenance of our ballfields for the season's games
- Officially all the water parks are OPEN for the summer season
- Clean up of homeless camps in various parks

REC CENTER

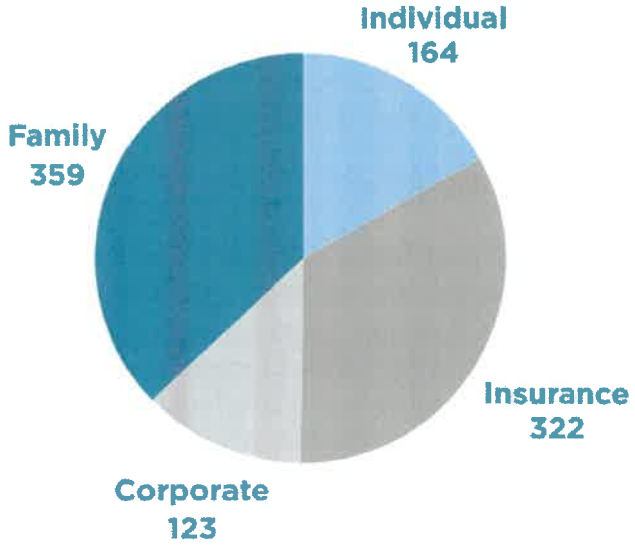
MAY 2026 REPORT

St. Joseph REC Center

USAGE

VISITS	TOTAL	DAILY AVERAGE
MEMBER VISITS	1207	45
24 HR. VISITS	1837	59
OPEN GYM	176	7
TRACK	46	2
FITNESS ROOM	22	2
CLASS	35	4
GATE	2163	361

MEMBERSHIP TYPES



HIGHLIGHTS

ACTIVE MEMBERSHIPS: 968

BASKETBALL PRACTICE: 11

VOLLEYBALL PRACTICE: 19

- We began our summer youth volleyball league
- We began hosting MO Family Sports for their summer youth basketball league
- We held our first End Of Season Palooza Adult Volleyball tournament

CHALLENGES

- We had some issues with plumbing that caused some backup which ruined part of the office flooring - had to replace the toilet in the fitness room bathroom to a power flush to try and help alleviate the issue.
- We had several contractors come out to give bids to replace the flooring but arent receiving many bids back.+

UPCOMING

- We will finish our summer youth volleyball league
- We will wrap up the summer session of youth basketball with MO Family Sports

PARKS & RECREATION
CITY OF ST. JOSEPH, MISSOURI

Recreation Programs & Athletic Facilities
May 2026

Monthly Program Highlights and Challenges:

Completed Events:

- Spring High School Sports Seasons
- Corby Pickleball Complex Grand Opening
- Adult softball leagues have begun to play
- Pony Express Pickleball Club league play has begun

Upcoming Events:

- USTA Yount Tennis events at Noyes Tennis Center
- Pony Express Baseball/Walk Off Wood Tournament
- 'Western Roundup' youth softball event sponsored by the St Joseph Sports Commission
- Adult Wood Bat baseball League season to begin
- Special Olympics area softball tournament
- American Legion baseball season at Bartlett Park



Grand Opening Corby Pickleball Courts



Mayor Playing Pickleball Grand Opening

WHAT'S HAPPENING IN THE PARKS!

MAY 2026

BARTLETT PARK

12 reservations

UPCOMING EVENTS

- Park Passport May 16-August 9
- St. Joe Fit May 31- August 8
- Story in a Park: June 4 @ Hyde Park at 11am
- National Parks & Rec Month: July Learn more on our Facebook page

HYDE PARK

Shelter #1	13 reservations
Shelter #2	8 reservations
Shelter #3	9 reservations
Shelter #4	7 reservations
Gazebo	7 reservations

MAY EVENTS

National Kids to a Park Day, May 16 @ Corby Pond 11am-2pm with MDC

Missouri Gaming Commission
State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period 4/1/2026 through 4/30/2026

Year beginning 4/1/2026

Gaming Date	Day	Admission Tax Remitted	GamingTax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of GamingTax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
St Jo Frontier HJ								
04/01/2026	Wednesday	$3,906.00	$28,047.44	$31,953.44	$1,953.00	$25,242.70	$2,804.74	$4,757.74
04/02/2026	Thursday	$4,956.00	$37,819.15	$42,775.15	$2,478.00	$34,037.24	$3,781.91	$6,259.91
04/03/2026	Friday	$5,386.00	$48,003.01	$53,389.01	$2,693.00	$43,202.71	$4,800.30	$7,493.30
04/04/2026	Saturday	$5,936.00	$40,323.11	$46,259.11	$2,968.00	$36,290.80	$4,032.31	$7,000.31
04/05/2026	Sunday	$3,972.00	$32,877.19	$36,849.19	$1,986.00	$29,589.47	$3,287.72	$5,273.72
04/06/2026	Monday	$2,344.00	$22,609.43	$24,953.43	$1,172.00	$20,348.49	$2,260.94	$3,432.94
04/07/2026	Tuesday	$2,498.00	$22,352.96	$24,850.96	$1,249.00	$20,117.66	$2,235.30	$3,484.30
04/08/2026	Wednesday	$3,798.00	$29,581.90	$33,379.90	$1,899.00	$26,623.71	$2,958.19	$4,857.19
04/09/2026	Thursday	$3,700.00	$26,409.30	$30,109.30	$1,850.00	$23,768.37	$2,640.93	$4,490.93
04/10/2026	Friday	$5,278.00	$28,441.04	$33,719.04	$2,639.00	$25,596.94	$2,844.10	$5,483.10
04/11/2026	Saturday	$5,544.00	$41,510.97	$47,054.97	$2,772.00	$37,359.87	$4,151.10	$6,923.10
04/12/2026	Sunday	$4,012.00	$36,001.61	$40,013.61	$2,006.00	$32,401.45	$3,600.16	$5,606.16
04/13/2026	Monday	$2,034.00	$13,383.68	$15,417.68	$1,017.00	$12,045.31	$1,338.37	$2,355.37
04/14/2026	Tuesday	$2,038.00	$14,849.19	$16,887.19	$1,019.00	$13,364.27	$1,484.92	$2,503.92
04/15/2026	Wednesday	$3,068.00	$25,810.73	$28,878.73	$1,534.00	$23,229.66	$2,581.07	$4,115.07
04/16/2026	Thursday	$3,920.00	$17,467.71	$21,387.71	$1,960.00	$15,720.94	$1,746.77	$3,706.77
04/17/2026	Friday	$4,366.00	$33,230.94	$37,596.94	$2,183.00	$29,907.85	$3,323.09	$5,506.09
04/18/2026	Saturday	$5,622.00	$41,681.47	$47,303.47	$2,811.00	$37,513.32	$4,168.15	$6,979.15
04/19/2026	Sunday	$2,962.00	$19,880.27	$22,842.27	$1,481.00	$17,892.24	$1,988.03	$3,469.03
04/20/2026	Monday	$2,068.00	$14,725.53	$16,793.53	$1,034.00	$13,252.98	$1,472.55	$2,506.55
04/21/2026	Tuesday	$2,232.00	$21,018.93	$23,250.93	$1,116.00	$18,917.04	$2,101.89	$3,217.89
04/22/2026	Wednesday	$4,228.00	$33,191.70	$37,419.70	$2,114.00	$29,872.53	$3,319.17	$5,433.17
04/23/2026	Thursday	$3,600.00	$20,211.54	$23,811.54	$1,800.00	$18,190.39	$2,021.15	$3,821.15
04/24/2026	Friday	$5,144.00	$38,693.84	$43,837.84	$2,572.00	$34,824.46	$3,869.38	$6,441.38
04/25/2026	Saturday	$4,752.00	$39,355.70	$44,107.70	$2,376.00	$35,420.13	$3,935.57	$6,311.57
04/26/2026	Sunday	$2,820.00	$22,147.39	$24,967.39	$1,410.00	$19,932.65	$2,214.74	$3,624.74
04/27/2026	Monday	$2,068.00	$16,621.94	$18,689.94	$1,034.00	$14,959.75	$1,662.19	$2,696.19
04/28/2026	Tuesday	$3,142.00	$23,705.47	$26,847.47	$1,571.00	$21,334.92	$2,370.55	$3,941.55
04/29/2026	Wednesday	$3,450.00	$23,124.59	$26,574.59	$1,725.00	$20,812.13	$2,312.46	$4,037.46
04/30/2026	Thursday	$4,390.00	$34,402.18	$38,792.18	$2,195.00	$30,961.96	$3,440.22	$5,635.22
	Casino Report Totals:	$113,234.00	$847,479.91	$960,713.91	$56,617.00	$762,731.94	$84,747.97	$141,364.97
	Casino YTD Totals:	$113,234.00	$847,479.91	$960,713.91	$56,617.00	$762,731.92	$84,747.99	$141,364.99

Grand Totals - All Casinos Reporting

Report Totals - All Casinos:	$4,678,678.00	$35,893,343.56	$40,572,021.56	$2,339,339.00	$32,304,009.41	$3,589,334.15	$5,928,673.15
YTD Totals - All Casinos:	$4,678,678.00	$35,893,343.56	$40,572,021.56	$2,339,339.00	$32,304,009.20	$3,589,334.36	$5,928,673.36

*Note : The figures contained in this report may be subject to adjustment.

Wide Area Progressive Jackpot Contribution Reported as Manual Jackpot on Third Saturday of Month

Missouri Gaming Commission
State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period 5/1/2026 through 5/31/2026

Year beginning 5/1/2026

Gaming Date	Day	Admission Tax Remitted	GamingTax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of GamingTax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
St Jo Frontier HJ								
05/01/2026	Friday	$5,208.00	$40,995.64	$46,203.64	$2,604.00	$36,896.08	$4,099.56	$6,703.56
05/02/2026	Saturday	$5,360.00	$35,834.56	$41,194.56	$2,680.00	$32,251.10	$3,583.46	$6,263.46
05/03/2026	Sunday	$3,520.00	$26,303.33	$29,823.33	$1,760.00	$23,673.00	$2,630.33	$4,390.33
05/04/2026	Monday	$2,452.00	$15,735.57	$18,187.57	$1,226.00	$14,162.01	$1,573.56	$2,799.56
05/05/2026	Tuesday	$3,262.00	$20,214.10	$23,476.10	$1,631.00	$18,192.69	$2,021.41	$3,652.41
05/06/2026	Wednesday	$3,808.00	$30,689.51	$34,497.51	$1,904.00	$27,620.56	$3,068.95	$4,972.95
05/07/2026	Thursday	$3,708.00	$23,056.94	$26,764.94	$1,854.00	$20,751.25	$2,305.69	$4,159.69
05/08/2026	Friday	$5,574.00	$36,087.03	$41,661.03	$2,787.00	$32,478.33	$3,608.70	$6,395.70
05/09/2026	Saturday	$5,074.00	$40,059.93	$45,133.93	$2,537.00	$36,053.94	$4,005.99	$6,542.99
05/10/2026	Sunday	$5,328.00	$35,530.02	$40,858.02	$2,664.00	$31,977.02	$3,553.00	$6,217.00
05/11/2026	Monday	$1,960.00	$21,076.85	$23,036.85	$980.00	$18,969.17	$2,107.68	$3,087.68
05/12/2026	Tuesday	$2,366.00	$21,379.92	$23,745.92	$1,183.00	$19,241.93	$2,137.99	$3,320.99
05/13/2026	Wednesday	$3,526.00	$10,980.10	$14,506.10	$1,763.00	$9,882.09	$1,098.01	$2,861.01
05/14/2026	Thursday	$3,590.00	$26,803.60	$30,393.60	$1,795.00	$24,123.24	$2,680.36	$4,475.36
05/15/2026	Friday	$4,830.00	$35,604.24	$40,434.24	$2,415.00	$32,043.82	$3,560.42	$5,975.42
05/16/2026	Saturday	$4,712.00	$32,349.13	$37,061.13	$2,356.00	$29,114.22	$3,234.91	$5,590.91
05/17/2026	Sunday	$3,520.00	$24,213.50	$27,733.50	$1,760.00	$21,792.15	$2,421.35	$4,181.35
05/18/2026	Monday	$1,952.00	$15,417.10	$17,369.10	$976.00	$13,875.39	$1,541.71	$2,517.71
05/19/2026	Tuesday	$2,508.00	$22,573.17	$25,081.17	$1,254.00	$20,315.85	$2,257.32	$3,511.32
05/20/2026	Wednesday	$3,964.00	$30,111.92	$34,075.92	$1,982.00	$27,100.73	$3,011.19	$4,993.19
05/21/2026	Thursday	$4,156.00	$34,147.82	$38,303.82	$2,078.00	$30,733.04	$3,414.78	$5,492.78
05/22/2026	Friday	$5,586.00	$49,518.53	$55,104.53	$2,793.00	$44,566.68	$4,951.85	$7,744.85
05/23/2026	Saturday	$5,326.00	$40,878.57	$46,204.57	$2,663.00	$36,790.71	$4,087.86	$6,750.86
05/24/2026	Sunday	$3,986.00	$30,626.20	$34,612.20	$1,993.00	$27,563.58	$3,062.62	$5,055.62
05/25/2026	Monday	$3,008.00	$23,981.94	$26,989.94	$1,504.00	$21,583.75	$2,398.19	$3,902.19
05/26/2026	Tuesday	$3,102.00	$18,812.43	$21,914.43	$1,551.00	$16,931.19	$1,881.24	$3,432.24
05/27/2026	Wednesday	$3,338.00	$27,682.84	$31,020.84	$1,669.00	$24,914.56	$2,768.28	$4,437.28
05/28/2026	Thursday	$3,984.00	$17,142.05	$21,126.05	$1,992.00	$15,427.85	$1,714.20	$3,706.20
05/29/2026	Friday	$5,646.00	$38,019.99	$43,665.99	$2,823.00	$34,217.99	$3,802.00	$6,625.00
05/30/2026	Saturday	$5,738.00	$41,476.98	$47,214.98	$2,869.00	$37,329.28	$4,147.70	$7,016.70
05/31/2026	Sunday	$3,946.00	$26,563.90	$30,509.90	$1,973.00	$23,907.51	$2,656.39	$4,629.39
Casino Report Totals:		$124,038.00	$893,867.41	$1,017,905.41	$62,019.00	$804,480.71	$89,386.70	$151,405.70
Casino YTD Totals:		$124,038.00	$893,867.41	$1,017,905.41	$62,019.00	$804,480.67	$89,386.74	$151,405.74

Grand Totals - All Casinos Reporting

Report Totals - All Casinos:	$5,047,208.00	$38,486,806.92	$43,534,014.92	$2,523,604.00	$34,638,126.45	$3,848,680.47	$6,372,284.47
YTD Totals - All Casinos:	$5,047,208.00	$38,486,806.92	$43,534,014.92	$2,523,604.00	$34,638,126.24	$3,848,680.68	$6,372,284.68

*Note : The figures contained in this report may be subject to adjustment.

Wide Area Progressive Jackpot Contribution Reported as Manual Jackpot on Third Saturday of Month

Lindsey Bachman
2024 Lovers Lane
St. Joseph, MO 64505

Mayor Larry Miller
City of St. Joseph, MO
1100 Frederick Ave
St. Joseph, MO 64501

June 11, 2026

RE: RESIGNATION FROM ZONING BOARD OF ADJUSTMENT

Dear Mayor Miller, City Councilmembers, and Fellow Members of the Zoning Board of Adjustment:

Please accept this letter as my resignation from the City of St. Joseph Zoning Board of Adjustment, effective immediately.

This resignation is solely the result of my family's upcoming relocation to Washington, DC for a new professional opportunity. St. Joseph is a special community, and I wish the Board and City leadership continued success in the important work ahead.

With sincere appreciation,

Lindsey Bachman

Bi-Monthly Board Meeting
St. Joseph Museums, Inc.
3406 Frederick Avenue
St. Joseph, Missouri 64506
In Person and via Zoom
May 21, 2026– 4:00 p.m.

2026 JUN 15 PM 2:42 CITY CLERK

1) **Call to Order**
President Gary Wilkinson called the meeting to order at 4:03 p.m.

   a. **Trustees Present:** Gary Wilkinson; Chares Schwichtenberg; Lance Rich; Hannah Parks; Kathy Tootle-Ames; Donna Jean Boyer; Drew Brown; Dr. Angela Haas; Susan Kimberlin; Jackie Lewin; Emily Lindsay; Michelle Schaup, Shirley Ward-Major; Marshall White; and Tona Williams

   b. **Trustees Absent:** Scott Clark; Israel Alejandro Garcia Garcia; Paul Gatewood; Dr. Abha Havaldar; Steve McCamy; JD Soil; and Randy Schultz

   c. **Also Present:** Executive Director Sara Wilson; Financial Services Administrator Anita Sontheimer; Membership/Visitor Services Delores Rockett; and Diane Waddell

2) **Approval of March 19, 2026, Bi-Monthly Board Minutes, and April 16, 2026, Executive/Finance Committee Minutes**
Gary Wilkinson stated that the minutes of March 19, 2026, Bi-Monthly Board Meeting and the April 16, 2026, Executive/Finance Committee was emailed and made available for the trustees.

Drew Brown made a motion to accept March 19. 2026 Bi-Monthly Board Minutes and April 16, 2026, Executive/Finance Committee Minutes as written. Marshall White seconded the motion and the motion passed unanimously.

3) **Financial Reports -Sara Wilson and Hannah Parks**
Rentals revenue reached $8,805, showing significant increase over last year with focused efforts from Jerred Hardin
Tax receipts now distributed monthly at approximately $30,000 per month from the city, improving financial stability
Membership dues at $37,232, meeting the annual budget of $37,000
Admissions exceeded budget by $2,666
Gift shop sales reported at $76,264 but actual figure is estimated at $13,500 below budget due to misclassified Missouri Humanities Council funds
Frederick Avenue utilities at $9,268, over budget due to solar panels being non-operational for four months
Investment returns: $101,147 year-to-date, compared to $55,000 at same time last year
Salary savings of approximately $32,000 compared to previous year due to staff restructuring
Operational deficit is ongoing despite positive investment performance

Discussion followed.

4) **Financial Services Update-**
Anita Sonthimer's retirement scheduled for June 5
   - Zachary Grier was hired as replacement, starting Tuesday, May 26, 2026
   - Zachary is currently employed at local bank, previously gave two weeks' notice. Zach's strengths include technological savvy and videography skills. Delores Rockett assumed membership duties from Anita, as well as responsible for meeting minutes, agendas, and related administrative tasks

Implementing new accounting program integrated with salesforce.com and bill.com for automated bill payment and receivables
   - AI coding system handling approximately 90% of bill processing work

- Initial data sync between bill.com and QuickBooks revealed approximately 20 old invoice errors requiring manual correction
- 90% of sync errors already resolved, with 3-4 remaining to fix
- Charles assisting with system setup and overtime work
- New access granted to Director, Charles (board CPA), third-party accountant, and new financial services staff for shared QuickBooks visibility

5) **Committee Reports-**

Building & Grounds Committee-Sara Wilson

Sara Wilson reported the following:

- Met with Steve McCamy regarding Hillyard storage facility
- Off-site storage needs approximately 10,000 square feet for furniture and bag storage
- Architect consulted and walked the property
- Proposal range: $3,000-$5,000 for initial architectural drawings
- Plans to present concept at annual meeting on July 2, ahead of 100th anniversary
- Existing plans from Clark Hampton era reviewed as reference
- Options requested: conservative single-building storage versus full museum entrance with additional features
- Steve McCamy and Larry Singer volunteer to assist with planning process

Black Archives Museum and Juneteenth Celebration Committees-Gary Wilkinson

- Juneteenth play at Missouri Western scheduled for June 13-14 at 6:00 PM and 5:30 PM respectively
- Juneteenth Gala at Bartlett Center on June 19 at 5:30 PM
- Juneteenth parade on June 20 as final event for St. Joseph Museums before Midtown Initiative transition

Funding/Social Events Committee-Lance Rich

Lance Rich reported the following:

- Wyeth-Tootle Mansion renovations are progressing with grooms' rooms now open for weddings
- Murder Bus tour repeated in July with 127 tickets already sold
- Murder at the Asylum event on July 2 needing additional ticket sales
- Rewind fundraiser themed "Time Traveling to the Frog Hop" scheduled with approximately 100 tickets sold
- Goal to sell additional 20 tickets; several board members still need to purchase
- Sponsorship goal of $10,000 already achieved
- Cape Cod trip in August already capped, second trip added
- Glore After Hours events planned in conjunction with World Cup activities
- Annual membership meeting on July 2
- Historic pipe organ tour planned for October 24 with grant from Morton Foundation

Membership Committee-Hannah Parks

Hannah Parks reported the following:

- 230 active members currently
- Breakdown by tier: 49 NARM members, 23 sponsors, 10 historians, 8 curators, 2 community business sponsors, 4 career business sponsors, 2 director business sponsors
- Member exclusive event scheduled for tonight with additional events planned for July, September, and November
- Membership drives ongoing at all major events

Programming Committee-Shirley Ward-Major and Emily Lindsay

Shirley Ward-Major reported the following:

- Emotional Toolbox program ongoing
- Native American beading workshop scheduled with YWCA in June
- Psychology social hour featuring Michael Uram (via Zoom) on psychosomatic disorders with follow-up mini course
- Early Learning Center transitioning from 5 days/full day to 4 days/half day
- Forensic workshop scheduled for Nebraska advanced students
- Grants received for organ crawl and Early Learning Center supplies
- Teen engagement initiatives including reading area at Wyeth-Tootle Mansion requiring clean pillows and blankets
- High school volunteer recruitment planned for beginning of school year
- New Jewish history exhibit created by Lafayette students under Brooke Rich's direction, receiving strong media response
- Scanning of Eckel Collection ongoing with presentation planned by Sarah Ben-Ezra

Collection Committee-Angela Haas
Angela Haas reported the following:

- Buffalo head mount received and installed
- Time capsule from City Hall accepted
- Eckel Collection scanning project ongoing
- NAGPRA compliance matters addressed at previous meeting

Donation lists dated February 27 and April 3, 2026. Angela Haas made the motion to approve. Lance Rich seconded it. It was approved.

Marshall White has donated a printer's wood block of Abraham Lincoln.

6) **Report of the Executive Director-Sara Wilson**
Sara Wilson reported the following:
   - 100th anniversary committee to meet at 3:00 PM following initial scheduling discussion
   - Return to Work volunteer program averaging over 5 participants with strong performance
   - Three summer interns currently assisting, potential for two additional interns
   - Mayor attended recent executive committee meeting
   - City contract discussion: one-year rollover option under consideration, longer five-year contract to be pursued next year
   - Mayor expressed interest in bringing grandchildren and serving as city liaison
   - Sarah Ben-Ezra successfully wrote grants from Junior League for ELC, and Missouri Humanities Council for St. Joseph curriculum development

7) **Report of the President-Gary Wilkinson**
Gary Wilkinson will let us know who the representatives will be for the City Council.

8) **Old Business**
No Old Business

9) **New Business**
No New Business

10) **Adjourn**
The meeting adjourned at 4:46 pm

Respectfully Submitted

Delores Rockett, Membership/Visitor Services
St. Joseph Museum, Inc.