NOTICE OF MEETING
City Council

Regular Meeting – Monday, July 6, 2026 – 5:30 PM
City Hall – 1100 Frederick Avenue

Council Seating Arrangement

Mike Schumacher City Manager	Larry Miller Mayor	Kaycee Garton City Clerk

Councilmembers
Marty Novak (At Large)
Randy Schultz (At Large)
Andrew Trout (3rd District)
Gary Wilkinson (At Large)

Councilmembers
Collin Clibon (At Large)
Madison Davis (1st District)
Jason Eslinger (2nd District)
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 22, 2026, at 5:30 p.m., as transcribed by the City Clerk.

SPECIAL RECOGNITIONS:

2. Parks & Recreation Proclamation

3. Key to the City - Lori Frederick

4. Key to the City - Scott Koch

5. Key to the City - Perry Hughes

ACCEPTANCE OF AGENDA:

6. Motion to accept the Agenda as published.

PUBLIC HEARING:

7. None.

CONSENT AGENDA:

8. Motion to accept the Consent Agenda.

NOMINATIONS AND APPOINTMENTS:

9. None.

BILLS FOR PASSAGE:

10. **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.

11. **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.

12. **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.

13. **BILL # 174-26**

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

14. **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.

RESOLUTIONS FOR ADOPTION:

15. **BILL # 176-26**
A RESOLUTION AUTHORIZING THE EXECUTION OF A HOUSING REHABILITATION CONTRACT WITH JOSEPH EWING (OWNER) AND MAKESHIA STONE (OWNER); AND

SUPERIOR EXTERIORS OF NORTHWEST MISSOURI, LLC (CONTRACTOR) FOR A HOUSING REHABILITATION PROJECT AT 2213 AGENCY ROAD FOR A TOTAL AMOUNT NOT TO EXCEED $34,463.00.

16. **BILL # 177-26**
A RESOLUTION AUTHORIZING THE PURCHASE OF REPAIR SERVICES FOR THE INTERMEDIATE PUMP STATION VERTICAL TURBINE PUMP MOTOR AT THE WATER PROTECTION FACILITY FROM INDEPENDENT ELECTRIC MACHINERY COMPANY FOR USE BY THE WATER PROTECTION DIVISION IN THE AMOUNT OF $64,802.00.

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

NOMINATIONS & APPOINTMENTS:

17. None.

BILLS FOR PASSAGE:

18. None.

EMERGENCY BILLS FOR PASSAGE:

19. None.

RESOLUTIONS FOR ADOPTION:

20. None.

BILLS FOR FIRST READING:

21. **BILL # 178-26**
AN ORDINANCE AUTHORIZING A LAND LEASE RENEWAL WITH THE UNITED STATES OF AMERICA FOR THE USE OF 190 ACRES, LOCATED AT ROSECRANS MEMORIAL AIRPORT TO BE USED AS A DROP ZONE BY THE MISSOURI AIR NATIONAL GUARD.

22. **BILL # 179-26**
AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF PAYMENT FROM MOSAIC LIFE CARE FOR FUTURE PROFESSIONAL SERVICE COSTS ASSOCIATED WITH THE DEVELOPMENT OF THE MOSAIC CARDIAC CENTER OF EXCELLENCE TO BE LOCATED ON THE MOSAIC LIFE CARE CAMPUS AT 5325 FARAON STREET; AN AMENDMENT TO THE GENERAL FUND PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT BUDGET TO ALLOCATE THE FUNDS RECEIVED; AND EXECUTION OF A STATEMENT OF WORK NO. 15 WITH GEORGE BUTLER & ASSOCIATES, INC. FOR PLAN REVIEW SERVICES ALL IN THE AMOUNT OF $42,217.00.

23. **BILL # 180-26**
AN ORDINANCE GRANTING ADDITIONAL PARKING SPACES ONTO SOUTHWEST PARKWAY BETWEEN FLEEMAN STREET AND MASON ROAD AS REQUESTED BY THE ST. JOSEPH SCHOOL DISTRICT.

24. **BILL # 181-26**
AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WESTERN RECEPTION, DIAGNOSTIC AND CORRECTIONAL CENTER TO PARTICIPATE IN THE SUPERVISED WORK RELEASE PROGRAM.

REPORTS OF BOARDS & COMMISSIONS:

25. Filed 6/17/26: Minutes of the Housing Authority meeting held May 21, 2026, at 4:00 p.m., at the Housing Authority Office, 2902 South 36th Street.

26. Filed 6/24/26: Minutes of the Senior Citizen Foundation, Inc. Board meeting held May 19, 2026 at 3:00 p.m., at the Joyce Raye Patterson 50+ Activity Center, 100 South 10th Street.

27. Filed 6/26/26: Minutes of the Planning Commission meeting held May 28, 2026 at 5:30 p.m., in the Council Chambers at City Hall.

WORK SESSION MINUTES - CITY CLERK'S OFFICE:

28. Filed 6/30/26: Minutes of the City Council Work Session held June 22, 2026, at 4:00pm, in the Fourth Floor Conference Room at City Hall.

REPORTS & RECOMMENDATIONS OF THE CITY MANAGER:

29. None.

DELEGATIONS, PETITIONS:

30. None.

COMMUNICATIONS:

31. Filed 6/23/26: Minutes of the St. Joseph Museums Black Archives Museum Committee meeting held June 2, 2026, at 3:30pm, at St. Joseph Museums, 3406 Frederick Avenue.

32. Filed 6/29/26: Minutes of the St. Joseph Museums Funding-Social Events Committee meeting held June 11, 2026, at 4:00pm, at St. Joseph Museums, 3406 Frederick Avenue.

33. Filed 6/29/26: Minutes of the St. Joseph Museums Membership Committee meeting held May 14, 2026, at 3:00pm, at St. Joseph Museums, 3406 Frederick Avenue.

34. Filed 6/29/26: Minutes of the St. Joseph Museums Exhibitions Committee meeting held

June 3, 2026, at 1:00pm, at the Wyeth Tootle Mansion, 1100 Charles Street.

35. Filed 6/30/26: Janie Obermier resignation from Senior Citizen Inc. Board effective June 30, 2026.

36. Filed 6/30/26: Gene Egbert resignation from Senior Citizen Inc. Board effective June 30, 2026.

OTHER BUSINESS:

37. 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 22, 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	(5-1)
	Councilmember Collin Clibon	(6-0)
	Councilmember Madison Davis	(6-0)
	Councilmember Jason Eslinger	(6-0)
	Councilmember Russell Moore	(6-0)
	Councilmember Marty Novak	(6-0)
	Councilmember Randy Schultz	(5-1)
	Councilmember Andy Trout	(5-1)
	Councilmember Gary Wilkinson	(6-0)
Members absent:	None.	

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

Also present were City Manager Mike Schumacher, City Attorneys Josh Emberton and Jason Soper, 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, Human Resources Director Amy Cohorst, Parks & Recreation Director Jeff Atkins, Civic Facilities Director Mary Robertson, 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, Executive Admin. Asst. Jacy Brooks, Business Liaison Heidi Eggers, Controller Rich Karleskint, and Civic Facilities Manager Tyson Lucas.

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 22, 2026, at 5:30pm. The meeting was called to order at 5:31pm 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 June 8, 2026, at 5:30 p.m., as transcrib by the City Clerk.

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

SPECIAL RECOGNITIONS:

2. Key to the City - Richard Shelton

   Mayor Miller presented a "Key to the City" to retiring Police Report Specialist, Richard Shelton.

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, Trout, Wilkinson--9.

PUBLIC HEARING:

4. None.

CONSENT AGENDA:

5. Motion to accept the Consent Agenda.

   It was moved by Councilmember Davis and seconded by Councilmember Novak that all items on the Consent Agenda be passed, except Bill #44-26, which was removed from the Consent Agenda to be amended before passage, and Bill #155-26 and #160-26, which were removed from the Consent Agenda for comments. Motion carried. Ayes, Clibon, Davis, Eslinger, Miller, Moore, Novak, Schultz, Trout, Wilkinson --9.

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.

   Approved.

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.

   Approved.

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.

   Approved.

BILLS FOR PASSAGE:

9. **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, having been read the first time on June 8, 2026, was read the second time and passed.
   G.O 3156

10. **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, having been read the first time on June 8, 2026, was read the second time and passed.
    S.O. 10826

11. **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, having been read the first time on June 8, 2026, was read the second time and passed.
    S.O. 10827

12. **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, having been read the first time on June 8, 2026, was read the second time and passed.
S.O. 10828

13. **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, having been read the first time on June 8, 2026, was read the second time and passed.
S.O. 10829

14. **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, having been read the first time on June 8, 2026, was read the second time and passed.
S.O. 10830

15. **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, having been read the first time on June 8, 2026, was read the second time and passed.
S.O. 10831

16. **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, having been read the first time on June 8, 2026, was read the second time and passed.
S.O. 10832

17. **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, having been read the first time on June 8, 2026, was read the second time and passed.
S.O. 10833

RESOLUTIONS FOR ADOPTION:

18. **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.

The resolution was read and adopted.
Resolution No. 5668

19. **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.

The resolution was read and adopted.
Resolution No. 5669

20. **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.

The resolution was read and adopted.
Resolution No. 5670

21. **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.

The resolution was read and adopted.
Resolution No. 5671

22. **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.

The resolution was read and adopted.
Resolution No. 5672

23. **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.

The resolution was read and adopted.
Resolution No. 5673

24. **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.

The resolution was read and adopted.
Resolution No. 5674

25. **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.

The resolution was read and adopted.
Resolution No. 5675

26. **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.

The resolution was read and adopted.
Resolution No. 5676

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

NOMINATIONS & APPOINTMENTS:

27. None.

BILLS FOR PASSAGE:

28. **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."

It was moved by Councilmember Eslinger and seconded by Councilmember Davis that Bill #44-26 be amended before consideration for passage by replacing "typically by providing such individuals with one-way bus tickets" with "regardless of whether such person has any connection to the location" in the first Whereas section of the ordinance. Motion carried.

The ordinance, having been read the first time on June 8, 2026, was read the second time and passed. Ayes, Davis, Eslinger, Miller, Novak, Schultz--5. Nays, Clibon, Moore, Trout, Wilkinson--4.
G.O 3157

29. **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, having been read the first time on June 8, 2026, was read the second time and passed. Ayes, Clibon, Davis, Eslinger, Miller, Novak, Schultz, Trout, Wilkinson--8. Nays, Moore--1.
S.O. 10834

30. **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, having been read the first time on June 8, 2026, was read the second time and passed. Ayes, Clibon, Davis, Eslinger, Miller, Moore, Novak, Schultz, Trout--8. Nays, Wilkinson--1.
S.O. 10835

<u>EMERGENCY BILLS FOR PASSAGE:</u>

31. None.

<u>RESOLUTIONS FOR ADOPTION:</u>

32. None.

BILLS FOR FIRST READING:

33. **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.

The ordinance was introduced and read the first time.

34. **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.

The ordinance was introduced and read the first time.

35. **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 S JOSEPH.

The ordinance was introduced and read the first time.

36. **BILL # 174-26**

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

The ordinance was introduced and read the first time.

37. **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.

The ordinance was introduced and read the first time.

REPORTS OF BOARDS & COMMISSIONS:

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

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

WORK SESSION MINUTES - CITY CLERK'S OFFICE:

44. 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:

45. None.

DELEGATIONS, PETITIONS:

46. None.

COMMUNICATIONS:

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

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

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

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

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

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

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

54. 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:

55. City Manager's Report.

Nothing to report.

PUBLIC COMMENT:

Bill #44-26:

- Rachael Martin (2724 N. Pass) Executive Director of Community Missions. Expressed her concerns with the ordinance due to St. Joseph serving as a regional hub for many surrounding rural communities who do not have services for homeless individuals.

- Brandon Johnson (1137 Frederick Ave.) Chair of the Human Rights Commission. Expressed his concerns with the ordinance. He noted some challenges that will come along with the ordinance.
- Erik McGuire (1714 Dewey Ave.) Vice-Chair of the Human Rights Commission. Expressed his concern with the ordinance. He noted the constitutional right to travel. He questioned bus routes running to and from St. Joseph.
- Tracy Gillespie (1823 Clay St.) expressed his concerns with the ordinance. He asked that Council rethink the bill.

Bill #160-26:

- Nancy Kelly (2837 Renick St.) expressed her concerns regarding the city not having any pools but subsidizing the YMCA and MWSU pools. She was also concerned with operating hours.

Public Comment:

- Jason Adolphson (1116 Olive St.) spoke about genetic testing and submitting his DNA for a scientific study.
- Steve Hofferber (605 N. 11th St.) expressed opposition regarding the proposed Data Center.
- Veronica Hupp (4006 N. 39th Ct.) expressed opposition regarding the proposed Data Center.
- Manuel Vega (2302 Goff Ave.) expressed opposition regarding the proposed Data Center.
- Tammy Bergland (5304 Pickett Rd.) expressed opposition regarding the proposed Data Center.
- James Weidinger (4614 Iris Ave.) expressed that he hopes Council will demand further information before making any decisions regarding the proposed Data Center.
- Jason Ingram (6806 Carnegie St.) expressed opposition regarding the proposed Data Center.
- Nancy Kelly (2837 Renick St.) expressed her concerns over St. Joseph Transit and St. Joseph Museums being closed on holidays.

ADJOURN:

By general consent, the City Council adjourned.

The meeting adjourned at 06:48 PM.

Kaycee Garton

Minutes transcribed by Kaycee Garton, City Clerk

SPECIAL **Ordinance No.**

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: July 6, 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

Table of Contents

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

Taxing Jurisdiction	2025 Tax Rate per $100 of AV	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
2025 Assessed Value of Existing Real Property*		**$ 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%**	
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)

Taxing Jurisdiction	2025 Tax Rate per $100 of AV	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Estimated Assessed Value of Real Property Project Improvements (excludes Existing Real Property)		**$ 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**	
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.

	Est. Appraised Value	Estimated Assessed Value of Real Property Project Improvements									
		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

Taxing Jurisdiction	2025 Tax Rate per $100 of AV	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Estimated Assessed Value of Real Property Project Improvements (excludes Existing Real Property)		**$ 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%**	
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

	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
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)

Taxing Jurisdiction	2025 Tax Rate per $100 of AV	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Estimated Assessed Value of Project Equipment		**$ 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**	
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

Taxing Jurisdiction	2025 Tax Rate per $100 of AV	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Estimated Assessed Value of Project Equipment Acquired in 2026		**$ 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%**	
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

Taxing Jurisdiction	2025 Tax Rate per $100 of AV	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
Estimated Assessed Value of Project Equipment Acquired in 2026		**$ 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%**	
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

______________________	By: ____________________________________
Date	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;
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> (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: July 6, 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

City of St. Joseph Missouri

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. St Joe, MO. 64507
4. a. **Phone** (816) 558-1166 b. **Email***
5. a. **Signature** [signature] b. **Date** 4-9-26

B. PROPOSED CONDITIONAL USE PERMIT LOCATION

1. **Street Address:** 1201 Garfield Ave.
2. **Requested Use:** Car Dealer Ship
3. **Brief Description of Request:** Car Dealer ship

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 Number: 26-3294
Invoice Date: April 9, 2026
Account Number: 1094655586

Invoice Questions?
Phone: 816.271.4642

INVOICE

Bill To:

LLA AUTO SALES LLC

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

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 Dealer Ship At 1201 Garfied Ave Saint Joseph mo 64503 with around 10-15 car's at atime If you have any question's you can Reach me at 816 538-0229

LLA Auto Sales LLC

Jonathan Hockaday


Total 187.34 ft
187.34 ft
189.50 ft
Total 185.56 ft
187.49 ft
Total 187.49 ft
0 50 100ft

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

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 816-279-1651
(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: 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: July 6, 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.

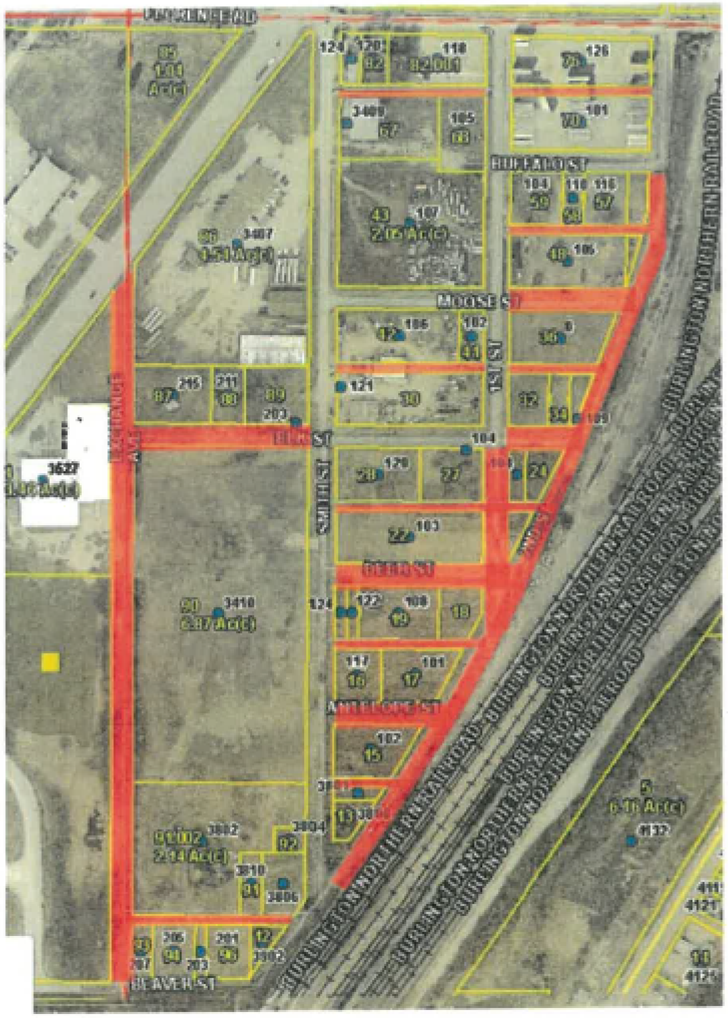
Remarks: The attached request is for approval of the vacation of several streets and alleys in the area east of Stockyards Expressway and south of Florence Road. The City of St. Joseph is requesting the vacation of these disused and under maintained streets and alleys. The vacation of the alley will 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

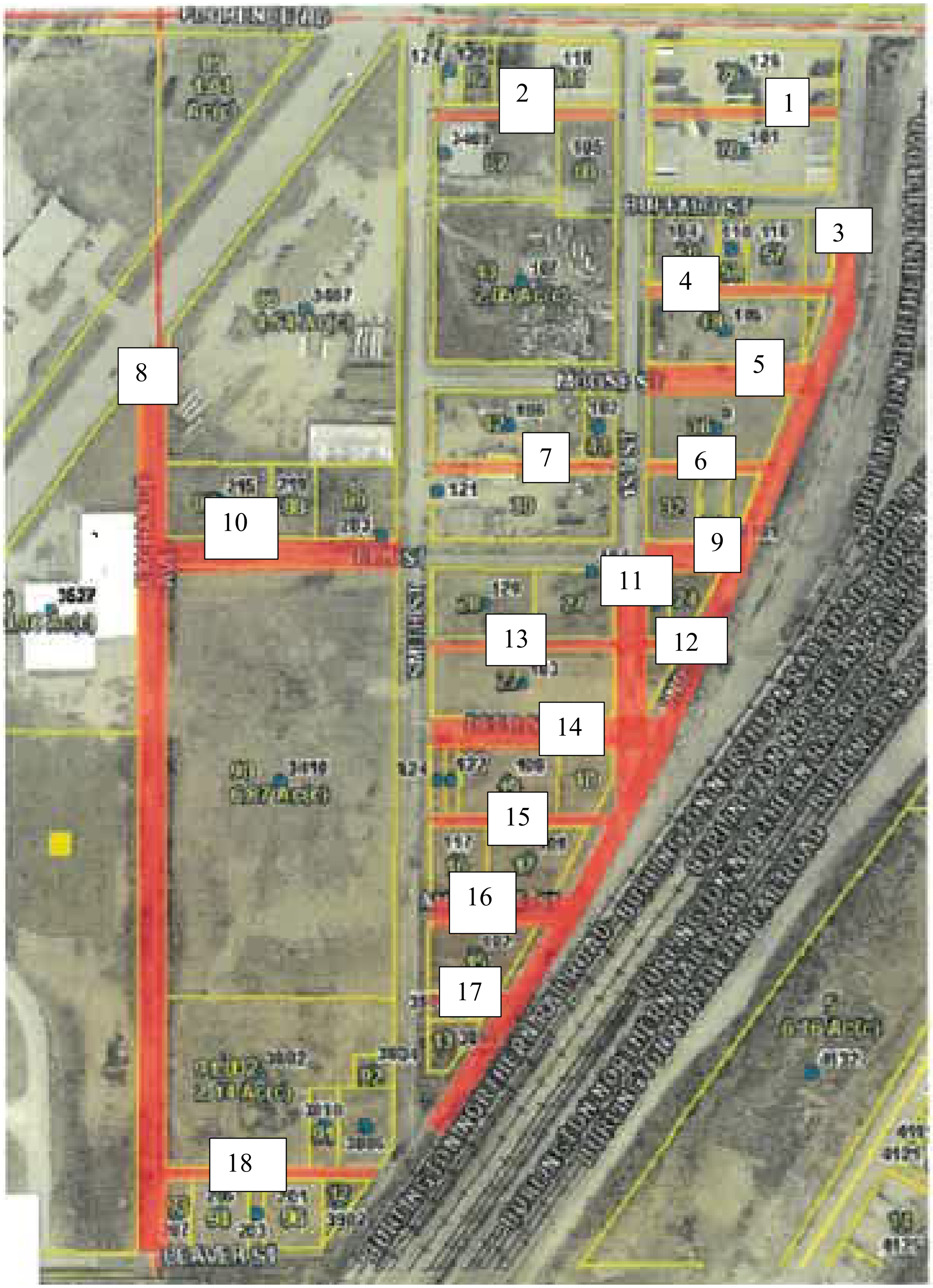


Exhibit B

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

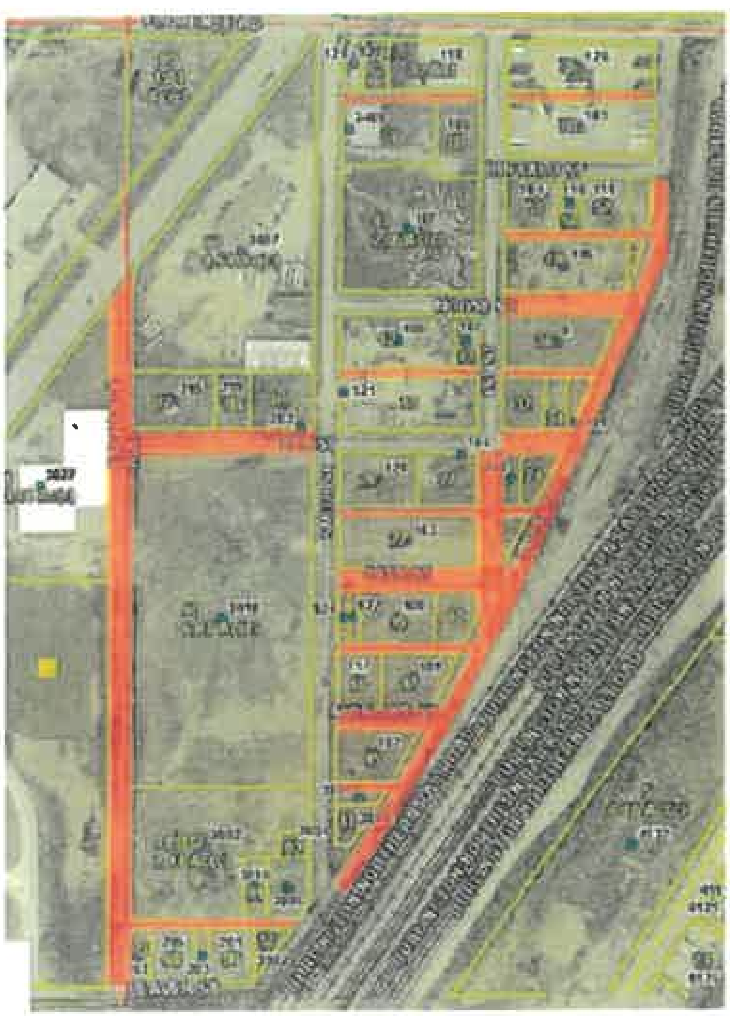
ay 28, 2026

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.

City of St. Joseph Missouri

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

Dan,

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.

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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>
Sent: Friday, March 13, 2026 3:39 PM
To: Bunton, Johnny <Johnny.Bunton@spireenergy.com>
Subject: Springs Junkyard Street Vacation

Johnny, I know we spoke about this and I think I sent you the map, but did you respond by email concerning the street vacation the City is planning on doing? I attached the map again just in case…


FLORENCE RD
BUFFALO ST
MOOSE ST
SMITH ST
ANTELOPE ST
BEAVER ST
BURLINGTON NORTHERN RAILROAD

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.

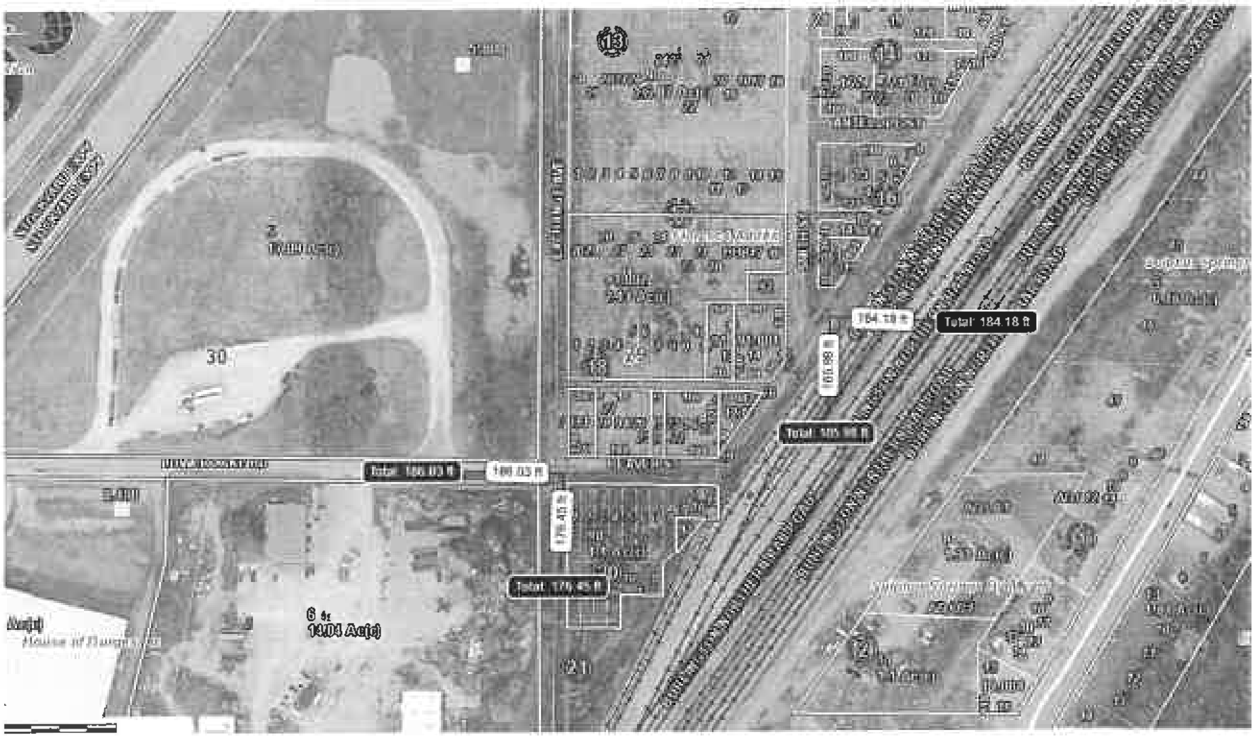
Subscribed and sworn to before me this _____ day of _______________, 20_____.

Notary Public______________________________

My commission expires

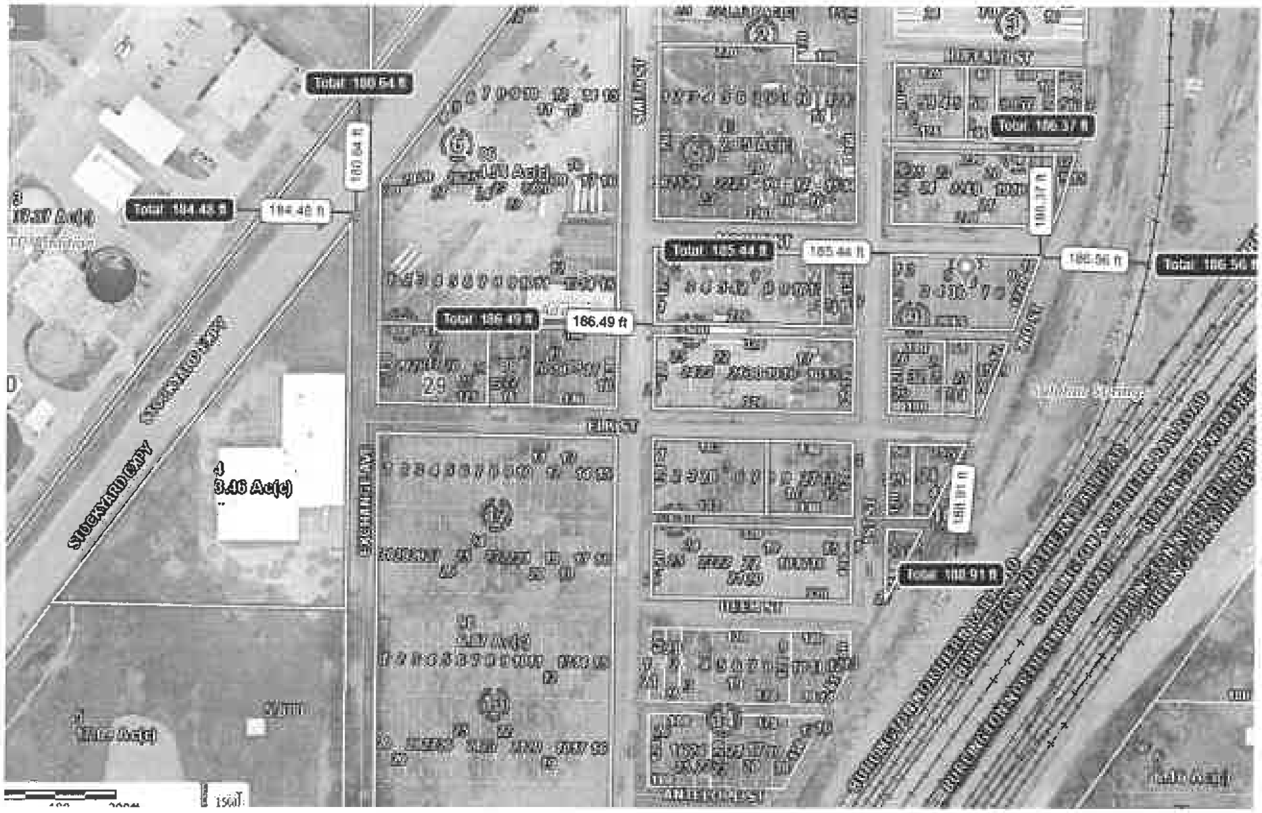
OFFICE USE
OFFICE USE Within 185 ft. of petitioned property
Not within 185 ft. of petitioned property_______

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 Fred. Ave. 06
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	806 6th 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: 186.64 ft
186.64 ft
Total: 184.48 ft
184.48 ft
Total: 185.44 ft
185.44 ft
186.56 ft
Total: 186.37 ft
186.37 ft
Total: 186.49 ft
186.49 ft
Total: 186.91 ft
186.91 ft
STOCKYARD EXPY
ELM ST
3.46 Ac(c)

A	B
Owner Name	Situs Address
GROSS CHELSEY	116 E BUFFALO ST
HASTINGS FAMILY HOLDINGS LLC	E ELK ST
HASTINGS FAMILY HOLDINGS LLC	215 ELK ST
BURLINGTON NORTHERN RAILROAD C/O PR(	S 2ND ST
GROSS CHELSEY	105 E MOOSE ST
GROSS CHELSEY	121 W ELK ST
THOMPSON ROBERT & PAT MERRIOTT	104 W ELK ST 0 4
HASTINGS FAMILY HOLDINGS LLC	102-118 E MOOSE ST
HASTINGS FAMILY HOLDINGS LLC	203 W ELK ST
BURLINGTON NORTHERN RAILROAD C/O PR(	S 2ND ST
BURLINGTON NORTHERN RAILROAD C/O PR(	S 2ND ST
HASTINGS FAMILY HOLDINGS LLC	3527 S 759 HWY
GROSS CHELSEY	104 E ELK ST
GROSS CHELSEY	110 E BUFFALO ST
GROSS CHELSEY	102 W MOOSE ST
GROSS CHELSEY	106 W MOOSE ST
GROSS CHELSEY	104 E BUFFALO ST
HASTINGS FAMILY HOLDINGS LLC	3410 SMITH ST
BURLINGTON NORTHERN RAILROAD C/O PR(	S 2ND ST
CITY OF ST JOSEPH	4310 STOCKYARDS EXPRESSWAY-Josh
DD REAL ESTATE & INVESTMENTS LLC	103 W DEER ST 3705 Hilda Ln. Ø3
HASTINGS FAMILY HOLDINGS LLC	3407 S 759 HWY
BURLINGTON NORTHERN RAILROAD C/O PR(	E BUFFALO ST
HASTINGS FAMILY HOLDINGS LLC	211 W ELK ST
GROSS CHELSEY	107 W MOOSE ST
HASTINGS FAMILY HOLDINGS LLC	109 E ELK ST
HASTINGS FAMILY HOLDINGS LLC	120 W 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): 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 flexibility 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 [signature]

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. 816 344-2431
(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: 104 W. ELK

Reason(s) for concern or support to the request: Because Veehicles 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

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

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.**

<u>Item 3</u>- 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

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Cc Abe Forney <aforney@stjosephmo.gov>; Chance Gallagher <cgallagher@stjosephmo.gov>

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Outlook

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Hey Keven,

Spire looks to be all clear from any conflicts with your request.

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-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

spire

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FLORENCE RD
BUFFALO ST
MOOSE ST
SMITH ST
ANTELOPE ST
BEAVER ST
BURLINGTON NORTHERN RAILROAD
1.04 Ac(c)
2.05 Ac(c)
6.87 Ac(c)
2.14 Ac(c)

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: July 6, 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 9^{th} 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

SPECIAL **Ordinance No.**

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: July 6, 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

Resolution No.

BILL# 176-26
A RESOLUTION AUTHORIZING THE EXECUTION OF A HOUSING REHABILITATION CONTRACT WITH JOSEPH EWING (OWNER) AND MAKESHIA STONE (OWNER); AND SUPERIOR EXTERIORS OF NORTHWEST MISSOURI, LLC (CONTRACTOR) FOR A HOUSING REHABILITATION PROJECT AT 2213 AGENCY ROAD FOR A TOTAL AMOUNT NOT TO EXCEED $34,463.00.

Whereas, The City of St. Joseph issued a Formal Invitation to Bid (Bid No. CD2026-05) seeking bids from qualified contractors to rehabilitate an owner-occupied home at 2213 Agency Road; and

Whereas, The Invitation to Bid was publicly advertised and administered in accordance with the City's procurement policies, with sealed bids due June 2, 2026.

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

Section 1. That the Housing Rehabilitation Contract by and between the City of St. Joseph, Missouri and Joseph Ewing (owner) and Makeshia Stone (owner), and Superior Exteriors of Northwest Missouri, LLC (contractor) to rehabilitate the home located at 2213 Agency Road in the amount of $31,330.00 with a contingency of $3,133.00 for a total amount not to exceed $34,463.00 be, and hereby is, approved and that a true and accurate copy of said contract documents are 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 Housing Rehabilitation Contract with Joseph Ewing, Makeshia Stone and Superior Exteriors of Northwest Missouri, LLC, 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 of St. Joseph, Missouri 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.

Section 4. That the Director of Finance be, and hereby is, authorized to issue a warrant pursuant to the Contract and to charge said amount to the Fiscal Year 2026 Community Development Block Grant Fund, Account Number 5210-1498 (Other Services) when directed to do so by the Director of Planning & Community Development.

Approved as to form:

____
City Attorney

Passed/Adopted: _______________________

Attest: _______________________________
City Clerk

____
Mayor

Date: July 6, 2026
Amount: $34,463.00
Account Number: 5210-1498

Explanation to Council Bill
Originating Department: Planning & Community Development

Purpose: To authorize the execution of a Housing Rehabilitation Contract with Joseph Ewing, Makeshia Stone and Superior Exteriors of Northwest Missouri LLC for a Housing Rehabilitation Project at 2213 Agency Road for a total amount not to exceed $34,463.00.

Remarks: This is a Housing Rehabilitation Project funded with CDBG Funds to eliminate slum/blight conditions and minimize housing code violations as well as for general property improvements. Work included in this contract will be for: lead hazard control, new windows, and new roof and gutters.

The homeowners qualify for the Community Development Grant/Loan Program authorized by City Council on June 4, 2018. 75% of the project will be funded in the form of a grant with the remaining 25% funded in the form of a Deferred Payment Loan. Properties assisted through this loan program will not be eligible for participation again for a period of ten years.

BIDDERS	Business Address	Total
Superior Exeriors	St. Joseph, MO	$31,330.00

Projects with Federal or State funding are not eligible for local preference consideration under Section 2-1379 of the Code of Ordinances. Superior Exteriors of Northwest Missouri LLC will use materials supplied by Menards & Midway Wholesale.

This project reflects the following action items in the City's Strategic Plan:

1. Improve Access to Public Safety & Services: Continue to address blighted areas of St. Joseph.

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.

HOUSING REHABILITATION PROJECT FOR:

HOMEOWNER'S NAME: Joseph E. Ewing and Makeshia L. Stone

ADDRESS: 2213 Agency Road

COMMUNITY DEVELOPMENT REHABILITATION CONTRACT

THIS CONTRACT (the "Contract") is made and entered into on this _____ day of July 2026 by and between the City of St. Joseph, Missouri hereinafter termed the **"City"**; Joseph E. Ewing, a single person and Makeshia L. Stone, a single person, hereinafter termed the **"Owner"**; and Superior Exteriors of Northwest Missouri, LLC, hereinafter termed the **"Contractor"**. The City, Owner, and Contractor are collectively referred to herein as the "Parties".

WHEREAS, the City participates in the Community Development Block Grant ("CDBG") Program of the United States Department of Housing and Urban Development; and

WHEREAS, the City uses funds from the CDBG Program to fund its Housing Rehabilitation Program; and

WHEREAS, the Owner is the owner of the home and real property located at 2213 Agency Road in the City of St. Joseph, County of Buchanan, State of Missouri (the "Property"), and legally described as:

> **ONE AND SEVEN HUNDRED SEVENTY-FIVE ONE THOUSANDTHS (1.775) ACRES OF LAND DESCRIBED AS: BEGINNING FIVE HUNDRED FORTY-FIVE AND SIXTEEN HUNDREDTHS (545.16) FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 21, IN TOWNSHIP 57 OF RANGE 35, THENCE SOUTH ON THE SECTION LINE ONE HUNDRED FORTY-TWO AND NINE TENTHS (142.9) FEET; THENCE WEST FOUR HUNDRED EIGHTY-THREE AND EIGHT-SIX HUNDREDTHS (483.86) FEET TO THE CENTER OF PUBLIC ROAD; THENCE WITH CENTER OF SAID ROAD NORTH 33 DEGREES 38' WEST ONE HUNDRED SEVENTY-FIVE AND THREE TENTHS (175.3) FEET: THENCE EAST FIVE HUNDRED EIGHTY-SIX (586) FEET TO THE BEGINNING, IN BUCHANAN COUNTY, MISSOURI. EXCEPT THE EAST TWO HUNDRED FIVE (205) FEET THEREOF. AND EXCEPT THAT PART CONVEYED BY WARRANTY DEED DATED OCTOBER 12, 1967 TO JAMES M. YOUNG AND RUTH W. YOUNG, HUSBAND AND WIFE FILED FOR RECORD, OCTOBER 13, 1967 AND RECORDED IN BOOK 1195 AT PAGE 637, IN THE OFFICE OF THE RECORDER OF DEEDS FOR BUCHANAN COUNTY, MISSOURI.** and

WHEREAS, the Owner resides at the Property as their primary residence and has applied for Housing Rehabilitation Program funding because the Property is in need of certain rehabilitation and repairs; and

WHEREAS, the Contractor has reviewed the plans and specifications attached to this Contract (the "Scope of Work") and attests that he/she is qualified to perform home rehabilitation and repair work to the Property by reason of his knowledge, training and experience and that he will do the work in a good and workmanlike manner in compliance with all Federal and State laws and regulations and City ordinances; and

WHEREAS, the City has approved the Owner for Housing Rehabilitation Program funding and will allocate funds in the amount of **$34,463.00** to be placed into an account to finance repairs at the Property.

NOW WITNESSETH, for and in consideration of the mutual promises herein contained:

1. Amount. The City and the Owner will authorize payment to the Contractor for the performance of this Contract as follows:

   Total Contract: Thirty-One Thousand, Three Hundred Thirty-Three Dollars ($31,330.00) with a 10% contingency of Three Thousand, One Hundred Thirty-Three Dollars ($3,133.00) for a total of $34,463.00 (the "Funds").

   The Contractor will accept, as full compensation for work to be performed pursuant to this Contract (the "Work"), the amount of Funds stated above.

2. Authorization. The Owner authorizes the Work to be done to and upon the Property in accordance with the Scope of Work.

3. Final Inspection. Upon completion of said Work, the City shall conduct a final inspection to determine whether said Work has been completed in a good and workmanlike manner. The final inspection will occur prior to the authorization to release the final five- percent (5%) of the Funds.

4. Insurance. The Contractor shall furnish, at his expense, an Owners and Contractor's Protective Liability policy naming the City of St. Joseph, Missouri, as an additional insured covering any and all attorney's fees or litigation, lawsuits, damages or any other claims whatsoever arising from or pursuant to this Contract in the amount of $1,000,000.00 combined single limits for bodily injury and property damage liability. The Contractor shall further furnish a Certificate of Insurance to the City verifying broad form comprehensive general liability coverage for the minimum limits for bodily injury for any one person in the amount of $1,000,000.00 and the minimum limits for bodily injury on each occurrence in the amount of $100,000.00 and minimum limit for property damage in the amount of $1,000,000.00. The Contractor, when required by state law, will further certify that he carries Worker's Compensation Insurance in the amount of the statutory limits. Automobile liability insurance shall be certified in the amount of $500,000.00 bodily injury per person; $500,000.00 per occurrence and $500,000.00 for property damage. The Contractor, prior to beginning the Work under this Contract, will furnish the above certificates of insurance verifying the above coverage.

5. Hold Harmless. The Contractor holds the City harmless for any and all litigation, lawsuits, damages, attorney's fees or any other claims whatsoever arising from or related to this Contract. The Contractor will further indemnify the City for any and all amounts which the City shall become legally obligated to pay including court costs, litigation expenses and reasonable attorney's fees.

6. Payment for the Work. The City agrees that any and all Funds paid under this Contract will be paid to the Contractor(s) who perform the Work, and said Funds are not to be used for any other purpose.

7. Payment Method. All Funds payable for approved Work will be made by warrant to the Contractor as payee from an escrow account with sufficient funds to pay the amount of Funds stated herein.

8. Scope of Work. It is understood and agreed by and between the Parties hereto that the Work to be performed pursuant to this Contract is to be done in accordance with the drawings and specifications attached hereto, i.e. the Scope of Work.

9. Change Orders. No alterations or deviations shall be made to the Scope of Work except upon written change order by the City. The City, without invalidating this Contract, may order changes in the Scope of Work which are necessary to accomplish the original purpose of this Contract. The City shall determine the need for such changes. The amount added to or deducted from the Contract by virtue of such alterations or deviations shall be mutually agreed upon by the Parties and stated in said change order.

10. Ownership. The Owner affirms that he or she is not a rent paying tenant at the Property and possesses a deed or a contract for deed or other legal ownership interest in the Property.

11. Worksite. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the Work by the City, its Community Development Division or their authorized representatives. The Contractor shall, within twenty-four (24) hours after receiving written notice from the City to that effect, proceed to remove from the grounds or buildings all materials condemned by the City, and to take down all portions of the Work which the City shall by like written notice condemn as unsound or improper, or in any way failing to conform to the Scope of Work, and shall make good all Work damaged or destroyed thereby.

12. Control of the Work. The Contractor shall supervise and direct the Work, using his or her best skill and attention, and the Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities temporary or permanent and whether or not incorporated or to be incorporated into the Work. The Contractor warrants that all materials and equipment incorporated into the Work will be new unless otherwise specified and approved by the City and the Owners, and that all Work will be of good quality. The Contractor will pay all sales, consumer, use and similar taxes, and shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. All of these costs are included in the Funds amount. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall keep the Property premises free from accumulation of waste material or rubbish caused by his or her operations. At the completion of the Work, and prior to final inspection, the Contractor shall remove all of the waste materials and rubbish from the Property as well as tools, construction equipment, machinery and surplus materials.

13. Authorized for Employment. The Contractor 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, Contractor 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 Work. Contractor shall also

affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Contractor 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.

14. Failure to Perform. Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure is sufficient grounds for the City and/or the Owner to terminate this Contract and the employment of the Contractor for the Work, and to enter upon the premises and take possession of all materials for the purpose of completing the Work included under this Contract; and the City shall also be authorized to pay from the Contract Funds, all claims by material suppliers or sub-contractors for material and/or labor on the Work, and also to employ any other person or persons who are qualified contractors in good standing with the City to finish the Work, and to provide the materials therefore. The expenses incurred as herein provided either for furnishing materials and/or for finishing the Work, and any damage or costs incurred through such default, shall be audited and certified by the City, whose certification thereof shall be conclusive upon the Parties. The Contractor shall be liable to the City and/or the Owner for the expenses incurred for the completion of the Work, and payments to material suppliers or sub-contractors made by the City as proven by the City's audit.

15. Time of Completion. The time for completion of the Work shall be as follows:

Special Note: Liquidated damages in the amount of $100 per day shall be assessed for each day the Work extends past the Contract period.

(a) The Contractor shall perform fully, faithfully, and in an acceptable manner the Work contracted for, within seventy-five (75) days of the issuance of the Notice to Proceed, or within the time provided in the last extension thereof, and all extensions of time must be approved by the City and the Owner prior to the expiration of the seventy-five (75) day period or the date of the last preceding extension thereof.

(b) The count of Contract days shall begin on the date specified in the Notice to Proceed. The City will issue a Notice to Proceed within thirty (30) days after the effective date of this Contract, provided the Contractor has executed the prescribed number of copies of the Contract, and provided satisfactory evidence of having complied with insurance requirements. In computing the time required by the Contractor in the execution of the Work, allowance will be made for days during which Work is suspended, such suspension subject to the written approval of the City and the Owner. No allowance shall be made for delay or suspension of the prosecution of the Work due to fault of the Contractor or where Contractor fails to perform in a diligent manner.

(c) In case of changes to the Contract (Change Orders), an extension of time may be granted by the Owner and City to the Contractor and if so shall be stated in the Change Order.

(d) A calendar day is defined as any day of the year, including weekends and holidays. Extensions other than those specifically provided for herein, will be available upon written request made to the City and Owner.

16. Delays. Should the Contractor be delayed in the prosecution or completion of the Work by the act, neglect or default of the Owner or of the City, or by any damage caused by fire or for which the Contractor is not responsible or by acts of nature, the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be made, determined and fixed by the City and the Owner, but no such allowance shall be made unless a claim therefor is presented in writing to the City and the Owner within forty-eight (48) hours of the occurrence of such delay.

17. Nondiscrimination. The Parties shall not discriminate against anyone in connection with the Work being done and materials being furnished under the Contract for any reason directly or indirectly related to age, political affiliation, race, creed, color, religion, sex, national origin ancestry, marital status or disability.

18. Training Opportunities and Local Preference. The Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and will to the greatest extent feasible, provide opportunities for training and employment to lower-income residents of the City of St. Joseph and will recruit sub-contractors and material suppliers who are located in or owned in substantial part by persons residing in the St. Joseph area.

19. Sub-Contractors. The Contractor, in all solicitations for sub-contractors, shall advertise that all applicants will receive consideration for the contract on a non-discriminatory basis which include but are not limited to race, color, national origin, sex, or religion, age, disability, and political affiliation and marital status of said sub-contractor. Furthermore, the Contractor will inform and give minority sub-contractors the opportunity to be considered for any and all contract awards.

20. Drug-Free Workplace. Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (PL 100- 690, Title V, subtitle D), and agrees to evidence such by signing the attached "Certification Regarding Drug-Free Workplace Requirements, Alternate I".

21. Notice of Sub-Contractors and Suppliers. Contractors will be required to submit a list of subcontractors and material suppliers before the Notice to Proceed will be issued.

22. Lien Waivers. Partial lien waivers will be required for all subcontractors anytime a draw request involves payment to a subcontractor. For example, the City normally pays out for electrical and plumbing rough in at 60% of the total. When receiving payment for a draw request, the Contractor will be required to issue a check to the subcontractor for the amount owed; the subcontractor will be required to sign a partial lien waiver when they receive payment.

23. Material Suppliers. Contractor will be required to provide a list of material suppliers before starting the Work. The Contractor will provide paid invoices from material suppliers for each draw request. For example, XYZ, Inc. receives

payment for Draw #1. The Contractor will provide the required paid invoices before the next draw request will be processed.

24. Final Lien Waivers. Final lien waivers will be required from all subcontractors and material suppliers at the end of each project. **FINAL RETAINAGE WILL NOT BE RELEASED UNTIL ALL LIEN WAIVERS ARE PROVIDED.**

25. Installment Payments. It is hereby mutually agreed by the Parties that the total Contract Funds amount may be paid to the Contractor in installments as the Work is completed, accepted, and approved by the Owner and the City. At least five percent (5%) of the total Contract Funds amount shall be retained on contracts over five thousand dollars ($5,000.00) until final inspection and final payment has been authorized by the Owner and the City. The City will pay contracts of five thousand dollars ($5,000.00) or less in a lump sum upon completion, acceptance and approval.

26. Requests for Payment. Payment requests shall be submitted to and approved by the Owner prior to submission to the City for its inspection and processing of payment. It is understood that payment requests will be processed for the one hundred percent (100%) completion of each line item in the "Work to be Done" with the exception of Electrical, Plumbing, Roofing, and Mechanical, which may be paid fifty percent (50%) at a time upon satisfactory evidence of said work being completed.

27. Approval of Sub-Contractors. Simultaneously with the execution of this Contract, the Contractor shall furnish the Owner and City a list of all sub-contractors employed for the Work, with their business addresses and phone numbers and the total price of each sub-contractor's work; each and every sub-contractor shall be approved by the City. Before the City authorizes release of payment for any Work performed by a sub-contractor, Contractor shall furnish the City, upon completion of any sub-contractor's work or delivery of supplies by a material person, an executed "Waiver of Mechanics' Lien – by Sub-contractor" for such work or supplies with Contractor's accompanying Affidavit of Payment on the form provided therefor by the City. Contractor shall also be responsible for furnishing partial waiver of mechanics' lien by sub-contractor with Contractor's accompanying Affidavit, for any installment payments made to the sub-contractor during the term of the Contract in addition to the "Waiver of Mechanics' Lien – by Sub-contractor" heretofore required. If at any time there shall be evidence of any Mechanics' Lien which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due to contractor an amount sufficient to completely indemnify the City and/or Owner against such Mechanics' Lien. Should there prove to be any such Mechanics' Lien after final payment, the Contractor shall indemnify the Owner and/or City all monies that it may be compelled to pay in discharging any such Mechanics' Lien on the Property. Contractor's failure to make such indemnification, when demand is made therefor by the City, shall cause such Contractor to be removed from the roll of acceptable bidders for any and all City projects until such time as restitution is made.

28. No Acceptance. No installment payment made pursuant to this Contract shall be construed to be an acceptance of defective or improper work and/or materials. The making and acceptance of final payment shall constitute a waiver of all claims by the Owner and the Contractor, other than those arising from unsettled

liens, terms of any special written warranties, or faulty, improper and/or defective work appearing within one (1) year from the date of final acceptance by the City.

29. Termination.

a. Termination for Convenience. The City may terminate this Contract, in whole or in part, for any reason, upon five (5) days written notice to the Contractor and Owner. In such event, the City shall pay the Contractor its costs, including reasonable contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in a manner the City directs.

b. Termination for Cause. In the event of a material breach of its contractual obligations by the Owner or Contractor, the City may terminate this Contract. At its sole discretion, the City may give the Owner or Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum the Owner or Contractor must provide the City, within ten (10) working days from notification, a written plan detailing how the Owner or Contractor intends to cure the breach. If the Owner or Contractor fails to cure the breach or if circumstances demand immediate action, the City will issue a notice of cancellation terminating this Contract immediately. If it is determined that the City improperly terminated this Contract for cause, such termination shall be deemed a termination for convenience in accordance with this Contract. If the City cancels this Contract for breach, the City reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to this Contract from other sources and upon such terms and in such manner as the City deems appropriate and charge the Owner or Contractor for any additional costs incurred thereby.

c. Termination Upon Completion. The City may, in its sole discretion, declare that all obligations owed by the Parties under this Contract have been satisfied and terminate the Contract as being fully completed and performed.

30. Applicable Law and Jurisdiction. The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Contract. 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.

31. Severability. The invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other provision of this Contract.

32. Document Conflict. Should there be a conflict between the language of any attached Exhibit or other document and this Contract, this Contract shall be controlling.

33. Binding Effect. This Contract is binding upon the Parties, their successors, assigns, heirs, executors and administrators.

IN WITNESS WHEREOF, the Parties hereto have signed this Amendment as of the effective date first written above.

CITY OF ST. JOSEPH, MISSOURI

Mike Schumacher, City Manager

A T T E S T :

Kaycee Garton, City Clerk

I HEREBY CERTIFY that there is an unencumbered balance to the credit of such appropriation sufficient to pay for that portion of the contract which will constitute the City of St. Joseph's pro rata share and actual contribution to the project.

Nikki Poirier
Director of Finance

APPROVED AS TO FORM:

City Attorney

SIGNATURE BY THE OWNER/OWNERS:

Joseph E. Ewing

Makeshia L. Stone

SIGNATURE BY THE CONTRACTOR:

(If incorporated, use exact corporate name)

Superior Exteriors of Northwest Missouri, LLC

By ____________________
Person Authorized to Execute Contract

ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF MISSOURI)
SS
COUNTY OF BUCHANAN)

On this 4th day of June 2026 before me, appeared Bill Palmer, to me personally known, who being by me duly sworn, did say that he is the owner of Superior Exteriors of Northwest Missouri LLC, a partnership and that said instrument was signed in behalf of said partnership.

IN WITHNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in St. Joseph, Missouri, the day and year last above written.

NOTARY PUBLIC

My Commission expires:

Christina DePriest
Notary Public - Notary Seal
State of Missouri
Commissioned for Buchanan County
My Commission Expires: May 15, 2028
Commission Number: 16395916

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS ALTERNATE I.

The Contractor certifies that he/she will continue to provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

Establishing an ongoing drug-free awareness program to inform employees about:

The dangers of drug abuse in the workplace;

The Contractor's policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation, and employee assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Notifying the employee in the statement required by paragraph (a) that, as a condition of employment, the employee will:

Abide by the terms of the statement; and

Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (c) (2), with respect to any employee who is so convicted -

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Making a good faith effort to maintain a drug-free workplace.

CONTRACTOR'S SIGNATURE: ______________________

Superior Exteriors of Northwest Missouri, LLC

CERTIFICATION REGARDING LEAD-BASED PAINT REGULATIONS

I, the undersigned contractor, acknowledge that the property located at 2213 Agency Rd. St. Joseph, Missouri identified in this contract has been tested for lead-based paint and that the property does contain lead-based paint as identified in the lead inspection and or risk assessment report for this property.

I hereby certify that as General Contractor I will use only personnel certified and licensed by the State of Missouri Lead Licensing Office and that I will comply with all the HUD regulations contained at 24 CFR part 35, et. al., sections 102 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and will use safe work practices as defined in the OSHA regulations contained at 29 CFR 1926.62. I further certify that I will also comply with all State of Missouri regulations including the project notification requirement.

Bill R_______________ General Contractor

6/4/24_______________ Date

City of
St. Joseph
Missouri

1100 Frederick Avenue
St. Joseph, Missouri 64501
816.271.5300

Joseph Ewing & Mekeshia Stone
2213 Agency Rd
St Joseph, Mo 64503
816-351-9487

Initial Insp date: 3/20/2026

Contractors: Shall remove all trash and debris resulting from their work. The following work listed is specific and shall be done in accordance with manufacturers recommendations and procedures and/or present city adopted codes and ordinances. All work shall comply with the current CD general conditions and specification booklet unless otherwise specified. Permits are required.

Contractors must be licensed and insured with the City of St. Joseph and registered with SAM.gov.

DPL
SCOPE OF WORK

Siding:

Replace any rotted missing defective and compromised wood components on the soffits, eaves, fascia, door, windows and stools necessary to vinyl wrap the house. Build out any door and window trim with dimensional lumber to allow for a thickness difference for the siding to butt
against. Vinyl wrap structure includes gables.

You may have to remove the existing Masonite siding and prep for new vinyl siding.

Cut the top of the window casing off and build out for siding.

Install ¼" fan-fold insulation board and 44-mil thickness (or greater) vinyl siding to completely cover the entire house, with all related accessories for a finished siding application. The homeowner shall select the color.

Wrap all window and door casing and the fascia with aluminum coil stock. Apply a smooth bead of white siliconized latex caulk along the seams and edges.

Front Porch:

Cover the inside of front porch and ceiling with vinyl soffit material.

Soffits**:**

Cover exposed wood soffits with an exterior weatherproof soffit style material.

Fascia:

Repair any fascia needed to wrap with aluminum coil stock, for new guttering.

Gutters:

Remove and install a new 5" seamless k-style white system where current downspouts are located with 3' down spout extensions and splash blocks where needed, with a positive slope to direct the water away from the house.

Chimney

Apply a parge coat on the chimney.

Lead Hazard Control:

A qualified Missouri licensed lead abatement contractor will perform removal, handling, and disposal of all lead containing components and paint chips. The lead abatement contractor must be pre-approved in writing by the project manager before the project is released. All Notices shall be the responsibility of the Lead Abatement Contractor. Workers and Occupants shall be protected using procedures performed in compliance with the HUD Guidelines, OSHA, and EPA Regulations. Site cleanup and the passage of Clearance tests will be required before payment will be made.

Set up a catch/containment area around the exterior using 6-mil poly extending out from the foundation 15', or as far out as practical for the collection and disposable of paint chips and dust.

Lead Hazard #1

Front Porch Columns:

Remove porch columns and install (3) three 8"x8" tapered round fiberglass porch columns (Menard's sku # 1854365) 3 sets of 8" base and caps (Menard's sku # 1854387).

I approve the scope of work: ______________________ Date ______________
Homeowner

Project Manager
Dan Craig
(816) 271-4825
Dcraig@stjosephmo.gov

CITY OF ST. JOSEPH
COMMUNITY DEVELOPMENT PROGRAM

DISADVANTAGED BUSINESS ENTERPRISE PLAN

I. Introduction

It is the policy of the City of St. Joseph Community Development Program to encourage increased participation of Disadvantaged Business Enterprises (DBE's) in contracts and subcontracts involving funding received from the U.S. Department of Housing and Urban Development (HUD).

The City's Community Development Program, through this plan, will encourage contracting opportunities for minority and women owned businesses. The goal of this plan is to implement a fair and effective remedy to contracting opportunities through the utilization of Disadvantaged Business Enterprises.

II. Definitions

Disadvantaged Business Enterprise (DBE) -- A business where at least 51 percent is owned and controlled by minority group members or women group members. The minority or women ownership must exercise actual day-to-day management.

"Good-faith" Efforts -- The good-faith affirmative action to include, assure, permit, encourage, and utilize DBE's in construction contracts that are funded by the City through HUD programs.

HUD Programs and/or Funding -- This plan shall apply to funding received by the City of St. Joseph from the U. S. Department of Housing and Urban Development, primarily the Community Development Block Grant (CDBG) program, the HOME program, and the Emergency Shelter Grant (ESG) program.

Minority -- A person who is a member of one or more of the following groups: American Aleuts, American Eskimos, American Indians, Asian Americans, Black Americans, and Hispanic Americans.

Subcontract -- Includes all construction, rehabilitation, landscaping, or other construction or service oriented work that is being contracted by the bidder in the execution of a construction activity that is funded in whole or in part by the City of St. Joseph with federal funding received from HUD.

III. Goals Established

A. DBE's shall be given the maximum feasible opportunity to participate in the performance of contracts funded by the City through HUD programs.

B. All bidders will be required to use good-faith efforts to carry out this policy to the fullest extent, consistent with the efficient performance of the contracts.

C. All bidders will be required to make good-faith efforts to subcontract at least six and one-half (6.5) percent of the total contract value to DBE's. Failure to attain this percentage may lead to rejection of bids. (Note: In the event the project is funded with other funding sources that require a higher percentage goal, the higher percentage shall apply to the contract.)

D. Although it is not made a requirement herein for approval of a contract that a bidder in fact meet or exceed these goals in its contracting, it is a requirement for contract approval that a bidder objectively demonstrate that it has exerted good-faith efforts to meet this goal.

E. Notwithstanding the fact that a bidder may have the capability to complete the total project with its own workforce and without the use of subcontractors, each bidder will still be required to make good-faith efforts to subcontract to DBE's firms a share of work consistent with the goals.

IV. Implementation of Plan

A. Responsibilities of the Community Development Program -- Good-faith efforts shall be taken to use DBE's on City Community Development construction oriented projects. These good-faith efforts shall include, at a minimum, the following:

1. Including DBE associations and organizations on solicitation lists and making specifications for prospective work available to DBE's in sufficient time for review.

2. Encouraging the formation of joint ventures among DBE's.

3. Informing prospective contractors of the policy concerning participation.

4. Upon request, providing a source list of known DBE contractors.

5. Requiring that records showing DBE's contacted and awards to DBE's are provided to the City by the selected bidders.

6. Reviewing participation of DBE's in all subcontracts.

7. Insuring that all documentation requirements are complied with prior to the execution of the contract.

8. Requiring advertisements in minority publications announcing the bids.

9. Notifying the DBE associations within the general bidding area of the work to be solicited and the time frame for submission of bids.

B. Responsibilities of Prime contractors -- All prime contractors will be expected to make good-faith efforts to use DBE's. The good-faith efforts shall include, at a minimum, the following:

1. Extending opportunities for subcontractors, joint arrangements and purchasing to DBE's.

2. Implementing the goal oriented system as stated herein.

3. Identifying the DBE firms to be used, with contract dollar amount, or if less than the contract goal, to provide to the City sufficient documentation to substantiate and demonstrate that good-faith efforts were taken.

4. Maintaining records of DBE's contacted, including negotiation efforts to reach competitive price levels and awards to DBE's.

5. Requiring subcontractors under the contract to comply with the provisions and requirements stated herein.

6. Requiring the submission of records showing procedures which have been adopted to comply with the participation goals of this plan.

7. Keeping the City informed of all DBE subcontracts awarded or changes in plans to award subcontracts previously proposed to be awarded to DBE's.

8. Reporting all suspected instances of companies fraudulently claiming to be DBE's in order to unjustly benefit from the requirements of the plan.

9. Submitting the required documentation to the City within ten (10) calendar days after a bid opening and/or prior to contract execution, whichever comes first.

10. Executing and submitting to the City copies of all related subcontracts within fifteen (15) working days after contract execution.

V. Acceptable Methods of Conforming to Plan

Requirements for good-faith efforts for DBE participation may be satisfied by the following methods (other equivalent methods proposed by a bidder which are described in detail prior to the award may also be approved):

A. Joint Venture -- The prospective bidder may utilize DBE firm(s) and bid jointly with such firm(s) for construction services required in the plans and specifications.

B. Negotiated Subcontract -- The bidder may utilize DBE firms on a negotiated subcontract basis.

C. Competitive Bid Method -- The bidder using this method must establish the scope of work in sufficient detail consistent with the capability of DBE firms. Bidders are cautioned not to rely solely on the competitive bidding process to fulfill their good-faith effort obligations. Most DBE contractors are small, with limited resources, experience, and bonding capacity, and cannot be expected to compete with more experienced and specialized subcontractors. Therefore, all bidders are encouraged to secure DBE participation by attempting the first and second methods described above prior to attempting this method.

D. The bidder shall cooperate with the City in studies and surveys of the bidder's DBE procedures and practices.

E. The bidder shall maintain records showing:

1. Awards to DBE's; and

2. Specific good-faith efforts to identify and award subcontracts to DBE's. Only written negotiations directly with DBE's will be an acceptable form of documentation to substantiate that good-faith efforts were made

VI. Evaluation of Positive Efforts

The bidder shall be deemed to be in compliance with the terms and conditions of this plan if it meets or exceeds its commitment to the goals expressed herein.

No bidder shall be found to be in noncompliance solely on the account of failure to meet the goals stated herein. The bidder shall be given the opportunity to objectively demonstrate that it has instituted all the specific affirmative steps specified in the Implementation Plan and that it has taken every good-faith effort to work toward the attainment of the designated goals. *Bidders who fail to achieve the goal and are unable to demonstrate that good-faith efforts were made will have their bids rejected as non-responsive.* Bidders who fail to achieve their commitments to the goals for DBE participation must demonstrate their good-faith efforts by documentation, which includes, at a minimum, the following:

A. Documentation showing that the work to be subcontracted was segmented to the extent consistent with the size and capability of DBE-owned firms in order to provide reasonable subcontracting opportunities.

B. Documentation showing that DBE contractors and or associations were notified in writing of the specific subcontracting opportunities at least three (3) working days before the bids are due.

C. Copies of solicitation letters inviting quotes or proposals from DBE's, segmenting portions of the work, and specifically describing as accurately as possible the portion of the work for which quotes or proposals are solicited. Such letters will be sent in a timely manner so as to allow DBE firms sufficient opportunity to develop quotes or proposals for the work described.

D. Written documentation of good-faith negotiations with those DBE's from whom proposals were received in an effort to reach a mutually acceptable price. Where the DBE negotiation was unsuccessful due to failure to agree on price, the bidder must document that the subcontractor selected for the work segment was *significantly* lower than the DBE and that the work segment so contracted was the same work segment under negotiation with the DBE, and not a reduced portion thereof.

E. When the competitive bid method is used, the bidder must provide the City with copies of affidavits of publication of the announcements in DBE trade association newsletters and/or minority publications, as well as copies of bid responses received.

VII. Waiver

In limited situations, approval of a contract may be justified where a bidder has not demonstrated good-faith efforts; for example, where delay incident to relocation will cause substantial harm to the bidding entity.

Bill R

CONTRACTOR

INSURANCE REQUIREMENTS

8.1.1 The Contractor shall secure from the date of the Contract for Construction and maintain for a period as set forth below, insurance of such types and in such amounts specified herein to protect the Contractor, and the interest of the City, against all hazards or risks of loss as herein specified. The form of such insurance, together with the carriers thereof, in each case, shall be approved by the City but, regardless of such approval, it shall always be the responsibility of the Contractor to maintain adequate insurance coverage. Failure of the Contractor to maintain coverage shall not relieve the Contractor of any contractual responsibility or obligation. The form and limits of insurance shall be as follows:

COMMERCIAL GENERAL LIABILITY

(a) The Contractor shall secure and maintain from the date of the Contract for Construction and for a period of at least one (1) year from the final completion and acceptance of the Project, commercial general liability insurance. Such insurance shall have liability limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00) any one occurrence and Two Million Dollars ($2,000,000.00) products/completed operations aggregate. If such insurance contains a general annual aggregate limit, it shall separately apply to this Project. Such insurance shall be on an occurrence basis.

(i) Such insurance, to be on comprehensive form, shall protect the Contractor and the City, their agents, servants, employees and officers against any and all claims in connection with or resulting from the Contractor's operations and activities described under this Contract, for personal injuries, occupational sickness, disease, death or damage to property of others including loss of use resulting therefrom, arising out of any construction activity of the Contractor, its agents, subcontractors or suppliers or any one directly or indirectly employed by the Contractor for whose acts any of them may be legally liable.

(ii) In addition, such general liability insurance policy shall be endorsed to provide blanket contractual liability insurance with the City as additional insured for this Contract between the Contractor and the City. In particular, the contractual liability insurance shall cover the Contractor's indemnity liability obligations contained in this Contract, as well as all other contractual liability.

(iii) Such general liability insurance shall include products and completed operations coverages, which coverages shall be for limits as specified above which shall remain in effect for a period of at least one (1) year after final completion of the Project under this Contract.

(iv) Such general liability insurance policy shall include personal injury, sickness, disease or death of any person other than the Contractor's employees for the limits listed above.

(v) Such general liability insurance shall include coverage for damages which are sustained by (1) any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person for offenses related to the operations of the Contractor.

(vi) Such general liability insurance policy shall include broad form property damage coverage. The property damage liability coverage under such general liability insurance policy shall contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, explosion, collapse of buildings, or damage to underground property.

(vii) The general liability insurance policy shall include independent contractor's protective liability insurance to protect against bodily injury or property damage claims traceable to negligence of the Contractor's subcontractors or independent contractors, if any.

AUTOMOBILE

(b) The Contractor shall secure and maintain from the date of the Contract for Construction and for a period of at least one (1) year from the final completion and acceptance of the Project insurance, to be on comprehensive form, which shall protect the Contractor against any and all claims for all injuries and all damage to property arising from the use of automobiles, trucks and motorized vehicles, in connection with the performance of Work under this Contract, and shall cover the operation on or off the site of the Work of all motor vehicles licensed for highway use whether they are owned, non-owned or hired. Such insurance shall provide coverage based on the date of any accident. These liability limits shall not be less than the following:

$1,000,000 combined single limit bodily injury and property damage per accident.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

(c) The Contractor shall secure and maintain from the date of the Contract for Construction and for a period of at least one (1) year from the final completion and acceptance of the Project, insurance covering:

(i) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws which are applicable to the Work, including coverage as necessary for any applicable benefits provided under the United States Longshoreman's and Harbor-Worker's Act and the Jones Act;

(ii) claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees under any applicable employer's liability law;

(iii) claims for injury, disease or death, which for any reasons may not fall within the provisions of a workers' compensation law;

(iv) claims for damages because of bodily injury, sicknesses or disease or death of persons other than the Contractor's employees. This policy shall include an "all states" or "other states" endorsement. Contractor shall maintain Workers' Compensation insurance with statutory limits, including Employer's Liability coverage with minimum limits of One Million Dollars ($1,000,000.00) per occurrence.

13.2 ADDITIONAL INSURED; CERTIFICATES OF INSURANCE AND MISCELLANEOUS

13.2.1 All insurance coverage procured by the Contractor, 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 the Contract, or policy holder ratings otherwise deemed acceptable by the City, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. The City shall be endorsed as an additional insured on all commercial general liability, automobile, and property policies of insurance provided by the Contractor hereunder. Insurance coverages required hereunder shall not be subject to a deductible amount on a per-claim basis of more than $10,000.00 and shall not be subject to a per-occurrence deductible of more than $25,000.00. Such insurance coverages shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the additional insured shall be primary insurance, and all other insurance covered by the additional insureds shall be excess insurance.

13.2.2 All insurance required hereunder shall provide that the insurer's cost of providing the insureds 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.

13.2.3 With respect to the insurance required herein, the Contractor shall require its insurance carriers to waive all rights of subrogation against the City and its officers, employees and agents with the exception of Workers' Compensation and Employers' Liability Insurance.

13.2.4 The Contractor shall provide certificate(s) of insurance to the City before the Contractor shall be entitled to any sum of money payable under this Contract. Certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days written notice shall be given the City before any policy covered thereby is changed or canceled. Such certificates shall be in a form acceptable to the City. With respect to all coverages set forth in Article 13 that are to remain in force after final payment, the Contractor shall provide the City an additional certificate evidencing continuation of such coverage which shall be submitted along with the Contractor's application for final payment.

13.2.5 The maintenance in full current force and effect of such forms and amounts of insurance and bonds shall be a condition precedent to the Contractor's exercise or enforcement of any rights under the Contract Documents.

13.2.6 If a part of the Work hereunder is to be sublet, the Contractor shall:

(a) cover any and all Subcontractors in its insurance policies;

(b) require each Subcontractor to secure insurance which will protect said Subcontractor and supplier against all applicable hazards or risks of loss designated in accordance with Article 13 hereunder; and

(c) require each Subcontractor or supplier to assist in every manner possible in the reporting and investigation of any accident, and upon request, to cooperate with any insurance carrier in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required by any claim or suit.

13.3 PROPERTY INSURANCE

13.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained until final payment. This insurance shall include interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

13.3.2 Property insurance shall be on an all-risk policy form and shall cover physical loss or damage to the Work, temporary buildings, false work, Work in transit including ocean transit, Work in storage at the Project site or another location acceptable to the City and shall cover at least the following perils: theft, vandalism, malicious mischief, collapse, fire, lightning, earthquake, flooding, frost, water damage, freezing, extended coverage and debris removal including demolition occasioned by enforcement of any applicable legal requirements.

13.3.3 If the property insurance requires minimum deductibles, the Contractor shall pay costs not covered because of such deductibles.

13.3.4 This property insurance shall cover portions of the Work stored off the site after written approval of the City at the value established in the approval, and portions of the Work in transit.

13.3.5 If required by the City, the Contractor shall purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and until final acceptance by the City; this insurance shall include interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work, and the City and the Contractor shall be named insureds.

13.3.6 The City and the Contractor waive all rights against: (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) separate contractors described in Article 8, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 13.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City. The City or the Contractor, as appropriate, shall require of the separate contractors described in Article 8, if any, and their subcontractors, sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an interest in the property damaged.

13.3.7 A loss insured under the Contractor's property insurance shall be adjusted by the City in good faith and made payable to the City for the insureds, as their interests may appear, subject to requirements of the Contract Documents. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by the appropriate agreements, written where legally required for validity, shall require the Subcontractors to make payments to their Sub-subcontractors in similar manner.

13.3.8 Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

SUPEEXT-01 CMEYER

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tilton, Thomas & Morgan, Inc. 1802 Union Saint Joseph, MO 64501	CONTACT NAME: PHONE (A/C, No, Ext): (816) 233-0266 FAX (A/C, No): (816) 233-9582 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company of South Carolina	19259
INSURED Superior Exteriors of Northwest Missouri 5801 S 22nd St Saint Joseph, MO 64503	INSURER B : Stonetrust Commercial Insurance Co.	11042
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		S 2623046	1/1/2024	1/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			S 2623046	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV0025603-2023A	1/1/2024	1/1/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
fax 271-4676
Certificate holder is listed as an Additional Insured in regard to the above listed General Liability coverage, where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
The City of St Joseph 1100 Frederick Ave Saint Joseph, MO 64501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CQ WO

SAM.GOV®

SUPERIOR EXTERIORS OF NORTHWEST MISSOURI

Unique Entity ID
Q8GDABLRHRK4

CAGE / NCAGE
6TLN7

Purpose of Registration
All Awards

Registration Status
Active Registration

Expiration Date
Nov 1, 2023

Physical Address
5801 S 22ND ST
Saint Joseph, Missouri 64503-2254
United States

Mailing Address
5801 S 22ND ST
Saint Joseph, Missouri 64503-2254
United States

Business Information

Doing Business as
(blank)

Division Name
(blank)

Division Number
(blank)

Congressional District
Missouri 06

State / Country of Incorporation
Missouri / United States

URL
(blank)

Registration Dates

Activation Date
Nov 3, 2022

Submission Date
Nov 1, 2022

Initial Registration Date
Dec 7, 2012

Entity Dates

Entity Start Date
Jan 1, 1998

Fiscal Year End Close Date
Dec 31

Immediate Owner

CAGE
(blank)

Legal Business Name
(blank)

Highest Level Owner

CAGE
(blank)

Legal Business Name
(blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Other

Entity Type
Business or Organization

Organization Factors
Limited Liability Company

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6TLN7

Points of Contact

Electronic Business

Mark Puckett, Co-owner

5801 S. 22ND Street
St. Joseph, Missouri 64503
United States

Government Business

Mark Puckett, Co-owner

5801 S. 22ND Street
St. Joseph, Missouri 64503
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236118**	**Residential Remodelers**

Disaster Response

This entity does not appear in the disaster response registry.

Resolution No.

BILL# 177-26
A RESOLUTION AUTHORIZING THE PURCHASE OF REPAIR SERVICES FOR THE INTERMEDIATE PUMP STATION VERTICAL TURBINE PUMP MOTOR AT THE WATER PROTECTION FACILITY FROM INDEPENDENT ELECTRIC MACHINERY COMPANY FOR USE BY THE WATER PROTECTION DIVISION IN THE AMOUNT OF $64,802.00.

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 purchase repair services for the IPS Vertical Turbine Pump Motor at the Water Protection Facility for use in the Public Works and Transportation Water Protection Division from Independent Electric Machinery Company in the amount of $64,802.00.

Section 2. That the City Manager, or his designee be, and hereby is, authorized to sign all necessary documents which may subsequently be required to effectuate this purchase.

Section 3. That the Finance Director be, and hereby is, authorized to record the expenditure in the Fiscal Year 2027 Water Protection Fund, Account Number 6330-1484 (Major Repairs and Replacement) 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: July 6, 2026
Amount: $64,802.00
Account Number: 6330-1484

Explanation to Council Bill
Originating Department: Public Works & Transportation

Purpose: To authorize the purchase of repair services for the Intermediate Pump Station Vertical Turbine Pump Motor at the Water Protection Facility from Independent Electric Machinery Company in the amount of $64,802.00.

Remarks: Water Protection is requesting approval to procure repair services from Independent Electric Machinery Company for the Intermediate Pump Station (IPS) vertical turbine pump motor at the Water Protection Facility. This motor operates a critical process pump that transfers wastewater from the primary treatment process to the secondary treatment process. Reliable operation of this equipment is essential to maintaining continuous treatment operations and compliance with regulatory permit requirements. The total cost of the repair is $64,802.00.

In December 2025, two of the facility's three IPS pump motors failed. Independent Electric Machinery Company was the only regional vendor identified with the capability to repair motors of this size. Due to the critical nature of the equipment, emergency purchase orders were issued for the removal, transportation, and repair of the motors.

To restore operations as quickly as possible, Independent Electric combined serviceable components from both failed motors to assemble one fully operational motor. While this allowed the facility to resume normal operations, only two of the three required pump motors are currently available. Maintaining three operational pump motors is necessary to provide redundancy for this critical treatment process and minimize the risk of operational interruptions.

To restore the system to full redundancy, staff requested a repair estimate for the remaining motor currently at Independent Electric's facility. The proposed work includes a comprehensive inspection, electrical and mechanical testing, replacement of worn or damaged components, balancing, reassembly, and final operational testing to return the motor to reliable service.

Approval of this repair will restore the facility's full backup pumping capacity, improve system reliability, and reduce the risk of unplanned equipment failures that could impact wastewater treatment operations and regulatory compliance.

The funds for this purchase are available in the Fiscal Year 2027 Water Protection Fund, Account Number 6330-1484 (Major Repairs and Replacement)

The project reflects the following action items in the City's strategic plan:
1. Maintain & Enhance City Assets: Stabilize aging fleet and equipment; implement fleet maintenance and replacement strategy to maximize resources and add value.
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.

INDEPENDENT IE ELECTRIC
Serving Industry for Over 100 years Since 1908
EASA

Kansas City Division

Independent Electric Machinery Company
4425 Oliver Street
Kansas City, KS 66106

Office:
Ph: 913.362.1155
Fx: 913.362.5533
www.iemco.com

Sales:
Ph: 800.833.2610
Fx: 913.904.3330
sales@iemco.com

Quote

Attn	cc
DONALD GROTZ	
Phone:	**Fax:**
(816) 236-4806 x	

Quote Number	KC-RRE4628
Job Number	KC-R9171

Customer Information

ST JOSEPH, CITY OF
3500 MO-759
ST JOSEPH, MO 64501

Ship To Information

ST JOSEPH, CITY OF
3500 MO-759
ST JOSEPH, MO 64501

Quote Date:	4/20/2026
Customer ID:	114952
Quoted By:	Marjean Unruh
RFQ #:	
Salesperson:	KC 12
Terms:	NET 30

Nameplate Information

ID	KC-M9401	Duty	Continuous
Motor-Make	WEG	Max. Ambient Temp.	40
Motor-Model	MGP6809	Special Paint	LIGHT GRAY
Motor-Serial #	1006353780 03 10	Insulation Class	F
Rating	400	NEMA Design	N
HP Unit	HP	Service Factor	1.0
RPM	594	Nominal Efficiency	93.3
Frame	N/A	Power Factor	0.64
Enclosure	IP24	Weight (lbs.)	9522 LBS
Poles	12	Coupling	No
Rated V.	480	Eyebolt	No
Rated A.	603	Term Box	Full no Cord
ODE Brg#	7224	Brushes	AC MOTOR
DE Brg#	6226-C3	Application	IP24
# of Phases	3		MOBIL POLYREX EM
Frequency (Hz)	60		BIDIRECTIONAL
Configuration	Vertical		

Quote Information

Ship Via:

Reason For Work: CHECK & EVALUATE QUOTE REPAIR

Cause of Failure:

Required Work: MINOR AC MOTOR REPAIR:
DISMANTLE, CLEAN, AND INSPECT. ELECTRICALLY TEST WINDINGS. HYPOT AND SURGE TEST STATOR WINDINGS. MIC AND RECORD ALL MECHANICAL FITS. DYNAMICALLY BALANCE ALL ROTATING PARTS. INSTALL NEW BEARINGS. ASSEMBLE, TEST RUN AND RECORD ALL DATA. PAINT AND COMPLETE.
EDDY CLUTCH PM ADD NEW BEARINGS, REPAIR DRUM AND STATOR

Comments: PUMP# 2

	Pick Up On	Lead Time	Total Price
Work Based on Straight Time:			$64,802.00
Fee:		Evaluation Fee if not repaired	$6,000.00

SIGNATURE: ____________________ **DATE:** ____________

PRINT NAME: ____________________ **PO# (If not yet issued)** ____________

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EASA

Kansas City Division
Independent Electric Machinery Company
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Kansas City, KS 66106

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Ph: 913.362.1155
Fx: 913.362.5533
www.iemco.com

Sales:
Ph: 800.833.2610
Fx: 913.904.3330
sales@iemco.com

Quote

Attn	cc
DONALD GROTZ	
Phone:	**Fax:**
(816) 236-4806 x	

Quote Number
KC-RRE4628
Job Number
KC-R9171

Customer Information	Ship To Information
ST JOSEPH, CITY OF 3500 MO-759 ST JOSEPH, MO 64501	ST JOSEPH, CITY OF 3500 MO-759 ST JOSEPH, MO 64501

Quote Date:	4/20/2026
Customer ID:	114952
Quoted By:	Marjean Unruh
RFQ #:	
Salesperson:	KC 12
Terms:	NET 30

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
We Are not Responsible For Items Left Over 90 Days.
Quote is valid for 30 days.

SIGNATURE: ______________________ **DATE:** ______________

PRINT NAME: ______________________ **PO# (If not yet issued)** ______________

SOLE SOURCE JUSTIFICATION

VENDOR: Independent Electric Machinery Company

COMMODITY: IPS pump repair

ESITMATED ANNUAL EXPENDITURE FOR THE ABOVE: 64,802.00

Initial all entries below that apply to the proposed purchase. Attach additional data or support documentation, if necessary. (More than one entry will apply to most sole source products or services).

Sole Source Justification:

1. ________ Sole Source is for the Original Manufacturer or Provider. There are no Regional Distributors. (Item No. 4 must also be completed).

2. ________ Sole Source is for the only Regional Distributor of the Original Manufacturer. (Item No. 4 must also be completed).

3. ________ Parts/Equipment are not interchangeable with similar parts or another manufacturer. (Explain in separate memorandum).

4. ________ This is the only Known Item that will met the specialized needs of this department or perform the intended function. (Attach memorandum with details).

5. X Parts or Equipment (identify) are requested from this vendor to provide standardization. (Attach reason/basis for Standardization).

6. ________ None of the above apply. Detailed explanation for sole source request is contained below.

Signed: ____________________ Division Supervisor

J. Cu Gale

Department Director

Approved: X

X

Disapproved: ____________________

Reason for Disapproval:

SPECIAL **Ordinance No.**

BILL # 178-26

AN ORDINANCE AUTHORIZING A LAND LEASE RENEWAL WITH THE UNITED STATES OF AMERICA FOR THE USE OF 190 ACRES, LOCATED AT ROSECRANS MEMORIAL AIRPORT TO BE USED AS A DROP ZONE BY THE MISSOURI AIR NATIONAL GUARD.

Whereas, the City Council approved Special Ordinance 7877 approving a lease agreement with the United States of America on behalf of the Missouri Air National Guard; which expired December 14, 2014 and

Whereas, the City Council approved Special Ordinance 9006 which entered the City into a new lease agreement that would end on December 31, 2019, unless the additional 5-year option was exercised by the Missouri Air National Guard, which they did, extending the lease to December 31, 2025; and

Whereas, the Missouri Air National Guard provides many vital services to Rosecrans Memorial Airport and the regional area via leased facilities at Rosecrans Memorial Airport; and

Whereas, the Missouri Air National Guard requires this leased area to conduct combat readiness airdrop qualification training for aircrews deploying to combat areas of operations.

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

Section 1. That the Land Lease renewal by and between the City of St. Joseph, Missouri, and the United States of America for the use of the 190 acres at Rosecrans Memorial Airport as a drop zone for the Missouri Air National Guard in the annual amount of $31,327.00 be, and hereby is, approved and that a true and accurate copy of said Land Lease 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 Land Lease with the United States of America, and to sign all necessary documents, amendments and addenda thereto which may subsequently be required to effectuate the purpose and intent of this Land Lease.

Section 3. That the Finance Director be, and hereby is, authorized to deposit the sums collected to the Fiscal Year 2026-2031 Aviation Fund Budget, Account Number 1310-3220 (MoANG Lease).

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: July 6, 2026
Amount: $31,327.00
Account Number: 1310-3220

Explanation to Council Bill
Originating Department: Public Works & Transportation

Purpose: To authorize a lease renewal for 190 acres of land to be used as a drop zone by the Missouri Air National Guard (MoANG) at Rosecrans Memorial Airport in the annual amount of $31,327.00.

Remarks: The existing drop zone (DZ) lease expired on December 31, 2025. On February 8, 2024, the request was made to extend Lease ANGMO-1014-0017 through December 31, 2030, for the Missouri Air National Guard (MoANG) to lease 190 acres of land at Rosecrans Memorial Airport to utilize the area for military aircraft worldwide to practice dropping cargo. The process was delayed due to the government shutdown.

The lease renewal is substantially under the same terms and conditions as the previous 5-year lease, and the government shall pay annual rent of $31,327.00. The annual rate per acre will remain the same at Fair Market Value $106.30 to $164.88 ($2,610.58 per month), paid monthly upon submittal of city invoice. This rate will remain the same throughout the term of this lease, unless and until the Government shall give notice of termination in accordance with provision 6 of the Lease. The term will begin July 1, 2026, and end June 30, 2031, with the same annual rent of $31,327.00. Because of the government shutdown, the lease could not be renewed until now, so back pay will be included from December 21, 2025, until the start of the new lease.

The local 139AW requires the Drop Zone to provide combat readiness training to aircrews attending the formal training center. More importantly, the 139 Operations Group must complete evaluations and training requirements that are part of their 'combat readiness' rating and capability that is reported to the highest levels of national government. They have requirements for several aircrew members, who will become unqualified without drop zone operations.

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

1. Maintain and Enhance City Assets: Keep the 139th Airlift Wing in St. Joseph
2. Maintain and Enhance City Assets: Identify new federal and state funding sources to help maintain necessary city infrastructure and conduct a cost/benefit analysis to determine prioritized improvements.
3. Ensure Fiscal Responsibility: Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.

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.

SUPPLEMENTAL AGREEMENT NO. 2
to
LEASE NO. ANGMO-1-14-0017
between
THE CITY OF ST JOSEPH, MISSOURI
and
THE UNITED STATES OF AMERICA

WITNESSETH:

WHEREAS, The City of St Joseph, Missouri granted to The United States of America a lease commencing 1 January 2015 and ending 31 December 2019 for the use of 190 acres for a drop zone with the annual rent of $31,327 and monthly installments of $2,610.58; and

WHEREAS, Supplemental Agreement No. 1 extended the term of said Lease for an additional five (5) years beginning 1 January 2020 and ending 31 December 2025 with the same annual rent; and

WHEREAS, The Government would like to now extend the term for an additional five (5) years.

NOW, THEREFORE, the parties hereto, in consideration of mutual benefits to be derived hereunder, do hereby amend said lease in the following respects and in these respects only:

1. Extend the term of said Lease for an additional five (5) years beginning 1 July 2026 and ending 30 June 2031 with the same annual rent of $31,327.

2. The Parties acknowledges of the Governments continuous use of the property during the lapse time of this lease and further acknowledge to back pay from 1 January 2026 to execution of said lease amendment. Notwithstanding any provision to the contrary, nothing in this Lease Agreement shall be construed as obligating the United States to expend funds in advance or in excess of appropriations in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or for purposes other than for which funds were appropriated.

All other terms and conditions of the aforesaid Lease ANGMO-1-14-0017 are hereby ratified and, except as modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of The City of St Joseph, Missouri this ______ day of _______________, 2026.

THE CITY OF ST JOSEPH, MISSOURI

____
(Name/Title, typed)
City Manager

SUPPLEMENTAL AGREEMENT NO. 2
to
LEASE NO. ANGMO-1-14-0017

THIS SUPPLEMENTAL AGREEMENT is also executed by The Government under the authority of the Secretary of the Air Force this ______ day of ________________, 2026.

DEPARTMENT OF THE AIR FORCE

____
ERICA BECVAR, NH-IV, DAF
Chief, Property Management Division
Installations Directorate

SPECIAL **Ordinance No.**

BILL # 179-26

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF PAYMENT FROM MOSAIC LIFE CARE FOR FUTURE PROFESSIONAL SERVICE COSTS ASSOCIATED WITH THE DEVELOPMENT OF THE MOSAIC CARDIAC CENTER OF EXCELLENCE TO BE LOCATED ON THE MOSAIC LIFE CARE CAMPUS AT 5325 FARAON STREET; AN AMENDMENT TO THE GENERAL FUND PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT BUDGET TO ALLOCATE THE FUNDS RECEIVED; AND EXECUTION OF A STATEMENT OF WORK NO. 15 WITH GEORGE BUTLER & ASSOCIATES, INC. FOR PLAN REVIEW SERVICES ALL IN THE AMOUNT OF $42,217.00.

Whereas, Mosaic Life Care is in the early stages of the development of a Cardiac Center of Excellence to be located on the current Mosaic Life Care campus at 5325 Faraon Street with an estimated total cost of approximately $67,500,000.00.

Whereas, GBA, as the City's third-party construction consultant, reviews large-scale commercial/industrial construction building and site plans for the City.

Whereas, GBA will perform the plan review services for the amount of $42,217.00 pursuant to the terms of the Master Services Agreement between GBA and the City and the Statement of Work provided by GBA setting forth the scope of services which is attached hereto as Exhibit A.

Whereas, City Code section 7-400(6) only allows the City to collect a preliminary plan review fee of up to 15% of the total estimated permit fee to be paid by a developer, and such fee will be a credit toward the total fee when the permit is issued.

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

Section 1. That the amount of $42,217.00 be and hereby is, accepted from Mosaic Life Care for professional services costs associated with the development of the Cardiac Center of Excellence.

Section 2. That the General Fund Planning & Community Development Department budget be, and hereby is, amended for FY27 as follows:

REVENUE

ACCOUNT	DESCRIPTION	INCREASE
5410-3520	BUILDING PERMITS	$42,217.00

APPROPRIATION

ACCOUNT	DESCRIPTION	INCREASE
5410-1410	PROFESSIONAL SERVICES	$42,217.00

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

Section 4. That the Finance Director be, and hereby is, authorized to record the budget amendment in the financial books of the City.

Section 5. That this Ordinance shall be in full force and effect from and after date of passage.

Approved as to form:

____
City Attorney

Passed/Adopted: ________________________

Attest: ______________________________
City Clerk

____
Mayor

Date: July 6, 2026
Amount: $42,217.00
Account Number: 5410-3520

Explanation to Council Bill
Originating Department: Planning & Community Development

Purpose: An ordinance authorizing the acceptance of payment from Mosaic Life Care for future professional service costs associated with the development of the Mosaic Cardiac Center of Excellence to be located on the Mosaic Life Care campus at 5325 Faraon Street; an amendment to the General Fund Planning and Community Development Department budget to allocate the funds received; and execution of a Statement of Work No. 15 with George Butler & Associtës, Inc. for plan review services all in the amount of $42,217.00.

Remarks: Mosaic Life Care is planning the construction of the Mosaic Cardiac Center of Excellence to be located on the Mosaic Life Care Campus at 5325 Faraon Street. This ordinance makes funds available for plan review services associated with that project by GBA.

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 community.

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.

Exhibit A

GBA

9801 Renner Boulevard
Lenexa, KS 66219

Statement of Work (SOW) No. 15

TO MASTER SERVICES AGREEMENT

Statement of Work No. 15 to the Master Services Agreement between the City of St. Joseph, Missouri, as The City, and George Butler Associates, Inc., as GBA, dated June 23, 2025.

Through this SOW, City hereby authorizes GBA to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Plan Review Services for Mosaic Cardiac Center of Excellence

SCOPE OF SERVICES:

Project Description

Mosaic Cardiac Center of Excellence is an addition to the current Moasic Hospital Facility.

The construction valuation is estimated to be $67,500,000.

The Consultant will furnish to the City the following described services:

a. Review plans, specifications, and construction documents for compliance with the following codes and ordinances:
   i. 2018 International Building Code (*w/ City amendments)
   ii. 2018 International Fire Code (*w/ City amendments)
   iii. 2017 National Electrical Code (*w/ City amendments)
   iv. 2018 International Mechanical Code (*w/ City amendments)
   v. 2018 International Fuel Gas Code (*w/ City amendments)
   vi. 2018 Uniform Plumbing Code (*w/ City amendments)
b. Provide a digital plan review form containing all plan review comments.
c. Review design comment responses and updated plan sheets reflecting any changes. The total number of rounds of plan review comments shall not exceed two. Additional plan review efforts and rounds will be assessed an additional fee at the time of the third plan submittal.
d. Provide recommendation for the issuance of the permit.

Clarifications and Exclusions to Services:

a. Any requests for code variances, equivalencies, or deviations will be referred to the City of St. Joseph, MO (Authority Having Jurisdiction). The consultant will document and provide a recommendation only. An excessive number of opinions requested for interpretation of variances, equivalencies, or deviations may be subject to additional fee.

b. Any specialty permitting, review, or inspections by other regulatory agencies will be the responsibility of the Architect/Engineer of Record, the Owner of the Project, or the Contractor as applicable. The Consultant will advise on when special permitting, review, or inspections are required and will provide recommendations for withholding Certificates of Occupancy, or directly withholding Certificates of Occupancy when granted that authority, until proper documentation is provided by the regulatory agency that the permitting, review, or inspections are approved or complete. Such specialty permitting, review, or inspections include, but are not limited to:
c. Any Food Establishments or related occupancies requiring a Health Department permit, review, or inspection will be coordinated with and provided by the Health Department.
d. The State Elevator Inspector or approved representative of the State will be responsible for any related permitting and inspections of any elevators.
e. Any project requiring licensing or review by the Missouri Department of Natural Resources (MDNR), the application, process, information, and submittals will be provided by the Architect/Engineer of Record or the Owner of the project as applicable.
   i. The construction contractor is responsible for means and methods, ensuring the constructed facility meets the requirements of the contract documents and job site safety.
   ii. In providing services under this agreement, the Consultant shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing a similar role under similar circumstances.
   iii. The Consultant shall reject any work identified that does not meet code. Such rejection of work shall not subject the Consultant to any liability or cause of action to or from the construction team, including but not limited to a claim for delay.
   iv. The City of St. Joseph Fire Protection District (Fire Code Official) will be included in the review and inspection process. Any comments from the Fire Code Official will be incorporated into the plan review.
f. Building plan review and building inspections are not a substitution for the professional responsibilities of the project Architect and Engineers of record, as required by the professional licensing board of the state of Missouri.

Additional Services to be included upon request of the City at an additional fee:

a. Perform preliminary review of early design documents (DD, 50% CD, etc.) with a focus on code analysis.
b. Attend design, pre-construction, and coordination meetings via teleconference.

c. Provide construction period services in the form of a code consultant on behalf of the City including providing interpretation of code questions, attending construction meetings on behalf of the City, and supplying general guidance for code compliance at the request of the City.
d. Review of deferred submittals.
e. Review of special inspection reports and documentation.
f. Conduct site inspections and deliver inspection reports. The inspections provided by GBA may include:
    i. Utilities (S, SS, CW, Domestic Water, Duct bank, etc.)
    ii. Temporary Electric Service
    iii. Permanent Electric Service
    iv. Gas Service
    v. Footings
    vi. Ground Work MEP
    vii. Slab / Deck Preps
    viii. Structure / Framing
    ix. Rough MEP
    x. Overhead MEP
    xi. Electrical Bonding
    xii. Fire Barriers / Fire Blocking
    xiii. Insulation
    xiv. Fire Alarm
    xv. Fire Sprinklers
    xvi. Temporary Certificate of Occupancy (Substantial Completion)
    xvii. Final Certificate of Occupancy (Final)
g. Issue TCO (temporary certification of occupancy) and FCO (final certificate of occupancy).

ADDITIONAL TERMS AND CONDITIONS:
Services specifically excluded under this Agreement include:

1. GBA shall reject any work identified that does not meet code, including but not limited to plans, specifications, documents, reports, construction, materials, equipment, or components. Such rejection of work shall not subject GBA to any liability or cause of action to or from the project owner, consultants, sub-consultants, contractors, sub-contractors, construction team, including but not limited to a claim for delay.
2. GBA will not have the authority to stop the Work of a contractor.

COMPENSATION:

GBA will perform these services on a lump sum fee basis with a total fee of **$42,217.** Payment for services requested by the City shall be invoiced at the time of permit issuance. GBA will invoice for services after it is confirmed that the permit will not be issued for any reason.

Invoices for services rendered (including fees and reimbursable expenses) shall be detailed and provide the title of the person rendering services, the hours expended, and a detailed description of any reimbursable expenses.

AGREED AND ACCEPTED:

CITY	**George Butler Associates, Inc.**
By: ____________________	By: ____________________
Printed Name: Mike Schumacher	Printed Name: Joe Kmetz, PE
Title: City Manager	Title: Building Code Services Lead
Date: ____________________	Date: 6/16/2026
	CC: Bryan Rasmussen, PE
	Title: Vice President

SPECIAL **Ordinance No.**

BILL # 180-26

AN ORDINANCE GRANTING ADDITIONAL PARKING SPACES ONTO SOUTHWEST PARKWAY BETWEEN FLEEMAN STREET AND MASON ROAD AS REQUESTED BY THE ST. JOSEPH SCHOOL DISTRICT.

Whereas, a request was submitted by the St. Joseph School District for permission to add additional parking spaces on Southwest Parkway, and

Whereas, the requestor has provided a project description and plans for review and approval and has agreed to comply with all requirements in the city code and Access Management Standard, and

Whereas, these types of parking spaces already exist at the location for which the request has been made, and

Whereas, the request and supporting documentation was reviewed and approved by city staff.

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

Section 1. That Chapter 21, Section 21-2, of the Code of Ordinances of the City of St. Joseph, allows for new openings onto the parkway with the approval of the Director of Parks and Recreation when presented with a written application stating the nature and location of the openings (Application attached).

Section 2. That Chapter 21, Section 21-2, of the Code of Ordinances of the City of St. Joseph, further allows the City Council to approve new driveways and openings on the parkway upon being presented with an application; that has the approval of the Director of Parks and Recreation.

Section 3. That the City Council of the City of St. Joseph Missouri does hereby grant additional parking spaces onto Southwest Parkway between Fleeman Street and Mason Road.

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

Approved as to form:

____
City Attorney

Passed/Adopted: ________________________

Attest: ______________________________
City Clerk

____
Mayor

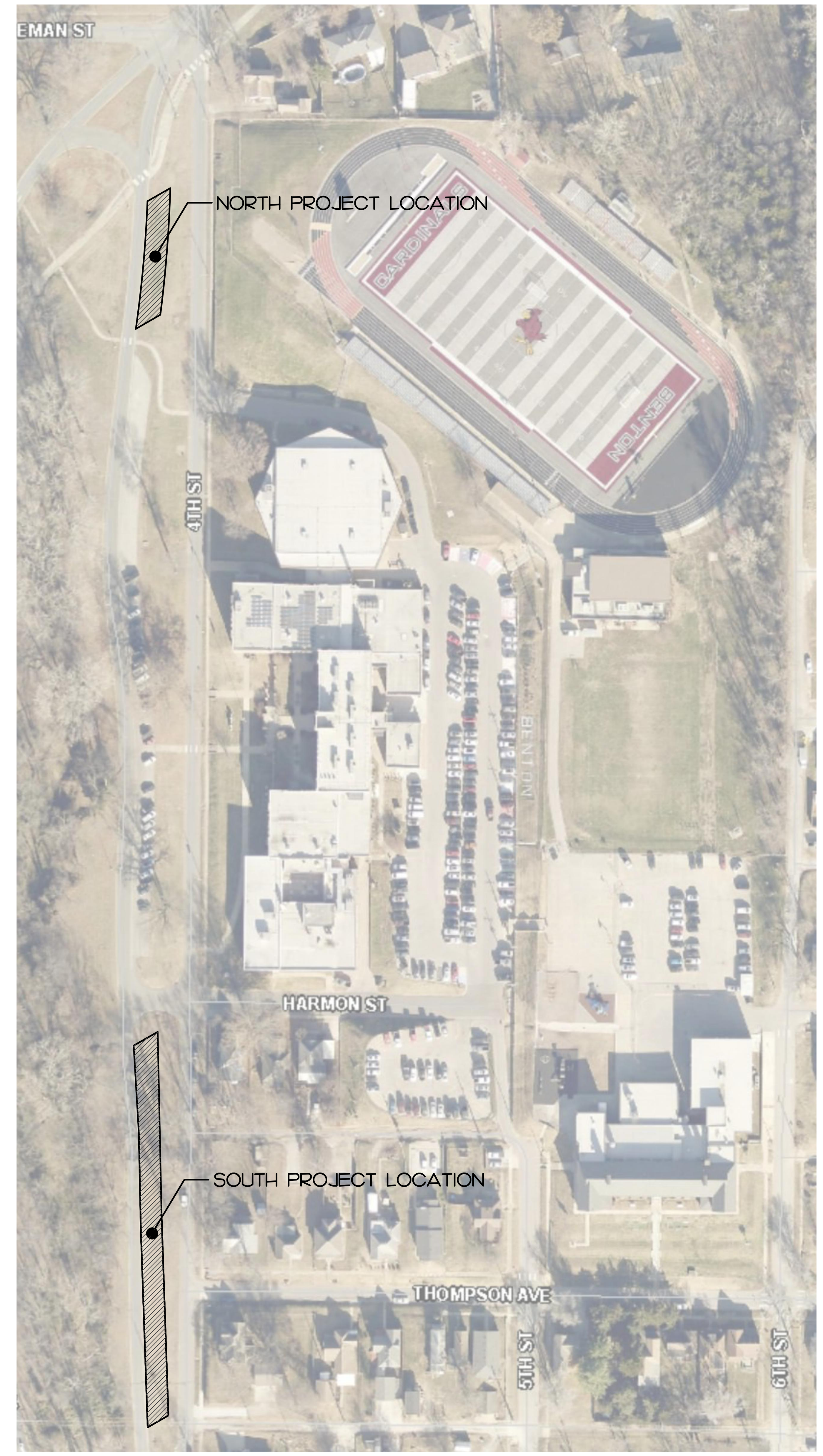
Date: July 6, 2026
Amount:
Account Number:

Explanation to Council Bill
Originating Department: Parks & Recreation

Purpose: To approve a request to allow the St. Joseph School District to construct an additional fifty-five parking spaces along Southwest Parkway.

Remarks: A request for an additional fifty-five parking spaces for student parking along Southwest Parkway was submitted by the St. Joseph School District. The district's request was made to the Director of Parks & Recreation due to a requirement in city code, Section 21-2, Openings, Driveways Into, Across Park, Parkway, Boulevard, to request such a project with the Director. The request and permit application is for construction of the additional parking spaces will match the existing parking spaces at that location. The St. Joseph School District has submitted the application, project description and plans for review and approval and has agreed to comply with all requirements in city code and Access Management Standard. The request is being approved to add fifty-five additional parking spaces necessary to accommodate the added students to Benton High School as a part of the district's redistricting process.

ADDITIONAL PARKING
BENTON HIGH SCHOOL
FOR
ST. JOSEPH SCHOOL DISTRICT
5655 SOUTH 4th STREET
ST. JOSEPH, MISSOURI



VICINITY MAP
NOT TO SCALE

DRAWING INDEX

C1.0 - PROPOSED SOUTH PARKING AREA SITE PLAN/ PROPOSED NORTH PARKING AREA SITE PLAN
C1.1 - ADA RAMP DETAILS/ CIVIL DETAILS

CODE REQUIREMENTS

LAND DISTURBANCE - 13,853 SF

CALL BEFORE YOU DIG
TOLL FREE 1-800-DIG-RITE OR 811
MISSOURI ONE-CALL SYSTEM, INC.

CREAL CLARK & SEIFERT
ARCHITECTS / ENGINEERS, INC.
1701 South Belt Hwy • Saint Joseph, Missouri 64507
Phone: 816-364-2435 • Fax: 816-364-1273 • www.ccsae.com

ADDITIONAL PARKING
BENTON HIGH SCHOOL
FOR
ST. JOSEPH
SCHOOL DISTRICT
5655 SOUTH 4th STREET
ST. JOSEPH, MISSOURI

REVISIONS:	
1	
2	
3	
4	

DRAWN BY: TSC
CHECKED BY: TSC
DATE: 03/25/2026

PRELIMINARY NOT FOR CONSTRUCTION

SHEET TITLE:
Site Plan

PROJECT NUMBER:
26-069

SHEET NUMBER:
CVR

Path: Q:\Creal-Clark Projects\Projects 2026\26-069 SJSD Benton High School - Additional Parking\26-069-CVR.dwg
Plotted by: CCS-0101
Plot time: 6/1/2026 4:18:59 PM
Layout Name: CVR

PROPOSED SOUTH PARKING AREA SITE PLAN

NOTE: 42 PARKING SPACES ADDED

1" = 30'-0"

PROPOSED NORTH PARKING AREA SITE PLAN

NOTE: 13 PARKING SPACES ADDED

1" = 30'-0"

GRADING NOTES:

1.) CONTOUR DATA SHOWN IS FOR INFORMATIONAL PURPOSES ONLY AND IS IN NO WAY TO BE SUBSTITUTED FOR A TRUE TOPOGRAPHICAL SURVEY PERFORMED BY A LICENSED SURVEYOR. CREAL CLARK AND SEIFERT ARCHITECTS AND ENGINEERS ASSUMES NO LEGAL RESPONSIBILITY FOR THE INFORMATION CONTAINED THEREIN.

2.) ALL UTILITIES SHOWN ARE APPROXIMATED FROM DATA MADE AVAILABLE AT THE TIME THESE DOCUMENTS WERE PREPARED. CONTRACTOR SHALL ARRANGE FOR A UTILITY LOCATE PRIOR TO BEGINNING ANY WORK BELOW GRADE. IN MISSOURI CALL 1-800-DIG-RITE, IN KANSAS CALL 1-800-DIG-SAFE

3.) THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON THE ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE ENGINEER/SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES / STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES / STRUCTURES MAY BE ENCOUNTERED. BEFORE AND EXCAVATION IS STARTED, CONTACT UTILITY COMPANIES FOR VERIFICATION OF UTILITY TYPE AND FIELD LOCATIONS.

4.) THIS DOCUMENT WAS PREPARED FOR ENGINEERING / ARCHITECTURAL DESIGN AND FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT IMPLY ANY EXACT PROPERTY BOUNDARY LOCATIONS.

5.) LOCATION OF UTILITES ARE APPROXIMATE FROM INFORMATION PROVIDED BY THE UTILITY COMPANIES USING THE 1-800-DIG-RITE MISSOURI ONE CALL SYSTEM. CONTRACTOR SHALL ARRANGE FOR A UTILITY LOCATE PRIOR TO BEGINNING ANY WORK BELOW GRADE. IN MISSOURI CALL 1-800-DIG-RITE, IN KANSAS CALL 1-800-DIG-SAFE

UTILITY PLAN GENERAL NOTES:

A. UTILITY WARNING: THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED, THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.

B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.

C. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FEATURES WHICH ARE TO REMAIN. DAMAGE TO EXISTING UTILITIES OR SITE IMPROVEMENTS SHALL BE REPAIRED BY THE CONTRACTOR TO THE OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.

D. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION. CONTRACTOR TO CONSTRUCT ALL SITE IMPROVEMENTS AND UTILITIES IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.

SYMBOL LEGEND

EXISTING SANITARY SEWER LINE
NEW SANITARY SEWER LINE
EXISTING GAS LINE
NEW GAS LINE
EXISTING UNDERGROUND ELECTRIC LINE
NEW UNDERGROUND ELECTRIC LINE
EXISTING POTABLE WATER LINE
NEW POTABLE WATER LINE
EXISTING STORM SEWER LINE
NEW STORM SEWER LINE
EXISTING FIRE LINE
NEW FIRE LINE
EXISTING FIBER OPTIC LINE
NEW FIBER OPTIC LINE
1120 EXISTING CONTOUR LINE
1120 NEW CONTOUR LINE
SILT FENCING
FLOW LINES
PROPERTY LINE

NEW	EXISTING	
LP	LP	LIGHTPOLE
PP	PP	POWERPOLE
MH	MH	MANHOLE
FH	FH	FIRE HYDRANT
WM	WM	WATER MAIN
GM	GM	GAS METER

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ADDITIONAL PARKING
BENTON HIGH SCHOOL
FOR
ST. JOSEPH
SCHOOL DISTRICT
5655 SOUTH 4th STREET
ST. JOSEPH, MISSOURI

REVISIONS:
1
2
3
4

DRAWN BY: TSC
CHECKED BY: TSC
DATE: 03/25/2026

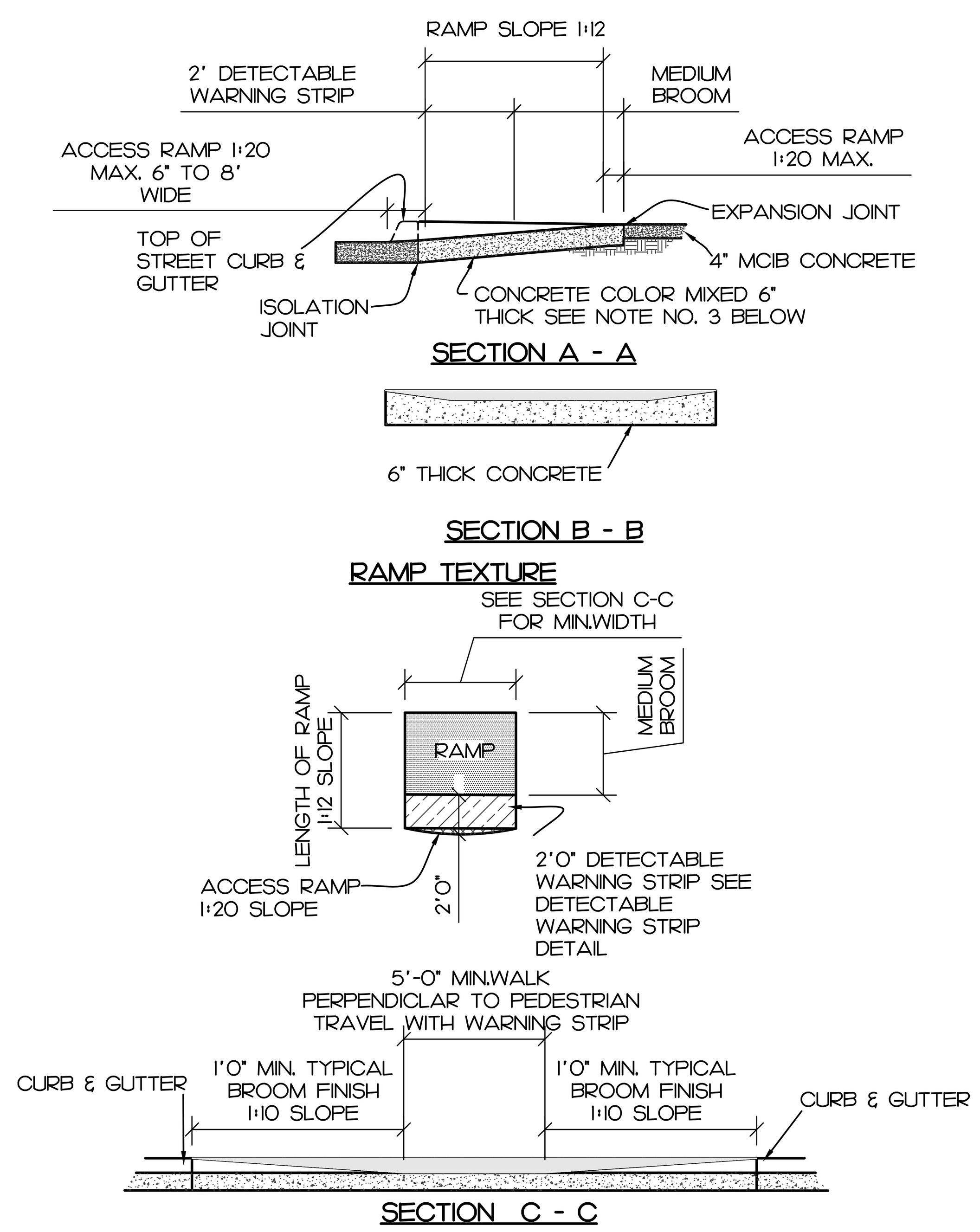
PRELIMINARY NOT FOR CONSTRUCTION

SHEET TITLE:
Site Plan

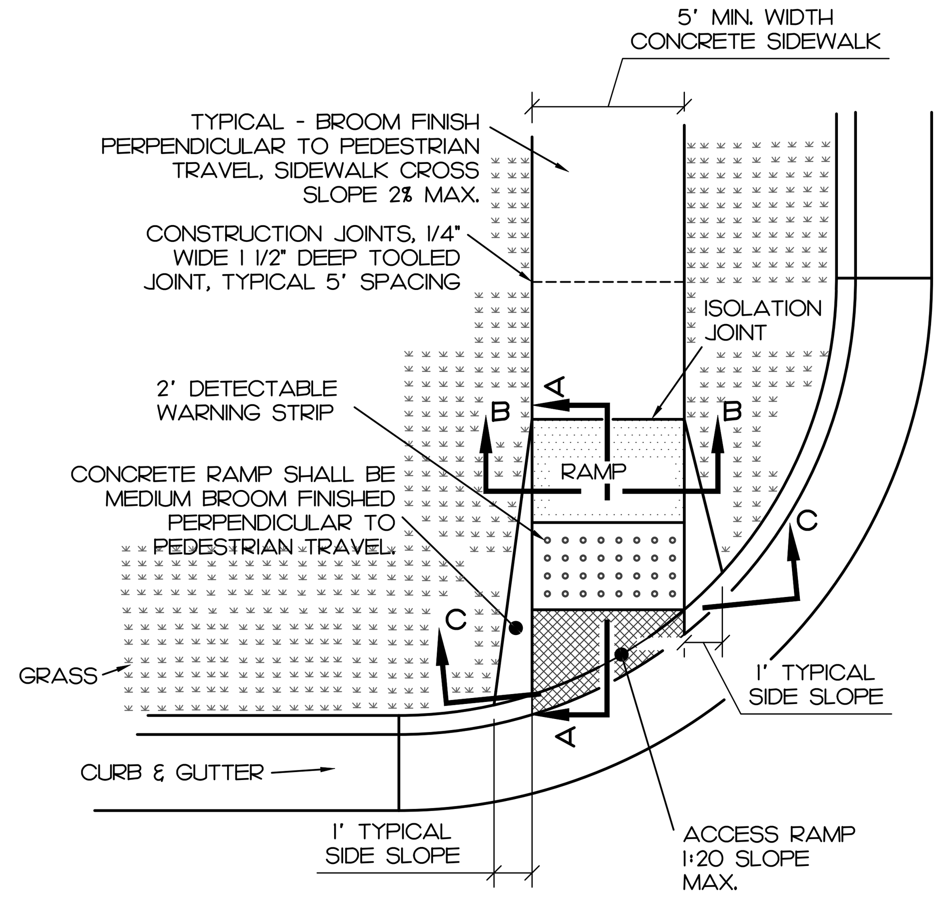
PROJECT NUMBER:
26-069

SHEET NUMBER:
C1.0

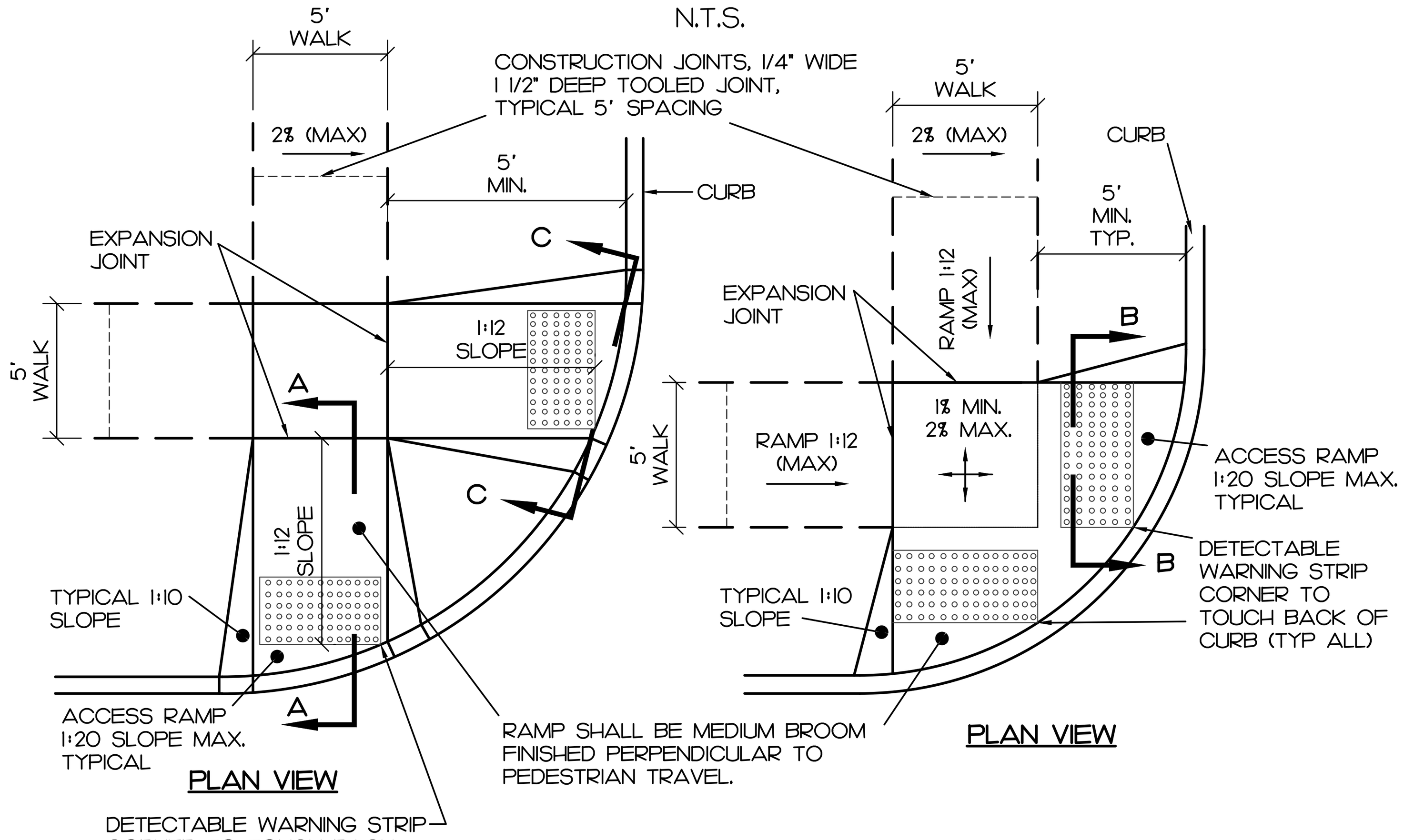
Path: Q:\Creal-Clark Projects\Projects 2026\26-069 SJSD Benton High School - Additional Parking\26-069-C1.0.dwg
Plotted by: CCS-0101
Plot time: 6/1/2026 4:19:00 PM
Layout Name: C1.0



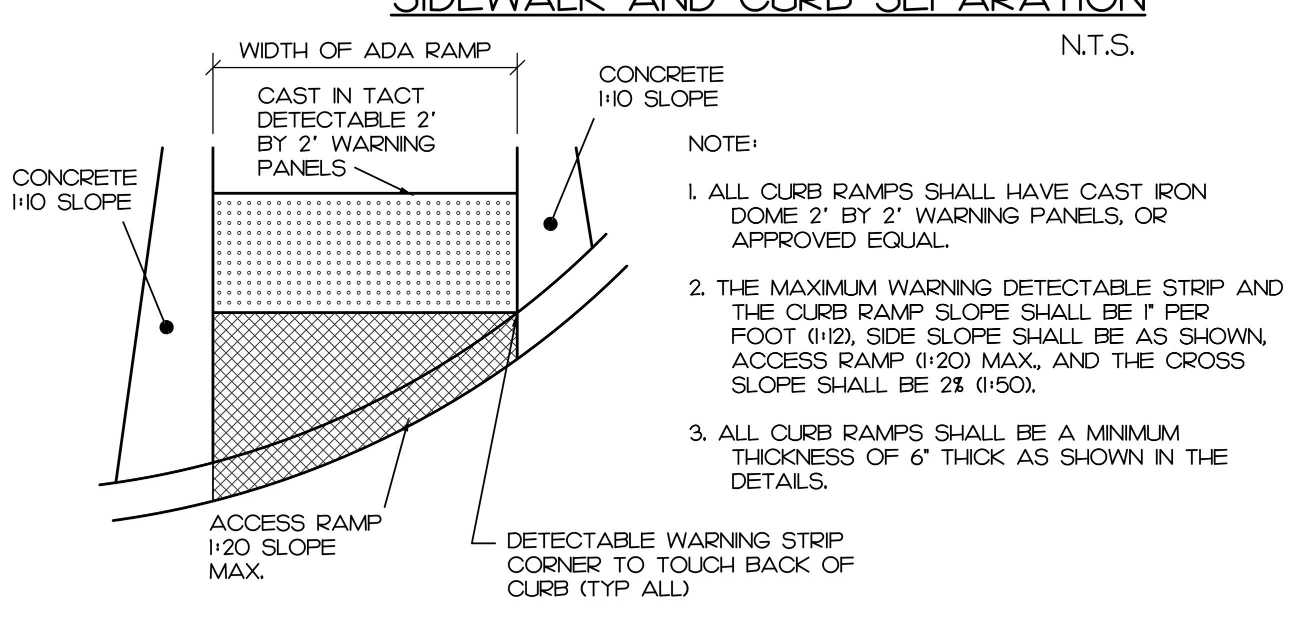
CURB RAMP DETAIL
N.T.S.



SINGLE WALK PLAN VIEW
N.T.S.



SIDEWALK AND CURB SEPARATION
N.T.S.



NOTE:

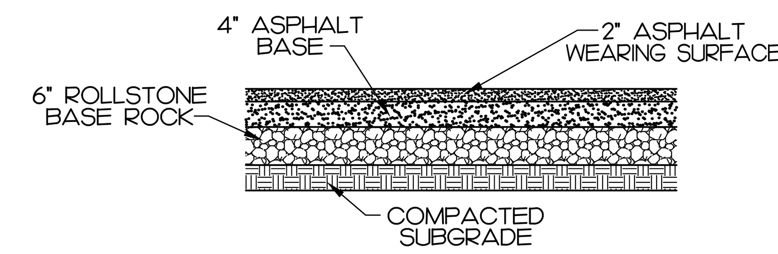
1. ALL CURB RAMPS SHALL HAVE CAST IRON DOME 2' BY 2' WARNING PANELS, OR APPROVED EQUAL.
2. THE MAXIMUM WARNING DETECTABLE STRIP AND THE CURB RAMP SLOPE SHALL BE 1" PER FOOT (1:12), SIDE SLOPE SHALL BE AS SHOWN, ACCESS RAMP (1:20) MAX., AND THE CROSS SLOPE SHALL BE 2% (1:50).
3. ALL CURB RAMPS SHALL BE A MINIMUM THICKNESS OF 6" THICK AS SHOWN IN THE DETAILS.

DETECTABLE WARNING STRIP
N.T.S.

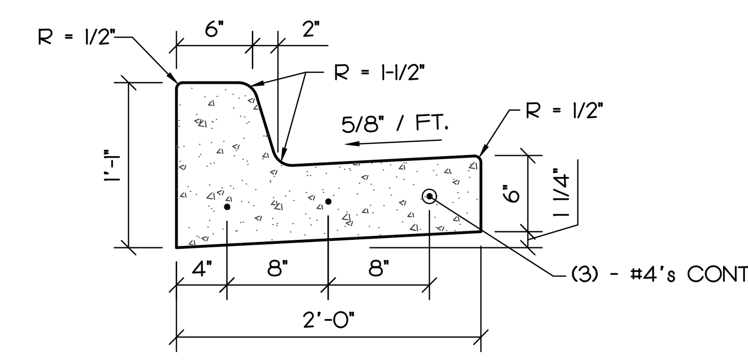
TYP. ADA RAMP DETAILS
N.T.S.

GENERAL NOTES:

1. ALL CURB RAMPS SHALL HAVE DETECTABLE WARNING STRIP, 2 FT. x WIDTH OF RAMP. THE DETECTABLE WARNING STRIP SHALL CONFORM TO THE FOLLOWING:
   A. CONSIST OF TRUNCATED DOMES TO BE: .9 TO 1.4 INCHES DIAMETER AT THE BASE OF THE DOME BY .2 INCHES HIGH MAXIMUM IN RADIAL OR SQUARE PATTERN.
   SPACING OF DOMES 1.6 INCHES MINIMUM AND 2.4 INCHES MAXIMUM, AND BASE TO BASE SPACING OF .65 INCHES MINIMUM.
2. SLOPES SHALL BE AS FOLLOWS:
   CURB RAMPS: 5% OR 1:20, MAXIMUM, CROSS SLOPE SHALL BE 2% OR 1:50
   TURNING SPACES: 2% OR 1:50 MAXIMUM, CROSS SLOPE SHALL BE 2% OR 1:50
   SIDEWALKS: CROSS SLOPE SHALL BE 2% OR 1:50 MAXIMUM.
3. ALL CONCRETE CURB RAMPS SHALL BE A MINIMUM THICKNESS OF 6" THICK.
4. SIDEWALKS AND CURB RAMPS SHALL BE INSTALLED ON COMPACTED SUBGRADE, 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY WITHIN -2 TO +3% OF THE OPTIMUM MOISTURE CONTENT. SEE SECTION 2100 "GRADING AND SITE PREPARATION" & SECTION 2201 "SUBGRADE PREPARATION" OF APWA STANDARD SPECIFICATION.
5. EXPANSION JOINTS SHALL BE A MINIMUM OF 1/2" EXPANSION JOINT FILLER MATERIAL EXTENDING THE WIDTH OF THE SIDEWALK OR RAMP AND FROM THE SUBGRADE TO WITHIN 3/8" BELOW THE SURFACE OF THE SIDEWALK. THESE SIDEWALK JOINTS SHALL HAVE TOOLED SURFACE EDGES, OF 1/4" RADIUS AND WEATHER SEALED AFTER CONCRETE HAS HARDEN.
6. THE CONSTRUCTION JOINT BETWEEN THE CURB AND THE ADA RAMP SHALL TOOLED LIKE THE CONSTRUCTION JOINTS IN THE SIDEWALK AND WEATHER SEALED.
7. ALL CONCRETE TO BE HAVE A CURING AND SEALING COMPOUND TO PREVENT WATER AND SALT INTRUSIONDURING THE EARLY LIFE OF THE CONCRETE (PROSOCO CONSOLIDECK SINGLESTEP OR EQUAL).
8. ALL EXTERIOR CONCRETE SHALL BE KCMMB 4K MIX DESIGN. ALL CONCRETE WITHIN THE CITY OF ST. JOSEPH'S RIGHT-OF-WAY (R.O.W.) MUST CONFORM TO THE 4,000 GRANITE MIX DESIGN SPECIFICATIONS



TYPICAL ASPHALT PAVING SECTION
1/2" = 1'-0"

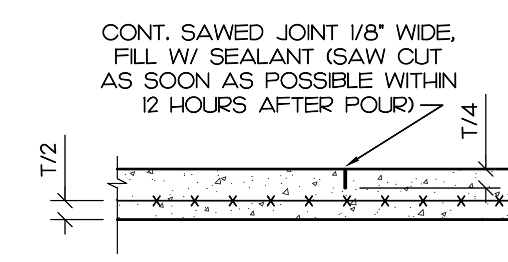


(TYPE CG-1)

STRAIGHT BACK CURB AND GUTTER
1" = 1'-0"

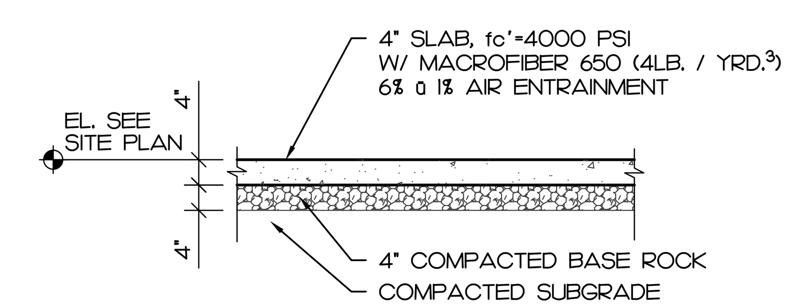
CURB NOTES:

1.) 3/4" ISOLATION JOINTS WITH 5/8" DIA. X 2' SMOOTH DOWELS SHALL BE PLACED AT RADIUS POINTS AND AT 150' INTERVALS. THESE DOWEL BARS SHALL BE GREASED AND WRAPPED ON ONE END WITH EXPANSION TUBES.
2.) 1" DEEP CONTRACTION JOINTS SHALL BE INSTALLED AT APPROXIMATELY 10' INTERVALS. THESE JOINTS SHALL PASS ACROSS THE ENTIRE CURB SECTION.
3.) FIX DOWEL BARS WITH BAR SUPPORTS.
4.) DEPTH OF CURB SHALL BE A MINIMUM OF 8" THROUGH THE HANDICAP ACCESS RAMP.



CONTROL JOINT SPACING	
SLAB THICKNESS	JOINT SPACING
4"	8 - 12 FT.
6"	12 - 18 FT.
8"	16 - 24 FT.

TYPICAL CONTROL JOINT (C.J.) DETAIL
1/2" = 1'-0"

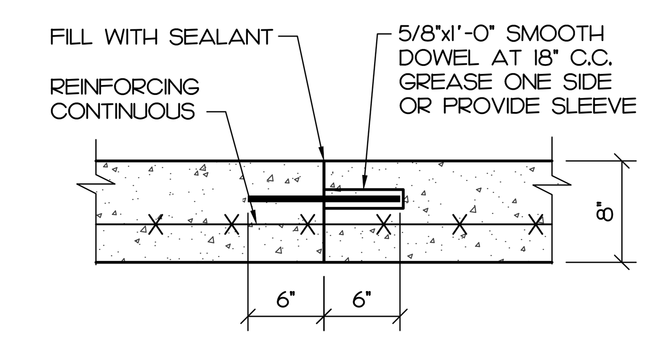


NOTE: 2% MAX. CROSS SLOPE

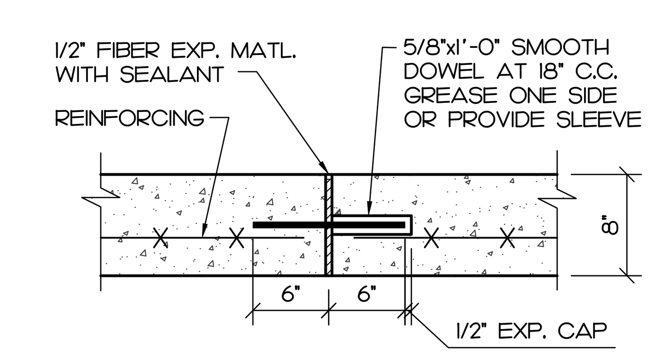
SIDEWALK PAVING DETAIL
NOTE: SEE SIDEWALK GENERAL NOTES THIS SHEET 1/2" = 1'-0"

SIDEWALK GENERAL NOTES:

1. SLOPES SHALL BE AS FOLLOWS:
   CURB RAMPS: 5% OR 1:20, MAXIMUM, CROSS SLOPE SHALL BE 2% OR 1:48
   TURNING SPACES: 2% OR 1:48 MAXIMUM, CROSS SLOPE SHALL BE 2% OR 1:48
   SIDEWALKS: CROSS SLOPE SHALL BE 2% OR 1:48 MAXIMUM.
3. ALL CONCRETE CURB RAMPS SHALL BE A MINIMUM THICKNESS OF 6" THICK.
4. SIDEWALKS AND CURB RAMPS SHALL BE INSTALLED ON COMPACTED SUBGRADE, 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY WITHIN -2 TO +3% OF THE OPTIMUM MOISTURE. SEE GRADING AND SITE PREPARATION NOTES ON SHEET C1.0.
5. EXPANSION JOINTS SHALL BE A MINIMUM OF 1/2" EXPANSION JOINT FILLER MATERIAL EXTENDING THE WIDTH OF THE SIDEWALK OR RAMP AND FROM THE SUBGRADE TO WITHIN 3/8" BELOW THE SURFACE OF THE SIDEWALK. THESE SIDEWALK JOINTS SHALL HAVE TOOLED SURFACE EDGES, OF 1/4" RADIUS AND WEATHER SEALED AFTER CONCRETE HAS HARDEN.
6. ALL CONCRETE TO BE HAVE A CURING AND SEALING COMPOUND TO PREVENT WATER AND SALT INTRUSION DURING THE EARLY LIFE OF THE CONCRETE (PROSOCO CONSOLIDECK SINGLESTEP OR EQUAL).
7. ALL EXTERIOR CONCRETE SHALL BE KCMMB 4K MIX DESIGN. ALL CONCRETE WITHIN THE CITY OF ST. JOSEPH'S RIGHT-OF-WAY (R.O.W.) MUST CONFORM TO THE 4,000 GRANITE MIX DESIGN SPECIFICATIONS.
8. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, ELEVATIONS, DIMENSIONS, AND RESTRICTIONS AND NOTIFY THE PROJECT MANAGER OF ANY INCONSISTENCIES.
9. CONCRETE SIDEWALKS WILL BE PER CITY OF ST JOSEPH STANDARDS - APWA METRO CHAPTER HTTP://KCMETRO.APWA.NET/PAGEDETAILS/439



SLAB CONSTRUCTION JOINT DETAIL
1" = 1'-0"



SLAB EXPANSION JOINT DETAIL
1" = 1'-0"

CREAL CLARK & SEIFERT
ARCHITECTS / ENGINEERS, INC.
1701 South Belt Hwy · Saint Joseph, Missouri 64507
Phone: 816-364-2435 · Fax: 816-364-1273 · www.ccsae.com

ADDITIONAL PARKING
BENTON HIGH SCHOOL
FOR
ST. JOSEPH SCHOOL DISTRICT
5655 SOUTH 4th STREET
ST. JOSEPH, MISSOURI

REVISIONS:	
1	
2	
3	
4	

DRAWN BY: TSC
CHECKED BY: PHF
DATE: 03/25/2026

PRELIMINARY NOT FOR CONSTRUCTION

SHEET TITLE:
CIVIL DESIGN DETAILS AND NOTES

PROJECT NUMBER:
26-069

SHEET NUMBER:
C1.1

Path: Q:\Creal-Clark Projects\Projects 2026\26-069 SJSD Benton High School - Additional Parking\26-069-C1.1.dwg
Plotted by: CCS-0101
Plot time: 6/1/2026 4:19:04 PM
Layout Name: C1.1

SPECIAL **Ordinance No.**

BILL # 181-26

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WESTERN RECEPTION, DIAGNOSTIC AND CORRECTIONAL CENTER TO PARTICIPATE IN THE SUPERVISED WORK RELEASE PROGRAM.

Whereas, the Supervised Work Release Program (hereinafter, "Program") offered by the Western Reception, Diagnostic and Correctional Center (hereinafter, "WRDCC") provides an offender the opportunity to gain work skills; and

Whereas, the Program would provide general maintenance and ground-keeping services to the City at a minimal cost; and

Whereas, the City has participated in this Program previously, with successful results being realized by both the City and the WRDCC.

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

Section 1. That the Supervised Work Release Program Agreement, by and between the City of St. Joseph and the Western Reception, Diagnostic and Correctional Center (WRDCC), 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 the WRDCC in substantially the form as is attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments or addenda that may be required to effectuate the purpose and intent of the Agreement and this Ordinance.

Section 3. That the Director of Finance be, and hereby is, authorized to issue payment in accordance with the terms of the proposal when directed to do so by the City Manager.

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: July 6, 2026
Amount:
Account Number: Various

Explanation to Council Bill
Originating Department: Legal

Purpose: To authorize execution of an Agreement with the Western Reception, Diagnostic and Correctional Center to participate in their Supervised Work Release Program.

Remarks: The Western Reception, Diagnostic and Correctional Center (WRDCC) offers a Supervised Work Release Program (the "Program") for the benefit of some of its incarcerated offenders. The Program offers an offender the chance to gain and develop work skills, while at the same benefiting an entity participating in the Program by providing manual labor at little cost; for example, an offender worker will get paid $7.50 per 8-hour shift. The type of work normally performed by the offender workers includes ground maintenance, janitorial services, building maintenance, machinery repair, work at the animal shelter, tree trimming and snow removal.

The City has participated in this program in the past and has generally benefited from doing so. City staff recommends entering into this Agreement with the WRDCC. The Agreement is for a one-year term, ending on June 30, 2027, with the ability to extend the Agreement an additional two, one-year terms. It may be terminated without cause by either party by giving a 30-day written notice.

Participation in this Program reflects the following action items in the City's strategic plan:

1. Continue to keep city properties clean and well maintained.
2. Ensure fiscal responsibility by increasing productivity and efficiency of the workforce.
3. Continue and further develop community outreach programs with public safety departments.

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.

Western Reception, Diagnostic and Correctional Center

Supervised Work Release Program Agreement
Between
The Missouri Department of Corrections
Division of Adult Institutions
2729 Plaza Drive
Jefferson City, MO 65102
And
The City of St. Joseph
1100 Frederick Avenue
St. Joseph, MO 64501

Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, Western Reception, Diagnostic and Correctional Center (WRDCC) and the City of St. Joseph ("Contractor") desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender's work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the WRDCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this agreement shall be signed, attached and made part of this agreement, subject to final approval by the Director, Division of Adult Institutions, or designee.

   1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:

   2.1 Effective July 1, 2026, through June 30, 2027, a binding agreement shall exist, wherein WRDCC agrees to furnish laborers ("an offender work crew") to the Contractor. This agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this agreement as a result of statute, rule, regulation or court order adopted after the effective date of this agreement shall be accomplished by written and signed amendment between the parties. This agreement may be renewed for two (2) additional one-year periods, or any portion thereof.

   2.2 This agreement is not intended to create any rights, liberty, interest nor entitlements in favor of any individual under the supervision of the Department. The agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Contractor employees shall assist with enforcement of Inmate Rules by reporting violations to the WRDCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.

a. All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact with offenders. The Department shall have the unilateral authority to refuse entry to Contractor personnel as it deems appropriate.

b. No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state, or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.

c. The Contractor shall cooperate with the WRDCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.

2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse, and consensual sex.

a. Any Contractor or Contractor's employee who witnesses any form of sexual misconduct must immediately report it to the WRDCC Warden or Work Release Coordinator. If a Contractor or Contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the agreement or, at the Department's sole discretion, require the Contractor to remove the employee from supervising offenders under the agreement.

b. Any Contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.

2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss or shrinkage of, or damage to, any materials, equipment, supplies, or items of value.

2.6 All records related to this Agreement deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor to WRDCC as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.

2.7 The WRDCC Work Release Coordinator or designee of the WRDCC Warden shall coordinate and monitor the progress and activities of the program and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary by either party.

2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement, and/or dismissal from any segment of the program shall be at the sole discretion of the WRDCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted, and assigned under the following conditions:

a. Classification and assignment of offenders shall be under the control of the WRDCC.

b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate by the Department, based on the service to be provided pursuant to this agreement.

c. The Contractor, working in concert with the WRDCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the WRDCC Warden, WRDCC Chief of Custody, WRDCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 221.111 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the WRDCC Warden and/or designee.

d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.

e. If required and/or deemed necessary by the facility Warden, WRDCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.

f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the WRDCC Control Center immediately.

g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.

h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.

i. Offenders assigned to work crews shall not operate trucks, automobiles, or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.

j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct, and supervisory relationship involving work crew offenders.

k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.

l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity, and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. WRDCC agrees to make every effort to accommodate the needs of the Contractor; however, the WRDCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.

m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.

n. The WRDCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the WRDCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.

o. Incidents involving offender workers requiring medical attention shall be reported to the WRDCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site WRDCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site WRDCC Medical Services or community resources, whichever is determined to be prudent under the circumstances. In either instance, the Contractor staff shall accompany/assist, maintain, watch over, and/or supervise offender workers until relieved by WRDCC correctional staff. In all instances, the WRDCC Warden and/or designee and the WRDCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted by the contractor to the WRDCC Safety Manager within 24 hours of any incident.

p. The WRDCC Warden and/or designee shall direct that on-site meals are prepared within WRDCC and provided at the work site, including a beverage, for the offender workers. No unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either party shall be monitored, inventoried, retrieved and secured following individual meals.

q. The WRDCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.

r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent, sunscreen, and/or replenishment of supplies necessary to perform the assigned task.

s. The Contractor shall provide safe working conditions. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery, and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the WRDCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

Specific Terms and Conditions

3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.

3.1 WRDCC will provide up to (14) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the WRDCC Warden.

3.2 Offenders will be assigned to the following shifts:

- Monday through Friday, 7:30 a.m. – 3:30 p.m., with a thirty (30) minute lunch break.

3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The WRDCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.

3.4 Offenders assigned to the work crew pursuant to this agreement will primarily engage in the following duties:

- Grounds Maintenance: Picking up trash, clearing brush, minor repair of grounds
- Janitorial Services: General Cleaning
- Building Maintenance: Minor repairs and painting
- Machinery Repair: Minor repair to string trimmers and lawnmowers
- City animal shelter
- Other: Tree Trimming and Snow removal

3.5 Offenders will be assigned to work at the City of St. Joseph.

3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers. Offenders are not to be picked up prior to 7:30 a.m.

3.7 The Contractor shall notify WRDCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.

3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to WRDCC in the evening. A copy of the out count shall be retained by WRDCC.

Payment & Invoice

4. Payment and Invoice processing shall be subject to the following:

4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.

4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications, and/or other expenses resulting from work requirements and/or attendance at one or more training events.

4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:

The Contractor will compensate offender workers $7.50 per eight (8) hour shift. Offenders shall be compensated $4.65 for any shift under four (4) hours in duration, including the cancellation of a shift once offenders have been delivered to a work site. No shift shall exceed eight (8) hours without prior approval from the Department. During summer shift, the Contractor will compensate offender workers $10.00 per (10) hour shift.

4.4 The Contractor shall submit timecards by the second business day of every month to the WRDCC.

4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government agency, SAM II vendor number E931422700-0 shall be utilized for payment processing.

Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

Liability

5. Contractor shall be responsible for any injury or damage occurring as a result of any and all negligent acts or omissions by its employees, agents and representatives during the performance of their duties under this MOU.

   5.1 The Parties agree that Contractor, to the extent allowed by law, shall indemnify and hold harmless the State, the Department, and its officers, agents, and employees from and against any and all loss, costs (including attorneys fees), and damage of any kind related to Contractor's performance or the performance of Contractor's employees, agents or representatives under this MOU.

   5.2 Nothing in this MOU shall be construed to be a waiver of sovereign immunity by the State of Missouri or the Department. The Parties agree the State of Missouri and the Department specifically preserve any protections afforded the State of Missouri or the Department by Chapter 537 of the Missouri Revised Statutes, or any other provisions of state law.

   5.3 The contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission by the State of Missouri, its agencies, employees or assignees.

Renewals, Amendments and Termination

6. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or breach of, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew the agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this agreement shall terminate on the part of all parties in any of the following events:

   a. At 11:59 p.m. on June 30, 2027.
   b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations, to be determined solely at the discretion of the Missouri Department of Corrections.
   c. At the close of thirty (30) days following written notice of intent to cancel by either party, without cause.

Signed and agreed hereto:

Mike Schumacher, City Manager City of St. Joseph Missouri	Date
Neil Wofford, Warden Western Reception, Diagnostic and Correctional Center Missouri Department of Corrections	Date
Myles Strid, Director Division of Adult Institutions Missouri Department of Corrections	Date

ATTACHMENT 1

MISSOURI DEPARTMENT OF CORRECTIONS
DEPARTMENT
PROCEDURE MANUAL

D2-11.10 Staff Member Conduct Effective Date: July 24, 2016

Signature on File

Anne L. Precythe, Department Director

I. **PURPOSE:** This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. **AUTHORITY:** Sections 217.040 and 217.175 RSMo

B. **APPLICABILITY:** All staff members of the department.

II. **DEFINITIONS:**

A. **Avoidable Contact:** Any contact with an offender, or ex-offender, or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
   a. giving unauthorized gifts of any nature,
   b. name calling,
   c. teasing,
   d. horseplay,
   e. joking,
   f. carrying messages, or
   g. sharing personal information.

B. **Chief Administrative Officer (CAO):** The highest ranking individual at the worksite and in accordance with the CAO reference document available in the department's computer system. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy or assistant division directors or central office section heads who are in their chain of command.

C. **Discrimination:** Unfair treatment of a staff member based on a protected characteristic such as race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with sex-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

D. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.

E. **Family:** For the purpose of this procedure, family shall include:

a. spouse,

b. parents or step-parents and their spouses,

c. siblings and their spouses,

d. children or step-children and their spouses,

e. grandparents or step-grandparents and their spouses,

f. grandchildren or step-grandchildren,

g. aunt,

h. uncle,

i. niece,

j. nephew, and

k. cousin.

F. **Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

G. **Immediate Family:** For the purpose of this procedure, immediate family shall include:

1. spouse,

2. parents or step-parents and their spouses,

3. siblings or step-siblings and their spouses, and

4. children or step-children and their spouses.

H. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.

I. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.

J. **Staff Member:** Any person who is:

1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;

2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;

3. a volunteer in corrections;

4. a student intern;

5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

K. **Working Days:** Monday through Friday except holidays.

III. PROCEDURES:

A. PROFESSIONAL PRINCIPLES OF CONDUCT

1. In order to pursue organizational excellence staff members are expected to adhere to the following professional principles of conduct:

   a. strive toward excellence in the day to day work activities;

   b. treat all persons respectfully, fairly, honestly and with dignity;

   c. perform duties responsibly;

   d. empower and assist other staff members to perform their jobs in a responsible manner;

   e. accept and respect the differences in people;

   f. work as a team member;

   g. make ethical decisions and act in an ethical manner;

   h. hold themselves and all other staff members accountable for their actions;

   i. abide by the laws;

   j. be truthful in reports, interviews, during investigations or inquiries and in other dealings with the public and staff members;

   k. be familiar with and adhere to:

      (1) the respective job components and job expectations established through the performance appraisal system;

      (2) the policies and procedures relating to job functions;

      (3) the employee handbook;

      (4) the department procedure regarding employee standards;

   l. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;

   m. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment; and

n. report inappropriate or retaliatory actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.

2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.

3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.

B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS

1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.

2. Staff members must maintain professional relationships with offenders.

3. Staff members must not knowingly have avoidable contact with:

   a. an offender,

   b. an offender's family,

   c. an offender's legal guardian and spouse,

   d. an offender's significant other, or

   e. an ex-offender (this does not include staff members who are ex-offenders).

4. A staff member must provide written notification to the CAO the next day he[1] reports to duty with copies to all supervisors in the chain of command when he:

   a. discovers that a family member is an offender,

   b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,

   c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,

   d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and

   e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.

   f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.

5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

[1] All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

6. Staff members must not give his or a fellow staff member's home or personal cellular telephone number or address to an:

   a. offender, ex-offender or their

      (1) immediate family,

      (2) significant other,

      (3) legal guardian, or

      (4) spouse.

7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:

   a. an offender, ex-offender or their

      (1) immediate family,

      (2) significant other,

      (3) legal guardian, or

      (4) spouse.

8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.

9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.

   a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.

      (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

C. REPORTING CRIMINAL MISCONDUCT

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.

2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.

a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.

b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.

c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.

d. Non-custody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.

3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.

   a. The CAO will determine whether the staff member will be required to report to the worksite.

   b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.

4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.

5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.

   a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).

   b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.

   c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

D. REPORTING MISCONDUCT

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.

2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.

4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the safety and security of the work place.

E. REPORTING MISMANAGEMENT

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.

2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

IV. REFERENCES:

A.		Section 105.055 RSMo
B.	931-3469	Administrative Proceedings Warning
C.	D1-8.6	Offender Physical Abuse
D.	D1-8.13	Offender Sexual Abuse and Harassment
E.	D2-9.2	Suspension
F.	D2-11	Employee Standards
G.	D2-11.1	Secondary Employment or Volunteer Work

V. HISTORY:

A.	Original Effective Date:	05/08/89
B.	Revised Effective Date:	04/23/90
C.	Revised Effective Date:	09/15/93
D.	Revised Effective Date:	04/20/99
E.	Revised Effective Date:	05/15/00
F.	Revised Effective Date:	04/06/08
G.	Revised Effective Date:	05/23/09
H.	Revised Effective Date:	12/17/09
I.	Revised Effective Date:	10/05/13
J.	Revised Effective Date:	07/24/16

STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS

ADMINISTRATIVE PROCEEDINGS WARNING – CONTRACT STAFF

TO	FROM

INQUIRY CONCERNS (INCLUDE FACTS, TIME, NAMES AND DATES RELATING TO THE INCIDENT IN QUESTION)

I advise you that you are being questioned or required to testify as part of an official investigation of the department. This inquiry involves the above described incident and is in accordance with departmental policies and procedures.

This is not a criminal investigation. You must answer questions related to your knowledge of the facts surrounding this incident.

Refusal to answer questions or testify to matters related to this incident implies you have violated departmental procedures and such refusal is cause for action by the department including not permitting entrance into department institutions and facilities.

The information you provide for this administrative investigation cannot be used against you in any criminal proceeding.

STAFF ISSUING WARNING	TIME	DATE
	☐ A.M. ☐ P.M.	

I HAVE READ OR HAD READ TO ME AND I UNDERSTAND THE ABOVE WARNING.

SIGNATURE	DATE

MO 931-4083 (11-06) DISTRIBUTION: WHITE - DOC CANARY CONTRACT STAFF

Minutes of the Meeting of the Housing Authority
of the City of St. Joseph

A meeting of the Housing Authority Board of Commissioners was held on Thursday, May 21, 2026, at 4:00p.m. at 2902 So. 36th Street.

The meeting began with a roll call, in attendance were the following;

Commissioners: Michael Barnes, Robin Kilgore, Paulette Million and Leslie Ross
Staff: Jeff Penland, Leslie McQueen, Vicki Rowland, Donna Wilson and Kendra Sands
Absent was: Commissioner Lindsey Bernard

The minutes from the April 16, 2026 meeting were approved.

New Business

Resolution #1100

A Resolution of the Housing Authority of the City of St. Joseph, Missouri authorizing the sale of the property located at 2811 South 36th Street to the St. Joseph Housing Corporation for the purchase price of $150,000.00 for the Development of Low-Income Affordable Housing.

Commissioner Paulette Million made motion to approve Resolution #1100, Commissioner Robin Kilgore seconded the motion and the following vote was recorded;

Ayes: Commissioners Michael Barnes, Robin Kilgore, Paulette Million and Leslie Ross
Nays: None
Abstentions: None

Resolution #1101

Resolution approving the charging off of a Collection Loss in the amount of $124.80, for the purpose of financial accountability of past due accounts of tenants who are no longer occupying a unit under the jurisdiction of the Housing Authority.

Commissioner Robin Kilgore made motion to approve Resolution #1101, Commissioner Paulette Million seconded the motion and the following vote was recorded;

Ayes: Commissioners Michael Barnes, Robin Kilgore, Paulette Million and Leslie Ross
Nays: None
Abstentions: None

Resolution #1102

Resolution to write off all checks for the Voucher Program and Public Housing Programs which are 90 days outstanding. The outstanding checks for the Voucher Program is $575.00 and $81.00 for the Public Housing Programs totaling $656.00.

Commissioner Paulette Million made motion to approve Resolution #1102, Commissioner Leslie Ross seconded the motion and the following vote was recorded;

Ayes: Commissioners Michael Barnes, Robin Kilgore, Paulette Million and Leslie Ross
Nays: None
Abstentions: None

The Occupancy Reports and the Financial Reports for the Voucher Program and Public Housing Programs were reviewed.

The was no further business to discuss, Commissioner Paulette Million made motion to adjourn and Commissioner Robin Kilgore seconded the motion and the meeting was adjourned.

____
Michael Barnes, Chairman of the Board

ATTEST:______________________
Jeff Penland, Secretary

Minutes

Senior Citizens Foundation, Inc. Board Meeting

Joyce Raye Patterson 50+ Activity Center

May 19, 2026, 3:00 PM

Present: Shirley Bartley 2027, Scott Dittmer 2027, Harlyn Fritzson 2027, Gene Egbert 2026, Sally Schwab 2028, Roger Wright 2027, Louis Payton 2027, Michael Maguire 2026, Janie Kemp 2028, Charlie Clisbee 2031, Drew Brown 2028, Janie Obermier 2026, Julie Noel, Director, Karen Bechtold, Senior Account Clerk

Absent: George Hammer 2031, Sarah Cotton 2028, Steve Snider 2027

ATTENDANCE OVERVIEW:

FOUNDATION APPOINTED EXECUTIVE MEMBERS:

NAME ATTENDANCE*	Present/Absent	END OF CURRENT TERM OF OFFICE
Shirley Bartley	20/0	6-30-27
Charles Clisbee	16/4	6-30-31
Sarah Cotton	13/7	6-30-28
Harlyn Fritzson	16/4	6-30-27
George Hammer	7/3	6-30-31
Janie Kemp	15/5	6-30-28
Steve Snider	1/2	6-30-27
Michael Maguire	17/3	6-30-26
Roger Wright	20/0	6-30-27

CITY APPOINTED EXECUTIVE MEMBERS:

NAME ATTENDANCE*	Present/Absent	END OF CURRENT TERM OF OFFICE
Drew Brown	15/5	6-30-28
Scott Dittmer	20/0	6-30-27
Gene Egbert	17/3	7-28-26
Janie Obermier	14/6	7-27-26
Louis Payton	16/4	6-30-27
Sally Schwab	10/0	6-30-28

*Cumulative attendance began July 2024

1. The meeting was called to order by Shirley Bartley and attendance was registered.

2. The minutes of April 21, 2026, Board meeting were reviewed. Louis Payton made a motion to approve the minutes. Gene Egbert seconded the motion. The Board unanimously approved the motion.

3. Reports:

a. Treasurers Report: Harlan Fritzson presented the financial reports for the month ending April 30, 2026. The handout included the payment and receipt logs, expenses, Checking Account balances and Trust Fund information.
April 30, 2026

Bank Account balance April 30, 2026	$	3,750.02
Current Balance	$	10,927.10
Portfolio Balance April 30, 2026	$	3,722,413.67
Year to date Withdrawals:	$	115,000.00
Portfolio Value July 1,2025	$	3,513,430.21
Monthly Fee	$	1,467.86
YTD Fees Deducted	$	14,666.86
YTD income	$	72,869.87

Asset Allocation: Cash and Equivalents 1.3%, Equity investment 52.9%, Fixed income investments 41.0 %, Alternative investments 4.8%.

Gene Egbert made a motion to approve the Treasurer's Report. Scott Dittmer seconded the motion. The Board unanimously passed the motion.

b. Director's Report: Julie Noel presented the Board with a report and provided a handout describing activity levels at the Center for the months of March and April. March attendance was up and April attendance was down due to Joyce Raye Patterson 50+ Activity Center closed April 23 – April 30, 2026 for deep cleaning. Elevator project started April 20, 2026. New Travel Club started in March was a success. Homeless encampment on north side of building was cleaned up and no trespassing signs displayed. A huge thank you to Scott Dittmer and Jon Erickson for volunteering their time helping deep clean Joyce Raye Patterson 50+ Activity Center.

4. Old Business

Building Maintenance:

a. The railings on the 10th St. side of the building are currently being replaced by 12-foot section at a time. Parks Department is custom making the railings for each section and replacing the old with the new ones as weather is permitting.

b. Julie Noel worked on repairing the roof while Joyce Raye Patterson 50+ Activity Center was closed for deep cleaning.

c. The pillars under the building have been repaired.

d. The crumbling concrete beneath the front entrance has not been addressed yet. Unknown when that will be addressed.

e. The elevator update began on April 20, 2026. If the update requirements are approved by the State of Missouri, the target date to open elevator is May 18, 2026. Certification by the State includes inspecting all areas of the elevator mechanics, box, and computer that were upgraded to ensure they are safe, working properly, and meet the code requirements. Joyce Raye Patterson 50+ Activity Center will be closed from April 23 - May 10, 2026, for deep cleaning. During the shutdown Rec Center has agreed to allow the patrons of Joyce Raye Patterson 50+ Activity Center to use their facility.

f. The entrance into the parking lot from 9th St. needs repair as there is a pothole. Julie reported to the street department. Unknown when this will be addressed.

5. New Business: There was no new business to discuss.

6. Committee Reports:

a. Allocation Requests: Nothing to report

b. Decorating Committee: Sarah Cotton decorated May 18, 2026 with Americana décor throughout Joyce Raye Patterson 50+ Activity Center.

c. Nominating Committee: Shirley Bartley-President facilitated the Nominating Committee Meeting May 7, 2026. Meeting Attendees: Michael McGuire-Chairman, Gene Egbert, Steve Snider, Scott Dittmer. Nominating Committee Recommendations: Gene Egbert, Foundation Director (1st Full Six Year Term) Expires 6/30/32. City Council Appointment Recommendations: Michael McGuire (Three Year Term) Expires 6/30/29 and Charles Przybylski (Three Year Term) Expires 6/30/29. Note: Will be submitted to the city in compliance with city procedures.

d. Council: The Council: No activity. Balance in checking account $1,495.22.

e. Fitness Center Group: Nothing to report.

7. Adjournment: Gene Egbert made a motion that we adjourn. Scott Dittmer seconded the motion. The Board unanimously approved, and the meeting was adjourned.

Respectfully submitted,
Karen Bechtold, Senior Account Clerk

MINUTES OF THE PLANNING COMMISSION

Pursuant to notice, the Planning Commission of the City of St. Joseph met, on Thursday, May 28, 2026, at 5:30 p.m. in the Council Chambers at City Hall.

	Name	Term Attendance (mtgs attended-mtgs absent)	End of Term
MEMBERS PRESENT:	Bill Couldry	(09-00)	03/03/28
	Patt Lilly	(32-10)	01/29/27
	Kristi Green	(12-01)	06/15/28
	Brett Hausman	(29-13)	08/05/28
MEMBERS ABSENT:	Penny Poore	(11-13)	06/15/28
	Tim Lager	(23-05)	01/29/27
	Tom Richmond	(35-05)	07/17/27

STAFF PRESENT: Josh Emberton, City Attorney
Kim Schutte, City Planner

CALL TO ORDER - Hausman called the meeting to order at 5:30 p.m.

ROLL CALL - Couldry-Present, Richmond-Absent, Lilly-Present, Hausman-Present, Green-Present, Lager – Absent, Poore - Absent

Quorum is present. Four members constitute a quorum.

POSTPONEMENTS/ADJUSTMENTS TO THE AGENDA –

None

NEW BUSINESS -

Item #1: Approval of Minutes- Couldry made a motion to approve the minutes of the April 23, 2026, meeting. Green seconded.

VOTE: Voice Vote -- Unanimous

Minutes Approved.

Item #2: Request for a Conditional Use Permit to allow an auto sales business to operate at 1201 Garfield Ave. as requested by Jonathan Hockaday of LLA Auto Sales LLC.

- Schutte presented the staff report
- Discussion among the Commissioners and staff

Couldry made a motion to approve the Conditional Use Permit; Green seconded.
Vote:
Coldry – aye
Green – aye
Hausman – aye
Lilly – aye
Motion Passes

Item #3: Request for the vacation of several streets and alleys east of Stockyards Expressway and south of Florence Rd. as requested by the City of St. Joseph.

- Schutte presented the staff report
- Chelsy Gross, 3705 Hilda Ln., spoke in favor of the item
- Discussion among Commissioners and staff

Couldry made a motion to approve the vacation; Lilly seconded.
Vote:
Coldry – aye
Green – aye
Hausman – aye
Lilly – aye
Motion Passes

Council Update: Schutte provided an update on City Council actions at the May 26, 2026, meeting.

OLD BUSINESS - NONE

Meeting adjourned 5:50 p.m.

Minutes respectfully submitted,

Kim Schutte, City Planner

COUNCIL WORK SESSION MINUTES

June 22, 2026 – 4:00 p.m.
4th Floor Conference Room - City Hall

A Council work session was held to discuss the following items:

1. Bartlett Center Agreement
2. Civic Arena HVAC
3. General discussion concerning items on the City Council regular meeting agenda

Attending: Mayor Larry Miller and Councilmembers Collin Clibon, Madison Davis, Jason Eslinger, Russell Moore, Marty Novak, Randy Schultz, Andy Trout and Gary Wilkinson.

Mike Schumacher, City Manager; Josh Emberton and Jason Soper, City Attorneys; Paul Luster, Police Chief; Ivan Klippenstein, Fire Chief; Debra Bradley, Health Director; Josh Royle, Technology Services Director; Jeff Atkins, Parks & Recreation Director; Mary Robertson, Civic Facilities Director; Dale Reuter, Planning & Community Development Director; Laurie Thompson, General Services Director; Kaycee Garton, City Clerk; Jason Strong, Deputy Police Chief; Jende Smith, Deputy Director of Recreation; Phillip Leimbach, Chief Project Manager; Rich Karleskint, Controller; Jessica Kozol, Communications & Community Engagement Manager; Ed Schilling, Multimedia Planner; Latisha Little, Deputy City Clerk; Jacy Brooks, Executive Admin. Assistant; Tyson Lucas, Civic Facilities Manager; Mary Kay Griffin, Community Development Manager; Brendan McGinnis, Detective; Brad Kerns, Police Captain; Stephaine Insell, Police Sergeant; Juniper Brown, Historic Preservationist; and Heidi Eggers, Business Liaison.

Mayor Larry Miller called the meeting to order at 4:00 p.m.

1. City Manager Mike Schumacher provided Council with the current lease agreement and a financial report for the Bartlett Center dating back to 2021. Councilmember Clibon initiated the discussion regarding the Bartlett Center and distributed handouts, including a letter from the Bartlett Center titled, "Request for One-Year Rent Relief for the Bartlett Center." Councilmember Davis wanted it to be noted that Council has been asking for the records being given at this meeting for an extended period of time and never received them until now. Councilmember Clibon explained that the audit is included along with information on the financial state of the Bartlett Center. He explained that they rely a lot on State funding, which they've had trouble securing recently. He thinks rent relief would be a reasonable investment in an adverse community. Discussion followed regarding the letter not previously being provided to all of Council, only select members.

Councilmember Davis expressed his concerns regarding the financial situation at the Bartlett Center. He said this Council and previous Council have all had numerous issues trying to get financial information from the Bartlett Center. He said we continue to have discussions about the Center not having money to operate. He doesn't believe that they are fully doing what they should be doing when it comes to serving the community. He noted that the City has spent $800,000 on the Bartlett Center alone since 2021. Davis mentioned other agencies that could greatly benefit from the services that the City provides for the Bartlett Center. He stated giving rent free for a year is not going to solve their financial issues. Councilmember Novak stated he is not comfortable with rent relief for similar reasons that Davis mentioned. Councilmember Wilkinson mentioned that he believes the need is there. He said if an audit has been requested and not received, he too would have some concerns. He mentioned that he was one of the Councilmembers that did not receive the letter. Councilmember Clibon pulled up his email and said the members who received the letter was Mayor Miller, Councilmembers Trout, Moore, Schultz, Wilkinson, and the Bartlett Center Board.

Councilmember Wilkinson asked Clibon how one year of rent relief would help solve the problem. Clibon said it provides them with breathing room to pursue more fundraising opportunities. Clibon said they need around $45,000 to fill the gap. Councilmember Schultz mentioned what their expenses are and what the City provides. Their expenses being salaries, food and rent which is $2,806.88. Councilmember Davis mentioned the handout that Schumacher provided. He said it lists all the dates that rent was due and paperwork that was required. He said it shows exactly what we've asked for and that we are not always provided with the things we've asked. Councilmember Schultz mentioned all of the City's currently leased properties. He said if we can't do a rent reduction or relief for all, we should be doing it for one. Councilmember Novak agreed. He said he cannot support a rent reduction. Novak asked if rent is current, Schumacher said they owe for June. Wilkinson said he could support the relief if we had complete accounting of what has gone on previously.

Clibon mentioned that he appreciates Council letting him speak about this request. He said his goal is to just get them put on stable financial footing, but he hears Councils concerns and understands them. LaTonya Williams, Executive Director of the Bartlett Center, mentioned that she would be willing to provide any information requested of her. Councilmember Eslinger asked about the annual report that's required as part of their lease. She said she wasn't aware of that requirement because it wasn't in the old lease. The new lease was in effect in the Fall of 2024.

Council agreed that they would not be making a decision on rent relief at this meeting.

2. Schumacher said the City has been forced into making some decisions regarding HVAC at the Civic Arena. He said we are over 2 million dollars short on addressing the needs. He pulled the trigger on portable cooling units which will cost $5,000/month while they are used throughout the Summer. He has asked staff to move forward with repairing a compressor that's out on a 2015 unit. That leaves 4 units on the roof that do not work. He said while our customers are in there, being hot, he felt like we needed to make some decisions and get things going so Council will soon see items on the agenda and invoices for those items. Schumacher said while he still hasn't found a solution for it, the lack of ongoing maintenance on HVAC units continues to be an issue. He also noted that the steps taken to solve the issue for now will not solve the issue long term.

3. Schumacher mentioned that the last item on today's agenda is the general discussion concerning items on the City Council regular meeting agenda. He said the intention here is that we can go around the table and see if anyone has any questions, concerns or comments regarding items on that meetings agenda. This is not intended to drill down on any particular topic.

Clibon mentioned an email he sent to Council regarding an amendment to the proposed code amendment regarding "Unauthorized Relocation of Transient and Unhoused Individuals." He mentioned that he had just a few changes he was interested in making before passage. He said he spoke with Rachael Bittiker with Community Missions. Eslinger mentioned that he didn't want it any more narrowly tailored than they already spoke about. He said he had assistance with an amendment from Legal regarding the bus issue previously spoken about. Moore said he would not be voting for the homeless because he thinks it's targeting the homeless population. Wilkinson said he initially had the same view but since reading it, he realizes that there's no penalty for the homeless individual themselves. He doesn't believe it will have much effect if it is adopted.

The meeting adjourned at 4:42 p.m.

Kaycee Garton

Minutes transcribed by Kaycee Garton, City Clerk

BARTLETT CENTER REPORT

Expenses

	2026	2025	2024	2023	2022	2021
Spire	$ 29,280.00	$ 28,075.27	$ 39,432.01	$ 42,721.54	$ 30,026.17	$ 19,726.54
Evergy	$ 21,880.00	$ 15,824.00	$ 16,957.01	$ 17,726.27	$ 14,142.15	$ 10,523.95
Internet	$ 3,060.00	$ 3,058.68	$ 3,058.68	$ 2,658.48	$ 2,297.81	$ 1,364.35
Water	$ 4,080.00	$ 4,014.00	$ 3,912.00	$ 3,265.00	$ 2,000.00	$ 2,000.00
Insurance	$ 9,900.00	$ 9,900.00	$ 9,900.00	$ 9,900.00	$ 9,900.00	$ 9,900.00
Utilities Total	**$ 68,200.00**	**$ 60,871.95**	**$ 73,259.70**	**$ 76,271.29**	**$ 58,366.13**	**$ 43,514.84**
Vinyl Floor Covering	$ 12,000.00	$ -	$ -	$ -	$ -	$ -
Floor Machine	$ 10,000.00	$ -	$ -	$ -	$ -	$ -
Building Maintenance	$ 13,662.00	$ 13,662.00	$ 10,456.00	$ 14,548.00	$ 8,955.00	$ 10,000.00
Restroom Renovations,Roof Repair, Painting Gym, Gym Floor	$ -	$ 39,844.00	$ 3,836.00	$ 7,722.00	$ 993,098.00	$ 241,672.00
HVAC	$ 1,200,000.00	$ -	$ -	$ -	$ -	$ -
Maint/Capital Total	**$ 1,235,662.00**	**$ 53,506.00**	**$ 14,292.00**	**$ 22,270.00**	**$ 1,002,053.00**	**$ 251,672.00**
CDBG	$ 18,869.00	$ 21,850.00	$ 21,850.00	$ 21,850.00	$ 23,000.00	$ 23,000.00
ARPA	$ -	$ 37,779.00	$ 23,493.00	$ 38,726.00	$ -	$ -
Special Allocations Total	**$ 18,869.00**	**$ 59,629.00**	**$ 45,343.00**	**$ 60,576.00**	**$ 23,000.00**	**$ 23,000.00**

Revenues

Lease	$ 33,683.00	$ 32,543.00	$ 31,443.00	$ 31,443.00	$ 31,443.00	$ 31,443.00
	2026	**2025**	**2024**	**2023**	**2022**	**2021**
Only Utilities/Insurance	$ (34,517.00)	$ (28,328.95)	$ (41,816.70)	$ (44,828.29)	$ (26,923.13)	$ (12,071.84)
Net Rv-Ex Total	**$ (1,289,048.00)**	**$ (141,463.95)**	**$ (101,451.70)**	**$ (127,674.29)**	**$ (1,051,976.13)**	**$ (286,743.84)**

Lease Payment History FY26				
0234259	7/1/2025	2,806.88		$ 2,806.88
	7/3/2025		(2,806.88)	$ -
0235226	8/1/2025	2,806.88		$ 2,806.88
	9/30/2025		(2,806.88)	$ -
0236039	9/1/2025	2,806.88		$ 2,806.88
0236982	10/1/2025	2,806.88		$ 5,613.76
0238391	11/1/2025	2,806.88		$ 8,420.64
0239712	12/1/2025	2,806.88		$ 11,227.52
0240977	1/1/2026	2,806.88		$ 14,034.40
				$ 14,034.40

The 8/1/25 payment was paid late on 09/30/25. **No pentalties applied.

September - Current outstanding.

	FY25	Invoiced	Date Received CDBG	Date Received Finance	Date Paid	Account Notes	Compliance	
July	2024		4/10/2025			No signed contract	Missing paperwork	Email on file
August	2024		(12/3/2024) 4/10/2025			No signed contract	Missing paperwork	Email on file
September	2024	$ 5,462.52	(12/3/2024) 4/10/2025	6/23/2025	6/27/2025	No signed contract	Missing paperwork	Email on file
October	2024		(12/3/2024) 4/10/2025			No signed contract	Missing paperwork	Email on file
November	2024		4/11/2025			No signed contract	Missing paperwork	Email on file
December	2024	$ 5,462.52	4/11/2025	6/30/2025	7/3/2025	No signed contract	Missing paperwork	Email on file
January	2025		4/11/2025			No signed contract	Missing paperwork	Email on file
February	2025		3/26/2025			No signed contract	Missing paperwork	In Person
March	2025		3/26/2025			Contract signed 3/26/25	Missing paperwork	In Person
April	2025	$ 7,283.36	3/26/2025	6/30/2025	7/11/2025		Missing paperwork	In Person
May	2025		8/29/2025				All required paperwork submitted	Email on file
June	2025	$ 3,641.60	8/29/2025	9/4/2025	9/12/2025		All required paperwork submitted	Email on file
		$ 21,850.00						

	FY26	Invoiced	Date Received CDBG	Date Received Finance	Date Paid	Account Notes	Compliance	
July	2025		10/21/2025				All required paperword submitted	Email on file
August	2025		10/21/2025				Missing August Income Statement	Email on file
September	2025	$ 4,717.26	10/21/2025	12/9/2025	12/12/2025	Gov't Shutdown	Missing September Income Statement	Email on file
October	2025							
November	2025							
December	2025							
January	2026							
February	2026							
March	2026							
April	2026							
May	2026							
June	2026							

Timeline of Events - Contract and Compliance Concerns * Emails pulled from email archive by IT all emails between Mary Kay and LaTonya reviewed

8/16/2024	Mary Kay email sending a copy of the 24/25 contact for review.
8/27/2024	Mary Kay email requesting public service reports for childcare and youth programs for May and June payments on 23/24 contact
9/3/2024	Latonya sends requested reports
10/1/2024	Financial review found issue with request and adjustment to funding split to be addressed child care/latch key 50/50 split
10/15/2024	Mary Kay email sent requesting contract signatures
10/21/2024	Mary Kay email requesting review of funding agreement for 25/26 request (section 3 scope of work and page 19 budget issues)
11/1/2024	Mary Kay email sent advising that contract signatures were not yet received (cc Sandy Balboa)
11/4/2024	Mary Kay email advising unit of service and personnel section incomplete
11/11/2024	Latonya acknowledging email and advising it would be taken to the board meeting that week; questions about 2 sections of the contract Subrecipient Board Meeting Minutes and City-Appointed Representative to Subrecepient Board
12/3/2024	Latonya email requesting reimbursement and email response from Mary Kay requesting signatures for the contract still not received
2/7/2025	Mary Kay email sending out application documents for the 25/26 public service funding.
4/25/2025	Mary Kay email notifiction of funding recommendation.
5/29/2025	Latonya checking on status of payments July-Jan
6/2/2025	Email Mary Kay advising outstanding issues delaying payment of July-October; service accomplishment report incorrectly submited combined when Youth Program and Child Care.
6/4/2025	Latonya sent corrected reports for July 2024-April 2025
9/30/2025	Mary Kay email sending draft of Bartlett 25/26 CDBG Agreement for review and completion of some incomplete sections.

SPECIAL **ORDINANCE NO.** 10608

BILL # 1088-22
AN ORDINANCE TERMINATING A LEASE AGREEMENT ENTERED INTO WITH THE BARTLETT CENTER VIA SPECIAL ORDINANCE NUMBER 10354 ON OR ABOUT SEPTEMBER 5, 2023 AND AUTHORIZING THE EXECUTION OF A NEW LEASE AGREEMENT WITH THE BARTLETT CENTER TO UTILIZE SPACE IN THE HORACE MANN COMMUNITY CENTER FOR CONDUCTING PROGRAMS TO BENEFIT LOW TO MODERATE INCOME RESIDENTS IN THE AREA THROUGH JUNE 30, 2028.

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

SECTION 1. That the City and the Bartlett Center hereby mutually agree to terminate the Lease Agreement entered into via Special Ordinance Number 10354 on or about September 5, 2023.

SECTION 2. That the Lease Agreement by and between the City of St. Joseph, Missouri, and the Bartlett Center to utilize space for conducting programs to benefit low to moderate-income residents in the area 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 3. That the City Manager or his designee be, and hereby is, authorized to execute said Lease Agreement with the Bartlett Center, 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 4. That the Finance Director be, and hereby is, authorized to deposit the monthly lease fee into the Park Maintenance Fund, Account Number 3090-3280 (Horace Mann Lease).

SECTION 5. That this ordinance be, and hereby is, effective upon passage

Approved as to form:

______________________ City Attorney

Passed December 9, 2024

Attest: Paula Heyde
City Clerk

John Josendale
Mayor

Date: November 25, 2024
Amount: $32,543.51 + 3.5% yearly
Account Number: 3090-3280

EXPLANATION TO COUNCIL BILL
ORIGINATING DEPARTMENT: Parks, Recreation & Civic Facilities

PURPOSE: To terminate a lease agreement entered into via Special Ordinance 10354 and to authorize execution of a new lease agreement with the Bartlett Center to lease the Horace Mann Community Center through June 30, 2028.

REMARKS: The City of St. Joseph agrees to lease the Horace Mann Community Center to the Bartlett Center, excluding Rooms 8, 9, 10, and 11. This lease will extend through June 30, 2028. Included in this lease agreement is use of the concession stand/restroom building across the street in John Lucas Park. The primary changes in the new lease agreement are related to the Bartlett Center leasing the Horace Mann Community Center to outside third parties and includes requirements related to reporting and obtaining prior authorization from the City in certain circumstances, as well as the Bartlett Center accepting oversight responsibility for outside third-party rentals.

The term of this Lease will begin on August 1, 2024, and expire on June 30, 2028. The Lease payments will increase each year on July 1 of each year by 3.5%.

Beginning July 1, 2024, the lease payments are as follows:
August 1, 2024, through June 30, 2025 - $32,543.51/year or $2,711.96/month
July 1, 2025, through June 30, 2026 - $33,682.53/year or $2,806.88/month
July 1, 2026, through June 30, 2027 - $34,861.42/year or $2,905.12/month
July 1, 2027, through June 30, 2028 - $36,081.57/year or $3,006.80/month

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

1. Ensure Fiscal Responsibility: Increase program fees where necessary on a regular basis with market information taken into consideration.
2. Build Community Connections: Build and maintain connections with community partners.
3. Improve Access to Public Safety & Services: Work to provide safe places for people to recreate and play competitive sports.

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.

LEASE AGREEMENT

This Lease Agreement is hereby made and entered into as of the date affixed on the signature page between the Bartlett Center, 409 S. 18th Street, St. Joseph, Missouri, hereinafter referred to as the Lessee, and the City of St. Joseph, Missouri, a Municipal Corporation, hereinafter referred to as the City.

WHEREAS, the City is the owner of a certain building and real estate, commonly referred to as the "Horace Mann Community Center," located at 409 S. 18th Street, St. Joseph, Missouri, and more specifically described as follows:

> LOTS 1, 2, 3, and 4 and West 100 feet of LOTS 5 and 6, and all of LOTS 7 and 8, all as originally platted, in BLOCK 32, in Harris Addition, an addition to the City of St. Joseph, Missouri.

WHEREAS, the City wishes to lease a portion of the above-referenced property to the Lessee pursuant to the terms and conditions set forth more specifically below.

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

1. **Leased Premises.** The City hereby agrees to lease the Horace Mann Community Center to the Lessee, *excluding* Rooms 8, 9, 10, and 11. The remaining areas located within the above-referenced property, exclusive of Rooms 8, 9, 10, and 11, shall be hereinafter referred to as the "Leased Premises." The "Leased Premises" shall also include the use of the concession stand/restroom building across the street in John Lucas Park.

2. **Use.** The Leased Premises shall be used by the Lessee to provide a family resource program to low-to-moderate income households of St. Joseph, Missouri, which consists of the following services:

   (a) Child Care – State licensed child-care that includes daycare, preschool, and pre-K to low- and moderate-income households.

   (b) Youth Program – Activities for school aged children that includes afterschool activities as well as programs for spring and summer breaks. Homework assistance, tutoring, and physical fitness activities are part of this program.

   (c) Fundraising Efforts – Activities conducted by the Lessee to support fundraising for the Lessee's operations, provided such activities (i) have been approved by the Lessee's Board of Directors (and such approval is reflected in the Board's meeting minutes) and (ii) do not substantially increase the cost of utility service for the Leased Premises. Such efforts may include activities other than rentals described in paragraph 3.

(d) Community Outreach – Activities conducted by the Lessee that are open to community members and support community engagement. Such activities are designed to learn more about the needs of community members and work in collaboration to address those needs.

No other services shall be provided without the prior written consent and approval of the City through the Director of Parks, Recreation & Civic Facilities. In addition, no part of the Leased Premises shall be used to engage in private business activities, nor shall the address of the Horace Mann Community Center be used by any individual or entity other than the Bartlett Center for the purpose of obtaining a business license.

3. **Outside Rentals.**

(a) Rental Agreement Required. The Lessee may rent only the gymnasium, kitchen, and conference room located within the Leased Premises to third-party individuals or entities provided the rental benefits low-to-moderate income residents and is documented in a written rental agreement, in a form approved by the City, which contains:

(i) the name of the third-party individual or entity; and
(ii) the proposed use; and
(iii) the date(s)/time(s) or term; and
(iv) the amount of rent to be charged, if any.

A member of the Lessee's staff shall be present during the time frame within which the Leased Premises is rented, which shall include any associated preparation and/or clean up. At the conclusion of the rental period, the staff member shall check the condition of the areas rented, including bathrooms. If the kitchen area was rented, the staff member shall check to ensure that the stove top and/or oven, if used, has been turned off and that any appliances have been unplugged, as necessary.

No other portion of the Leased Premises may be rented or subleased without approval of the City Council of the City by motion, resolution, or ordinance, unless otherwise stated in this Agreement.

(b) Uncompensated Third-Party Use. If a rental agreement reflects that the individual or entity renting a particular area within the Leased Premises will not be required by the Lessee to pay a corresponding rental fee, the Lessee shall provide the Director of Parks, Recreation & Civic Facilities with a detailed explanation at the end of each month outlining the reason(s) for this decision due to the fact that utility costs are not included as part of the Lessee's financial responsibility under Section 5 of this Lease Agreement and are, thus, borne by the City. This written explanation shall accompany the corresponding rental agreement.

(c) Rental Agreements to be provided to City. The Lessee shall provide a copy of each rental agreement to the City's Director of Parks, Recreation & Civic Facilities at least thirty (30) days prior to any event that may (i) exceed one hundred (100) attendees and/or (ii) require preparation efforts from the City. The Lessee shall provide copies of all other rental agreements at the end of each month as part of a Rental Report.

(d) Quarterly Rental Report. The Lessee shall provide a quarterly report that includes copies of all rental agreements entered into, as well as an accounting of all rental fees assessed, during the previous quarter to the City's Director of Finance on or before the 15th day of each March, June, September, and December.

(e) Filing Annual Report. On or before July 15th of each year, the Lessee shall prepare an annual report for the City Council, containing the information outlined in subsection (a)(i) through (v) and subsection (b) of this Section. This report shall be submitted to the City Clerk's Office.

(f) Termination. The City retains the right to terminate use of all portions of the Leased Premises for outside use under this section based upon the utility costs incurred by the City as a result of such use.

4. Term. The term of this Lease Agreement shall be July 1, 2024, through June 30, 2028.

5. Lease Amount. The Lessee agrees to pay the City the annual rent payments set out below, which do not include utility costs:

August 1, 2024 through June 30, 2025:	$32,543.51/year	$2,711.96/month
July 1, 2025 through June 30, 2026:	$33,682.53/year	$2,806.28/month
July 1, 2026 through June 30, 2027:	$34,681.42/year	$2,905.12/month
July 1, 2027 through June 30, 2028:	$36,081.57/year	$3,006.80/month

6. Lease Payments. The first payment shall be made on or before the first day of July, 2024, and each successive payment shall be made on or before the first day of each successive month thereafter, until the expiration of this Lease Agreement, including any renewals or extensions thereof. All payments shall be made to the Director of Finance, Room 106 City Hall, 1100 Frederick Avenue, St. Joseph, Missouri, 64501, or to such other individual entity at such other address as may be specified by the City at a later date. The City reserves the right to impose a Ten Percent (10%) penalty fee in the event any lease payment due is not received by the tenth of each month. The Lessee's covenant to pay rent is, and shall be, independent of each and every other covenant of this Lease Agreement. The Lessee agrees that any claim made by the Lessee against the City shall not be deducted from rent, or set off against any claim for rent, in any action.

7. **Utility Payments.**

(a) The City, at its cost and expense, shall provide the Leased Premises with the following utility services; but shall not be responsible for any delays, failures, or accidents that may affect said service:

- (i) Reasonable heat in compliance with state licensing requirements applicable to childcare facilities.
- (ii) Electric power, as available through regularly installed fixtures and/or appliances.
- (iii) Water, as available through regularly installed fixtures and/or appliances, for food preparation, drinking, and toilets.

(b) The Lessee shall be responsible for the installation of, and payment for, monthly bills associated with telephone, cable services, and internet service used by the Lessee at the Horace Mann Community Center. The Lessee shall make internet or telephone service it has procured available to the City for the purpose of operating mechanical and other systems that are under the City's control.

8. **Maintenance, Repair, and Replacement.**

(a) The Lessee shall be responsible for all routine maintenance and minor repairs, as well as all janitorial services required in order to maintain the Leased Premises in a safe, decent, and sanitary condition, including, but not limited to, the first-floor restrooms, hallways, and common areas within the Horace Mann Community Center, the concession stand/restroom structure in John Lucas Park, and any projects created or initiated by the Lessee (such as a community garden). Examples of routine maintenance and minor repair include, but are not limited to, changing light bulbs, unclogging toilets, and ensuring compliance with property maintenance standards for any projects created or initiated by the Lessee.

(b) The City shall have no obligation to engage in routine maintenance or minor repair work. Any major repairs that may be required shall be evaluated and completed in accordance with corresponding capital improvement program schedules, including, but not limited to, projects funded through CDBG, CIP, and the Park Tax. The Lessee must provide notice to the City of any unbudgeted modifications and/or repairs through the needs assessment referenced in Section 9 below.

9. **Annual Needs Assessment – Major Repairs.** The Lessee shall provide the City's Director of Parks, Recreation & Civic Facilities, with a needs assessment as it pertains to major improvements and repairs needed to the Leased Premises. This needs assessment shall be provided to the City on or before December 15th during each year of the lease term that begins the following July; such advanced notice will better enable the City to include funding for capital needs in the City's annual budgeting process.

10. Condition of Premises. The Lessee acknowledges that the Leased Premises are in acceptable structural and mechanical condition and agrees to accept the City's judgment as to what constitutes acceptable fair wear and tear arising from the Lessee's programs and activities. The Lessee shall use, care for, and maintain the Leased Premises in accord with Paragraph 10 below, and any other applicable provisions of this Lease Agreement.

11. Care of Premises. The Lessee shall not injure, mar, or in any manner deface the Leased Premises and shall not cause or permit anything to be in any manner be injured, marred, or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said building or equipment, and will not make or allow to be made any alterations of any kind therein. The Lessee agrees that no bills, signs, or other articles shall be posted, nailed, or otherwise attached to any part of the interior of said building in any such manner as to injure, mar, deface or destroy the same; nor shall any bills, signs, or other articles be in any manner attached to the exterior walls or windows of the Leased Premises, or any portion of the same, without the prior written consent and approval of the City.

12. Alternations made by Lessee; Fixtures. No alterations or improvements shall be made by the Lessee to the Leased Premises without first having received the prior written consent and approval of the City. Any alterations or improvements authorized by the City and made to the Leased Premises for the benefit of the Lessee shall be made at the Lessee's sole cost and expense. Unless otherwise stated in a separate written agreement between the Lessee and the City, any alterations or improvements considered trade fixtures shall be removed from the Leased Premises prior to the end of the leased term and the Leased Premises shall be restored by the Lessee to its original condition. Any such trade fixtures that are not removed from the Leased Premises prior to the end of the lease term shall be considered fixtures of the real estate and, thus, may be retained by the City.

13. Insurance.

(a) The Lessee 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. Such insurance shall be written to specifically cover the Lessee's rental of the Horace Mann Community Center to third-party individuals or entities, as described in Section 3 of this Agreement.

(b) The City reserves the right to approve the insurance carrier issuing said policy of insurance. To the extent required by law, the Lessee agrees to provide Workers' Compensation and Employer's Liability insurance.

(c) The Lessee 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 Horace Mann Community Center, of which the Leased Premises is a part.

(d) The Lessee shall furnish a Certificate of Insurance to the City's Risk Manager, prior to the commencement of the Lease term, evidencing its compliance with the insurance requirements enumerated herein. The City shall be named as an additional insured on the Certificate of Insurance.

(e) 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. The Lessee hereby agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against any and all loss of, or damage to, property or injuries to, or death of, any person or persons, including its officers, agents, and employees, from any and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever, in any way result from, or arising out of, directly or indirectly, the Lessee's operations in connection herewith, or its use or occupancy of any portion of the Leased Premises herein described, including acts of commission or omission of employees, representatives, or agents of the Lessee; but this indemnification shall not apply to occurrences that are due to the sole negligence of the City, its agents, or employees.

15. Damage or Injury to Property. The City and its employees, servants, and agents shall not be responsible for any damage or injury that may happen to the property of the Lessee, or of the Lessee's agents, servants, employees, program participants and/or guests, or for any damage or injury that may happen to property that may belong to any other person; including loss from theft, fire, or any other circumstances arising from the Lessee's programs and activities, except any damage or injury that is due to the sole negligence of the City, its agents, or employees.

16. Payment of Taxes and Fees. The Lessee agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, and permit fees, of whatever nature, which may be applicable to the Lessee, and to obtain and keep current all licenses, whether municipal, state, or federal, required for conducting its operation and programs. The Lessee further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges to become delinquent.

17. Compliance.

(a) The Lessee shall abide by, comply, and confirm with all laws, rules, and regulations adopted or established by any federal, state, or local governmental body or agency and the Lessee will require its agents and employees to likewise comply.

(b) The Lessee shall comply with any rule or regulation that may from time to time be adopted or prescribed by the City related to the government, use, and management of the Horace Mann Community Center.

(c) The Lessee agrees and understands that the Lessee is responsible for the conduct of those working within the Leased Premises, as well as those entering the Horace Mann Community Center as patrons, and will not permit any violation of law in or upon the Leased Premises. The Lessee further agrees and understands that consumption by its patrons of any alcoholic beverage whatsoever on the Leased Premises, or elsewhere within the Horace Mann Community Center, will not be permitted under any circumstances.

18. **Access to Premises by City.** The Lessee shall provide the City with free access to the Leased Premises at all reasonable hours for the purpose of examining or exhibiting the same, or to make any repairs the City may deem necessary for the benefit of the Horace Mann Community Center, which includes the Leased Premises.

19. **Security of Premises.** The Lessee shall unlock and re-secure the Leased Premises during the Lessee's normal hours of operation, and/or in connection with any of the Lessee's programs and/or activities that might extend beyond the Lessee's normal operating hours.

20. **Termination.**

(a) Either party may terminate this Lease Agreement upon providing the other party with ninety (90) days advance written notice.

(b) The Lease Agreement may be terminated immediately by the City for cause if the Lessee fails to obtain prior written permission from the City, where specifically set forth in this Agreement, or remedy a material deficiency in the performance of its obligations pursuant to the terms and conditions of this Lease Agreement within five (5) calendar days after receipt of written notification of such deficiency from the City.

(c) If the Leased Premises is rendered untenable during the term of the Lease Agreement by fire or other casualty, the City may, at its option, either terminate the Lease Agreement or repair the Leased Premises within thirty (30) business days thereafter. If the City has not repaired the Leased Premises within, and prior to the expiration of, said period of time, then the term hereby created shall terminate. If this Lease Agreement is terminated by fire or casualty as herein specified, rent shall be apportioned and paid up to the day of such fire or other casualty.

21. **Renewal.** The City and the Lessee agree to begin negotiating the renewal of this Lease Agreement one (1) year prior to its expiration in order to ensure continuity and stability.

22. **Miscellaneous Provisions.**

(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) Amendments. No amendments may be made to this Agreement except as may be mutually agreed upon, in writing, by the parties.

(c) Assignment. The Lessee shall not assign this 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.

(d) No Waiver. Waiver of any provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification, or breach by the other party, whether new or continuing, of the same or any other covenant, condition, or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

(e) 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.

(f) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital. The terms and conditions of this Agreement shall supersede all other lease agreements, including any addendums or amendments thereto, between the City and the Lessee. Such other lease agreements, including any addendums or amendments, shall be considered null and void upon the full execution of this Agreement.

(g) Governing Law. 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 law. 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.

(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
c/o Parks, Recreation & Civic Facilities Director
1920 Grand Avenue
St. Joseph, Missouri 64505

To the Lessee:

Bartlett Center
Attn: Executive Director
Horace Mann Community Center
409 S. 18th Street
St. Joseph, Missouri 64501

(i) 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.

23. **Termination of Prior Agreement.** Upon execution of this Lease Agreement, all further duties and obligations in the Lease Agreement dated September 7, 2023, and executed by the City and the Lessee, shall be deemed terminated and replaced by this Lease Agreement. Any rights or remedies available under the Lease Agreement dated September 7, 2023, for obligations that arose under said agreement shall remain available to the parties.

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

CITY OF ST. JOSEPH, MISSOURI ("LESSOR")	**BARTLETT CENTER** ("LESSEE")
Clint Thompson Clint Thompson, Interim City Manager	Mike Veale Mike Veale, Board President
ATTEST: Paula Heyde **Paula Heyde, City Clerk**	ATTEST: **Board Secretary**

MEMORANDUM

TO: **Mayor and Council**

FROM: **Paula Heyde, CMC, City Clerk**

DATE: **November 25, 2024**

SUBJECT: **Bill #1088-40 – Proposed Amendment**

Please amend Bill #1088-22 to attach the attached Lease Agreement with the Barlett Center to the ordinance.

cc: Clint Thompson, Interim City Manager
Lisa M. Robertson, City Attorney
Chuck Kempf, Parks, Recreation & Civic Facilities Director

Bartlett Center
People Helping People

To: Mayor Larry Miller and Members of the St. Joseph City Council
From: LaTonya Williams, Executive Director, Bartlett Center
Date: 5.26.26
Subject: Request for One-Year Rent Relief for the Bartlett Center

On behalf of the Bartlett Center Board of Directors and staff, I am submitting this formal request for a one-year relief from rent payments for our facility. As a long-standing nonprofit serving the heart of Midtown St. Joseph, our organization continues to operate under significant financial constraints due to limited revenue streams and reduced access to grants and external funding opportunities.

While we have worked diligently to sustain operations through fundraising, community partnerships, and program innovation, the current economic landscape has placed an unprecedented strain on our ability to meet basic operational costs, including rent.

Background and Financial Context

The Bartlett Center operates primarily through community donations, modest program fees, and competitive grant funding. However, in recent years, grant availability has sharply declined while program costs and community needs have risen.

Our streams of income remain limited due to several factors:

- Many funding sources have shifted priorities toward larger regional initiatives, leaving small community-based organizations at a disadvantage.
- Inflation has increased operational costs, including utilities, insurance, and program supplies.
- Community contributions, while steady in spirit, have been unable to keep pace with financial demands.

These compounding pressures have made it increasingly difficult to maintain day-to-day operations without immediate financial relief. Without rent assistance, we fear the possibility of closing our doors, a devastating loss for the children and families who rely on us daily.

Our Mission and Impact

Bartlett Center has served the Midtown St. Joseph community for over [insert number] years, providing a safe, nurturing environment for children and families in need. Our mission is to empower youth, strengthen families, and uplift our community through education, enrichment, and social support.

We specifically serve children and families who have experienced extreme trauma, poverty, or instability. Our programs include:

- After-school and summer enrichment programs for at-risk youth
- Early childhood education and care for working families
- Mental health and social-emotional development support
- Family resource referrals, mentorship, and community outreach

For many of our children, the Bartlett Center is more than a program, it's a lifeline. It's where they find safety, stability, and encouragement to believe in their future.

Community Value and Collaboration

Bartlett Center is deeply woven into the fabric of St. Joseph. We collaborate with schools, law enforcement, social service agencies, and local nonprofits to address root causes of trauma and generational poverty.

By keeping our doors open, we:

- Reduce juvenile crime and neighborhood instability
- Support working parents by providing affordable childcare and afterschool programs
- Help children heal, learn, and grow into productive citizens
- Strengthen Midtown as a vital, thriving part of St. Joseph's identity

Our programs directly contribute to the city's goals of community safety, youth development, and economic vitality.

Request for Relief

In light of these circumstances, we respectfully request a one-year relief from rent payments for our facility. This temporary assistance would allow us to:

- Stabilize our finances while pursuing sustainable funding opportunities
- Continue serving hundreds of children and families who depend on our programs
- Prevent the closure of one of St. Joseph's most critical community resources

We view this as a bridge solution, not a long-term dependency, while we work to rebuild our funding capacity through grants, partnerships, and revenue diversification. Bartlett Center remains committed to the city's vision of a strong, safe, and compassionate St. Joseph. We take pride in being part of that vision, but we cannot fulfill our mission without help. Your support in providing temporary rent relief will not only keep our doors open but will preserve an anchor of hope, safety, and stability for some of the most vulnerable children and families in our community.

Thank you for your consideration and continued partnership. I would welcome the opportunity to discuss this request further and as this is very time-sensitive, at your earliest convenience.

LaTonya Williams
Executive Director, Bartlett Center
816.233.8201 * latonya.williams@bartlettcenter.com * 816.248.2375

Bartlett Center Request for Temporary Rent Relief

Bartlett Center respectfully requests temporary rent relief from the City of St. Joseph while the organization works through significant funding disruptions that have created cash-flow challenges despite continued service delivery to children and families.

Bartlett Center has served the St. Joseph community for decades, providing affordable childcare, preschool, afterschool programming, summer programming, academic support, and family services. The organization remains operational and continues to meet community needs; however, multiple external funding issues have created financial strain beyond the organization's control.

A temporary pause on rent payments would allow Bartlett Center to stabilize operations, maintain services to children and families, preserve jobs, and continue serving as a critical community resource while funding reimbursements and payments are restored.

About Bartlett Center

Bartlett Center is a nonprofit organization serving children and families in St. Joseph, Missouri.

Programs include:

- Infant and toddler childcare
- Preschool and Pre-K programs
- Before- and after-school care
- Summer programming
- School break programming
- Academic enrichment
- Homework assistance
- Social-emotional learning
- Family support services

The center serves working families throughout the community and provides a safe, structured environment for children while parents work or attend school.

Current Financial Challenges

1. State Childcare Subsidy Payment Disruptions

Bartlett Center has experienced ongoing challenges related to Missouri childcare subsidy processing.

Changes within state systems and program administration have resulted in:

- Delayed payments
- Missing child authorizations
- Administrative processing issues
- Difficulty forecasting revenue

These issues have directly affected cash flow despite children continuing to receive services.

Importantly, Bartlett Center continued serving eligible children during these disruptions rather than turning families away.

2. Delayed Government Reimbursements

Bartlett Center has experienced significant delays in reimbursement payments from funding sources.

At various points, reimbursements have been delayed for several months.

Because nonprofit organizations must pay expenses upfront and seek reimbursement later, these delays create substantial financial strain.

The organization must continue paying:

- Employee wages
- Payroll taxes
- Utilities
- Insurance
- Food costs
- Program supplies
- Facility expenses

even when reimbursement payments have not yet been received.

3. United Way Funding Changes

Bartlett Center has also been impacted by changes in United Way funding allocations. Historically, funding levels were more predictable and aligned with program capacity.

Current allocation methods based on attendance create challenges because:

- Staffing costs remain fixed.
- Rent remains fixed.
- Utilities remain fixed.

- Insurance remains fixed.

When attendance fluctuates due to illness, transportation issues, family schedules, or other circumstances, revenue decreases while expenses remain unchanged.

This creates significant instability for organizations operating essential childcare and youth services.

4. Rising Operating Costs

Like many nonprofits, Bartlett Center continues to face increasing costs for:

- Employee wages
- Employee benefits
- Utilities
- Food
- Insurance
- Program supplies
- Facility maintenance

These costs have increased faster than many funding sources.

Why Rent Relief Makes Sense

This Is a Cash-Flow Problem, Not an Operational Failure

Bartlett Center's challenges are largely the result of delayed payments, funding changes, and reimbursement timing—not a lack of demand for services.

The organization continues to:

- Operate programs
- Serve children and families
- Maintain staffing
- Meet community needs
- Pursue grants and additional funding opportunities

Temporary rent relief would provide the organization time to recover from funding disruptions while maintaining services.

Preventing Greater Community Costs

If services were reduced or interrupted, the impact would extend far beyond Bartlett Center.

Families would face:

- Reduced childcare availability
- Loss of afterschool supervision
- Fewer educational support opportunities
- Increased barriers to employment

The cost of replacing these services would likely exceed the value of temporary rent assistance.

Protecting a Long-Term Community Asset

Bartlett Center has served St. Joseph families for generations.

A temporary rent pause would:

- Preserve jobs
- Protect services for children
- Support working families
- Allow time for reimbursement revenues to catch up
- Strengthen long-term organizational stability

This request is not for permanent forgiveness but rather temporary relief during an extraordinary financial period.

Requested Action

Bartlett Center respectfully requests that the City Council approve a temporary pause in rent payments for a defined period while the organization stabilizes its finances and outstanding funding issues are resolved.

This action would provide immediate relief without eliminating the City's long-term revenue stream and would help ensure the continued operation of a vital community resource serving St. Joseph children and families.

Bartlett Center remains committed to serving children and families throughout St. Joseph. The organization has continued operations despite significant funding disruptions and reimbursement delays because community needs remain great.

Temporary rent relief would provide the breathing room necessary to navigate current challenges, preserve critical services, and ensure Bartlett Center can continue serving local families for years to come.

FY 2026/2027 BUDGET NARRATIVE	
Revenue Source	**Explanation (trends, etc.)**
Contributions	Contributions are obtained from miscellaneous donations received from individuals, Charitable Trusts, smaller grants received through the year. To establish an amount, we estimate from previous years and estimate contributions needed for the budget.
In-kind Contributions	Volunteers are considered In-Kind. We do not establish a dollar amount to the volunteers.
Special Events	We have Outreach program for the community and center clients and families. During the year we provide Holiday programs. Fundraisers by each program are special events.
Legacies and Bequests	N/A Included in Contributions as Charitable Trusts.
Contributed- Assoc. Organizations.	Bartlett Center partners with different organizations in the area. Ie: Girl Scouts, Boy Scouts, Youth Alliance, Second Harvest and DESE (SAC) after school, and ARPA.
United Way (local/other)	We are receiving United Way's CY 2026 allocations, at this time.
Fees/Grants—Govt Agencies	N/A
Membership Dues	N/A
Program Service Fees	Bartlett Center is licensed with the State to provide Childcare services from age birth to 5 years. This assists the parents to have childcare while they work. We also provide Youth After School and Summer Programs throughout the year. Fees paid are combination from State payments and parents' portion.
Sales of Materials	N/A
Investment Income	Yearly interest is paid for our Savings Account. No Investments.
Unrealized Gain	N/A
Rental Income	Rental income includes Gym rental for activities by others and income for rent of our community room.
Miscellaneous Revenue	Refunds received.

Expenses	Explanation (what is included, how amount was determined, etc.)
Salaries	We employ average 22, that covers Directors, Bookkeeper, Janitor, Cook, Childcare and Youth workers. Our wages begin at min-wage of $15.00 hour, with increases to accommodate workers length of service, education and provide a living wage to our employees.
Employee Benefits	Benefits are offered to employees when each employee completes his/her probation period (3 mo). Actual benefits are hours paid for sick days, personal time off (PTO), and after year of service paid Vacation. Benefits are paid as hourly wages.
Payroll Taxes	Payroll taxes are calculated twice monthly when wages are paid. Payroll and Bills are paid the 15th and 30th of each month. Our Financial program, SAGE, calculates all payroll, taxes, bills, yearly employee W4's, all completed and paid in-house.
Professional Fees	As a non-profit organization we are required to have a yearly Audit performed at the end of each FY with completion of form 990. We have 3 year agreement with Martin & Hanway CPA;s, P.C. to perform our audits.
Supplies	Supplies include both programs supply for Food, paper products, office supplies, all items necessary run each program efficiently. Each program has a budget they follow, costs are reviewed and kept i line with the cost-of-living expense.
Telephone	Phone, FAX, Internet service is purchased via Optimum. We have added extensions for Wi-Fi due t the daily interactions with the State for billing in Youth and Childcare.
Postage	Postage needed for mailing bill payments, correspondence and general operational postage.
Occupancy	Lease agreement with the City of St. Joseph, period 7/1/2025 thru 6/30/2028, $32,543.52 a year wi yearly increases. Lease includes building rent & utilities, with some maintenance. Included in "Occupancy"; trash service, pest control, building supplies and general upkeep of the building.
Rental/Maint.–Equipment	Includes copier/printer contract, Alarm service, equipment maintenance. Maintenance for A/C units washer/dryer, refrigerators, freezers, stoves/ovens, and Computers. All equipment needed to perfo duties at the Center.
Printing & Publications	Costs include Web Service and Annual Hosting of Internet Services, provided by TS Conard. Cent fliers and information for programs are basically produced using our copier and paper. Some book etc. are produced by Office Depot.
Travel	N/A
Conferences, etc	Directors Conference and Training – State requirements for the Director's in both programs' attendance is mandatory.
Assistance to Individuals	N/A
Membership Dues	N/A
Awards & Grants	Most smaller awards are noted in Contributions/Trusts.

Interest Expenses	No Loans taken, No interest payments.
Insurance Expense	Insurance expenses are for Building Insurance, (Philadelphia Ins) all liability, volunteers, theft, etc. Insurance yearly to cover the Directors and Officers (Affinity) of the Bartlett Center. Workers Compensation Insurance (Accident Fund) posted in Employee Benefits.
Miscellaneous	Miscellaneous is designated for repairs that we are obligated to pay under $1000 per our lease. All maybe used for unforeseen costs incurred. Money set aside used as needed.
Payments-Affiliated Organiz.	N/a
Other_________________ —	License/Corp Fees; Expenses yearly City/State license fees.
Other_________________ —	

Bartlett Center Year End 7/25 – 6/2026
Narrative Report February 2026
FY 7/2025 – 6/30/2026
Budget; Revenue $850,549.00 Expenses $735,484.03
***** Year to Date Actuals*****
Revenue $380,842.56 Expenses $426,463.84
NET (-$45,621.28)

Attached copies of Financial Statement for February 2026 with Income/Expense Summary for February. The banking deposits total $37,286.62 minus payments of $58,453.53, ending bank balance $9,967.69 for February 2026.

February 2026 payments received from the State for CC/YU, were for the months of November & January'26. Youth payments $10,769.66, Childcare $12,865.20 The amounts received from the State still continue below the range we should be receiving. Checking our attendance records against the States payments is a never-ending process of paperwork. However, we are still anticipating the State to begin making payments for each authorized child, some day soon.

We received donations from local contributors in the amount of $7,491.50. Donations were distributed between programs as designated. We continue making payments for Insurances, Taxes, payroll, and miscellaneous bills. Keeping up as much as possible.

The Bartlett Center Audit for FY 7/2024 – 6/2025 was completed. Amy Hanway, Martin & Hanway CPA's, P, C. reviewed the completed Audit with the Board, at February 19, 2026, Board meeting.

Thank you,
Sandy Balboa
Bartlett Center Bookkeeper

Attached: Income Reports; General, Youth and Childcare, Balance Sheet (February), Income/Expense Summary

Bartlett Center
Income Statement
Year to Date as of February 28, 2026

	General	Youth	Child Care	Nutrition	Total	Budget
Revenues						
United Way Allocation	$ 0.00	$ 9,457.26	$ 7,737.72	$ 0.00	$ 17,194.98	22,560.00
CDBG	0.00	6,918.64	5,660.72	0.00	12,579.36	12,579.36
Miscl Trusts & Grants	10,550.00	54,225.00	52,225.00	0.00	117,000.00	80,000.00
SAC After School Grant	0.00	16,434.71	0.00	0.00	16,434.71	46,530.64
Program Fees/ Co-Pay	0.00	3,810.00	4,384.00	0.00	8,194.00	108,920.00
Fundraising	0.00	0.00	0.00	0.00	0.00	6,666.64
Child Care- MOS	0.00	0.00	92,248.36	0.00	92,248.36	124,272.00
Youth-MOS	0.00	79,031.06	0.00	0.00	79,031.06	101,904.00
Contributions	851.84	7,482.16	8,248.80	0.00	16,582.80	16,666.64
MOSAIC Support 2025	0.00	10,000.00	10,000.00	0.00	20,000.00	20,000.00
Investment Income	9.98	0.00	0.00	0.00	9.98	133.36
Pending New Grants	0.00	0.00	0.00	0.00	0.00	13,999.92
Gym Rental	1,400.00	0.00	0.00	0.00	1,400.00	2,333.36
Discounts/Refunds/Misc Rev	167.31	0.00	0.00	0.00	167.31	133.36
Total Revenues	12,979.13	187,358.83	180,504.60	0.00	380,842.56	556,699.28
Expenses						
Salaries--Direct	0.00	59,264.87	136,336.37	0.00	195,601.24	220,000.00
Salary/Executive Director	0.00	18,748.80	22,915.20	0.00	41,664.00	41,666.64
Salary/Program Director	0.00	15,978.58	19,532.35	0.00	35,510.93	32,592.00
Asstant - Prog Dir	0.00	5,383.97	6,580.42	0.00	11,964.39	28,158.00
Bookkeeper	0.00	7,394.40	9,037.60	0.00	16,432.00	16,007.98
Maintenance Salary	0.00	9,589.55	11,721.35	0.00	21,310.90	23,874.96
FICA	0.00	5,520.87	10,901.20	0.00	16,422.07	16,830.00
Allocated Fica GENERAL	0.00	3,555.01	4,344.90	0.00	7,899.91	10,872.00
State Unemployment Tax GE	0.00	283.42	503.99	0.00	787.41	2,200.00
Alloc. State Unemployment	0.00	56.96	69.69	0.00	126.65	1,421.20
Workers Compensation	0.00	2,673.41	3,267.53	0.00	5,940.94	5,949.36
Refund Crystal AFLAC Account	0.00	0.00	0.00	149.76	149.76	0.00
Building Maintenance	128.00	5,682.84	6,945.60	0.00	12,756.44	12,000.00
Equipment Maintenance	0.00	654.02	799.34	0.00	1,453.36	1,000.00
Computer,Elect, Maintenance	396.98	0.00	0.00	0.00	396.98	1,000.00
Space & Utilities GENERAL	1,403.45	5,613.75	7,017.20	0.00	14,034.40	22,455.04
Building Insurance	0.00	3,379.16	4,130.09	0.00	7,509.25	7,552.00
Interest Expense	0.00	0.00	0.00	0.00	0.00	166.72
Equipment Lease/ Copier G	0.00	1,084.67	1,325.71	0.00	2,410.38	2,066.72
Office Exp./Supplies GENE	0.00	1,313.29	1,507.88	0.00	2,821.17	3,000.00
Licenses/Corp Fees	35.50	0.00	0.00	0.00	35.50	300.00
Postage GENERAL-DirMail	0.00	21.06	25.74	0.00	46.80	166.72
Telephone LATCHKEY	0.00	524.98	641.60	0.00	1,166.58	1,266.64
Internet Service	0.00	511.20	624.80	0.00	1,136.00	866.64
Web-Site - WiX.com	0.00	62.96	76.96	0.00	139.92	139.92
Audit/Acctg. GENERAL	0.00	2,535.04	3,098.32	0.00	5,633.36	5,633.36
Fees & Interest GENERAL	0.00	0.00	0.00	0.00	0.00	50.00
Program Supplies	0.00	1,149.96	2,484.53	0.00	3,634.49	11,000.00
Building Supplies	0.00	271.22	1,125.13	0.00	1,396.35	1,666.64
Field Trips	0.00	744.00	0.00	0.00	744.00	666.64
Directors & Officers Ins.	0.00	502.48	614.08	0.00	1,116.56	1,120.45
Food Expense	0.00	5,837.16	8,747.31	0.00	14,584.47	13,333.36
Employee New Hire	0.00	31.10	15.55	0.00	46.65	500.00
Emp Training YU	0.00	0.00	210.00	0.00	210.00	1,500.00
Outreach-Holiday Parties	0.00	0.00	0.00	0.00	0.00	333.36
Miscl Epense	0.00	0.00	0.00	0.00	0.00	333.36
Consultant Fees	800.00	0.00	0.00	0.00	800.00	100.00
Directors Conf & Training	548.34	0.00	0.00	0.00	548.34	2,333.28
Total Expenses	3,312.27	158,368.73	264,600.44	149.76	426,463.84	490,222.99
Net Income	$ 9,666.86	$ 28,990.10	$ (84,095.84)	$ (149.76)	$ (45,621.28)	66,476.29

Bartlett Center
Income Statement - General
For the Eight Months Ending February 28, 2026

	Account No.	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget	Yearly Budget	% of Yearly Budget Used
Revenues							
Miscl Trusts & Grants	315710	$ 0.00	$ 1,000.00	$ 10,550.00	$ 8,000.00	$ 12,000.00	(87.92)
Fundraising	321010	0.00	83.33	0.00	666.64	1,000.00	0.00
Contributions	330010	(175.06)	416.67	851.84	3,333.36	5,000.00	(17.04)
Investment Income	360010	0.00	16.67	9.98	133.36	200.00	(4.99)
Pending New Grants	361010	0.00	83.33	0.00	666.64	1,000.00	0.00
Gym Rental	376010	0.00	291.67	1,400.00	2,333.36	3,500.00	(40.00)
Discounts/Refunds/Misc Rev	380010	0.00	16.67	167.31	133.36	200.00	(83.66)
Total Revenues		(175.06)	1,908.34	12,979.13	15,266.72	22,900.00	(56.68)
Expenses							
Building Maintenance	570010	0.00	0.00	128.00	0.00	0.00	0.00
Computer,Elect, Maintenance	570210	9.00	125.00	396.98	1,000.00	1,500.00	26.47
Space & Utilities GENERAL	570510	280.69	280.69	1,403.45	2,245.52	3,368.26	41.67
Licenses/Corp Fees	601110	0.00	37.50	35.50	300.00	450.00	7.89
Fees & Interest GENERAL	603510	0.00	0.00	0.00	50.00	50.00	0.00
Miscl Epense	658010	0.00	41.67	0.00	333.36	500.00	0.00
Consultant Fees	658310	0.00	0.00	800.00	100.00	100.00	800.00
Directors Conf & Training	659010	0.00	83.33	548.34	666.64	1,000.00	54.83
Total Expenses		289.69	568.19	3,312.27	4,695.52	6,968.26	47.53
Net Income		$ (464.75)	$ 1,340.15	$ 9,666.86	$ 10,571.20	$ 15,931.74	(60.68)

For Management Purposes Only

Bartlett Center
Income Statement - Latchkey
For the Eight Months Ending February 28, 2026

	Account No.	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget	Yearly Budget	% of Yearly Budget Used
Revenues							
United Way Allocation	305019	$ 0.00	$ 1,551.00	$ 9,457.26	$ 12,408.00	$ 18,612.00	(50.81)
CDBG	315019	864.83	864.83	6,918.64	6,918.64	10,377.95	(66.67)
Miscl Trusts & Grants	315719	1,000.00	4,500.00	54,225.00	36,000.00	54,000.00	(100.42)
SAC After School Grant	319119	0.00	5,816.33	16,434.71	46,530.64	69,796.00	(23.55)
Program Fees-Subsidy YU	320519	80.00	4,881.00	3,810.00	39,048.00	58,572.00	(6.50)
Fundraising	321019	0.00	375.00	0.00	3,000.00	4,500.00	0.00
Youth-MOS	323119	10,769.66	12,738.00	79,031.06	101,904.00	152,856.00	(51.70)
Contributions	330019	3,449.96	833.33	7,482.16	6,666.64	10,000.00	(74.82)
MOSAIC- Youth Support	330119	0.00	0.00	10,000.00	10,000.00	10,000.00	(100.00)
Pending New Grants	361019	0.00	833.33	0.00	6,666.64	10,000.00	0.00
Total Revenues		16,164.45	32,392.82	187,358.83	269,142.56	398,713.95	(46.99)
Expenses							
Salaries--Direct	501019	8,081.70	6,666.67	59,264.87	53,333.36	80,000.00	74.08
Executive-Director-allocated	501119	2,343.60	2,343.75	18,748.80	18,750.00	28,125.00	66.66
Program Director/Allocated	501219	2,409.93	1,833.30	15,978.58	14,666.40	21,999.60	72.63
Assistant ProgDir/ Allocated	501319	0.00	1,583.89	5,383.97	12,671.12	19,006.65	28.33
Bookkeeper / Allocated	501519	924.30	924.30	7,394.40	7,203.60	10,900.80	67.83
Salary Maintenance	502019	1,270.47	1,500.00	9,589.55	11,937.48	17,937.48	53.46
FICA	514019	739.35	946.69	5,520.87	7,573.52	11,360.25	48.60
Allocated Fica LATCHKEY	514119	425.83	611.55	3,555.01	4,892.40	7,338.55	48.44
State Unemployment Tax	517019	51.02	123.75	283.42	990.00	1,485.00	19.09
Alloc. State Unemployment	517119	26.74	79.94	56.96	639.52	959.29	5.94
Workers Compensation	520019	334.65	334.65	2,673.41	2,677.20	4,015.80	66.57
Building Maintenance	570019	728.46	675.00	5,682.84	5,400.00	8,100.00	70.16
Equipment Maintenance	570119	0.00	58.33	654.02	466.64	700.00	93.43
Space & Utilities	570519	1,122.75	1,122.75	5,613.75	8,982.00	13,473.02	41.67
Building Insurance	571019	424.80	424.80	3,379.16	3,398.40	5,097.60	66.29
Equipment Lease/Alarm	600119	0.00	9.38	0.00	75.04	112.50	0.00
Equipment Lease/ Copier R	600519	0.00	116.67	1,084.67	933.36	1,400.00	77.48
Office Exp./Supplies	601019	177.11	168.75	1,313.29	1,350.00	2,025.00	64.85
Postage LATCHKEY	601519	0.00	9.38	21.06	75.04	112.50	18.72
Telephone LATCHKEY	602019	65.71	75.00	524.98	600.00	900.00	58.33
Internet Service	602119	63.90	50.00	511.20	400.00	600.00	85.20
Website Maintenance	602219	7.87	7.87	62.96	62.96	94.45	66.66
Audit/Acctg.	603019	316.88	316.88	2,535.04	2,535.04	3,802.50	66.67
Program Supplies	605019	129.70	583.33	1,149.96	4,666.64	7,000.00	16.43
Building Supplies	605219	60.84	93.75	271.22	750.00	1,125.00	24.11

For Management Purposes Only

Bartlett Center
Income Statement - Latchkey
For the Eight Months Ending February 28, 2026

	Account No.	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget	Yearly Budget	% of Yearly Budget Used
Field Trips	606419	0.00	83.33	744.00	666.64	1,000.00	74.40
Directors & Officers Ins.	607019	63.04	63.04	502.48	504.29	756.45	66.43
Food Expense	630019	533.53	416.67	5,837.16	3,333.36	5,000.00	116.74
Employee New Hire	640019	0.00	20.83	31.10	166.64	250.00	12.44
Emp Training YU	649019	0.00	62.50	0.00	500.00	750.00	0.00
Outreach-Holiday Parties	655019	0.00	41.67	0.00	333.36	500.00	0.00
First Aid, CDA	659019	0.00	83.33	0.00	666.64	1,000.00	0.00
Total Expenses		20,302.18	21,431.75	158,368.73	171,200.65	256,927.44	61.64
Net Income		$ (4,137.73)	$ 10,961.07	$ 28,990.10	$ 97,941.91	$ 141,786.51	(20.45)

For Management Purposes Only

Bartlett Center
Income Statement - Child Care
For the Eight Months Ending February 28, 2026

	Account No.	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget	Yearly Budget	% of Yearly Budget Used
Revenues							
United Way Allocation	305024	$ 0.00	$ 1,269.00	$ 7,737.72	$ 10,152.00	$ 15,228.00	(50.81)
CDBG	315024	707.59	707.59	5,660.72	5,660.72	8,491.05	(66.67)
Miscl Trusts & Grants	315724	0.00	4,500.00	52,225.00	36,000.00	54,000.00	(96.71)
Program Fees Subsidy CC	320524	235.00	8,734.00	4,384.00	69,872.00	104,808.00	(4.18)
Fundraising	321024	0.00	375.00	0.00	3,000.00	4,500.00	0.00
Child Care- MOS	323024	12,865.20	15,534.00	92,248.36	124,272.00	186,408.00	(49.49)
Contributions	330024	4,216.60	833.33	8,248.80	6,666.64	10,000.00	(82.49)
MOSAIC - CC	330124	0.00	0.00	10,000.00	10,000.00	10,000.00	(100.00)
Pending New Grants	361024	0.00	833.33	0.00	6,666.64	10,000.00	0.00
Total Revenues		18,024.39	32,786.25	180,504.60	272,290.00	403,435.05	(44.74)
Expenses							
Salaries -- Direct	501024	18,117.08	20,833.33	136,336.37	166,666.64	250,000.00	54.53
Executive Director-allocated	501124	2,864.40	2,864.58	22,915.20	22,916.64	34,375.00	66.66
Program Director/ allocated	501224	2,945.45	2,240.70	19,532.35	17,925.60	26,888.40	72.64
Assistant Prog Dir/Allocated	501324	0.00	1,935.86	6,580.42	15,486.88	23,230.35	28.33
Bookkeeper - Allocated	501524	1,129.70	1,129.70	9,037.60	8,804.38	13,323.18	67.83
Salary Maintenance	502024	1,553.58	1,500.00	11,721.35	11,937.48	17,937.48	65.35
FICA	514024	1,465.56	1,157.06	10,901.20	9,256.48	13,884.75	78.51
Allocated Fica CHILD CARE	514124	520.40	747.45	4,344.90	5,979.60	8,969.34	48.44
State Unemployment Tax CH	517024	101.15	151.25	503.99	1,210.00	1,815.00	27.77
Alloc. State Unemployment	517124	32.72	97.71	69.69	781.68	1,172.46	5.94
Workers Compensation	520024	409.02	409.02	3,267.53	3,272.16	4,908.20	66.57
Building Maintenance	570024	890.34	825.00	6,945.60	6,600.00	9,900.00	70.16
Equipment Maintenance	570124	0.00	66.67	799.34	533.36	800.00	99.92
Space & Utilities CHILD C	570524	1,403.44	1,403.44	7,017.20	11,227.52	16,841.28	41.67
Building Insurance	571024	519.20	519.20	4,130.09	4,153.60	6,230.40	66.29
Equipment Lease/Alarm CHI	600124	0.00	11.46	0.00	91.68	137.50	0.00
Equipment Lease/ Copier C	600524	0.00	141.67	1,325.71	1,133.36	1,700.00	77.98
Office Exp./Supplies CHIL	601024	216.43	206.25	1,507.88	1,650.00	2,475.00	60.92
Postage CHILD CARE	601524	0.00	11.46	25.74	91.68	137.50	18.72
Telephone CHILD CARE	602024	80.30	83.33	641.60	666.64	1,000.00	64.16
Internet Service	602124	78.10	58.33	624.80	466.64	700.00	89.26
Website Maintenance	602224	9.62	9.62	76.96	76.96	115.43	66.67
Audit/Acctg. CHILD CARE	603024	387.29	387.29	3,098.32	3,098.32	4,647.50	66.67
Program Supplies	605024	362.87	791.67	2,484.53	6,333.36	9,500.00	26.15
Building Supplies	605224	74.35	114.58	1,125.13	916.64	1,375.00	81.83
Directors & Officers Ins.	607024	77.04	77.02	614.08	616.16	924.25	66.44

For Management Purposes Only

Bartlett Center
Income Statement - Child Care
For the Eight Months Ending February 28, 2026

	Account No.	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget	Yearly Budget	% of Yearly Budget Used
Food Expense	630024	1,016.77	1,250.00	8,747.31	10,000.00	15,000.00	58.32
Employee New Hire	640024	0.00	41.67	15.55	333.36	500.00	3.11
Employee Training CC	649024	0.00	125.00	210.00	1,000.00	1,500.00	14.00
First Aid, CDA	659024	0.00	125.00	0.00	1,000.00	1,500.00	0.00
Total Expenses		34,254.81	39,315.32	264,600.44	314,226.82	471,488.02	56.12
Net Income		$ (16,230.42)	$ (6,529.07)	$ (84,095.84)	$ (41,936.82)	$ (68,052.97)	(123.57)

For Management Purposes Only

Bartlett Center
Balance Sheet
February 28, 2026

ASSETS

Current Assets		
Petty Cash	$ 0.05	
General - Checking	9,967.69	
SAVINGS ACCT	751.93	
Accounts Receivable	(39,153.28)	
Accounts Receivable	37,608.11	
Accounts Receivable	41,027.83	
Remaining United Way Allocatio	20,060.83	
Total Current Assets		70,263.16
Property and Equipment		
Equipment	21,315.33	
Equipment	10,891.61	
Equipment C.D. Tutoring	1,394.77	
Equipment Child Care	19,347.52	
EQUIPMENT	7,144.37	
Equipment Nutrition	11,465.37	
Donated Land	2,250.00	
Building	24,743.23	
Building. Child Care	2,028.55	
Accum. Depre. F&F Equip.	(15,909.00)	
Accum. Depre. C.D. Equip.	(9,329.00)	
Accum. Depre. Tutoring	(1,394.77)	
Accum. Depre. Child Care	(18,487.00)	
Accum. Depre.Computer Lab	(7,144.37)	
Accum. Depre. Nutrition	(11,459.96)	
Accum. Depreciation Building	(7,717.00)	
Accum. Depre. Childcare Bld.	(922.00)	
ACCUM AMORT Copier Lease	(6,356.00)	
operating lease liability - no	(68,244.52)	
Total Property and Equipment		(46,382.87)
Other Assets		
Prepaid Expenses	4,022.70	
Prepaid Insurance	6,234.19	
Prepaid Rent	2,806.88	
Copier Lease Asset	9,079.38	
Total Other Assets		22,143.15
Total Assets		$ 46,023.44

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	$ 16,758.13	
Mo. Withholding Taxes	1,140.00	
FICA	33.66	
FICA	(328.44)	
FICA	(546.14)	
State Unemployment Tax	454.32	
Payroll Payable/Latchkey	(4,293.37)	
Payroll Payroll Child Care	(7,138.98)	
Accrued Audit Fees Payable	8,500.00	
Accured Exp-UW Pledges	68.00	

Bartlett Center
Balance Sheet
February 28, 2026

AFLAC cafe/Pretax	360.40	
Accrued Emp. Ins. AFLAC	293.68	
Total Current Liabilities		15,301.26
Long-Term Liabilities		
Copier Lease Liability	2,837.90	
Total Long-Term Liabilities		2,837.90
Total Liabilities		18,139.16
Capital		
General Operations	7,601.90	
General Operations	10,472.75	
General Operations	12,797.11	
General Operations	15,512.26	
General Operations	(38,126.01)	
General Operations	2,624.85	
General Operations	38,982.23	
General Operations	30,842.74	
General Operations	(7,202.27)	
Net Income	(45,621.28)	
Total Capital		27,884.28
Total Liabilities & Capital		$ 46,023.44

W-S-Monthly Income Summary 7/1/25-6/30/26 cc: LaTonya

Income/Expense Summary

7/1/25 - 6/30/26

Board Meeting

			Bills,PR, Taxes	Checking Account	<Gross Pay> Included in Payments		
Period	Balance	Deposits	All Payments	End Bal	direct Labor	#emp	Holiday/Weather
Open Ck'n Balance				$43,266.16			
Jul-25	$43,266.16	$67,940.49	$60,847.62	$50,359.03	$47,814.75	20	
Aug-25	$50,359.03	$53,764.94	$60,888.50	$43,235.47	$46,331.45	20/21	
Sept'25	$43,235.47	$21,349.47	$52,778.84	$11,806.10	$40,412.22	21/20	
Oct-25	$11,806.10	$40,571.11	$48,221.16	$4,053.32	$44,906.55	25/23	
Nov'25	$4,053.32	$72,576.02	$57,623.90	$19,005.44	$41,511.53	24/22	
Dec'25	$19,005.44	$32,695.61	$50,425.82	$2,118.23	$40,542.52	23/23	
Jan-26	$2,118.23	$88,952.75	$61,816.38	$29,254.60	$42,213.81	23/22	
Feb'26	$29,134.60	$37,286.62	$58,453.53	$9,967.69	$41,640.21	23	
SUB-TOTALS:	Actuals	$415,137.01	$451,055.75		$345,373.04		
Savings Account	***$11,749.35***	***8/31/2025***					
Withdraw 10/30/25	$11,000.00						
Balance	$749.35						

BARTLETT CENTER
FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT
JUNE 30, 2025

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Martin & Hanway CPA's, P.C.

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Saint Joseph, Missouri 64506

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Ruthanna Martin, CPA

Amy Hanway, CPA

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Bartlett Center

Report on the Audit of Financial Statements

Opinion
We have audited the accompanying financial statements of Bartlett Center (a nonprofit organization), which comprise the statement of financial position as of June 30, 2025, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bartlett Center as of June 30, 2025, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Bartlett Center and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Substantial Doubt about the Organization's Ability to Continue as a Going Concern
The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. As discussed in Note 13 to the financial statements, the Organization has suffered significant and unexpected reductions in grant revenues and donations, delays in public funding, and the timing of philanthropic awards and has stated that substantial doubt exists about the Organization's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding those matters are also described in Note 13. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bartlett Center's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards,* we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Bartlett Center's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Bartlett Center's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited the Bartlett Center's Fiscal 2024 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 6, 2025. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2024, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 18, 2026, on our consideration of the Bartlett Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Bartlett Center's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bartlett Center's internal control over financial reporting and compliance.

Martin & Hanway CPA's PC

Martin & Hanway CPA's, P.C.
Saint Joseph, Missouri
February 18, 2026

BARTLETT CENTER
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2025
WITH COMPARATIVE TOTALS AS OF JUNE 30, 2024

ASSETS	2025	2024
Current Assets:		
Cash and Cash Equivalents	$ 55,108	$ 72,278
Grants Receivable	21,850	184,006
Accounts Receivable	40,809	117,077
Prepaid Expenses	7,679	3,913
Pledge Receivable	20,061	25,793
Total Current Assets	145,507	403,067
Non-Current Assets:		
Property and Equipment	75,838	71,704
Leasehold Improvements	24,743	24,743
ROU Asset-Copier Lease	9,079	9,079
Accumulated Amortization	(6,356)	(4,540)
Accumulated Depreciation	(72,363)	(66,426)
ROU Asset- Building Lease	97,021	-
Total Non-Current Assets	127,962	34,560
Total Assets	$ 273,469	$ 437,627
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable	$ 8,139	$ 6,439
Accrued Payroll & Related Liabilities	15,221	14,085
Accrued Audit Fees	8,500	8,450
Accrued Interest on SBA PPP Loans	-	-
ROU Liability-Copier Lease	1,880	1,834
Building Lease Liability	30,525	-
Total Current Liabilities	64,265	30,808
Non-Current Liabilities:		
ROU Liability-Copier Lease	958	2,838
Building Lease Liability	68,245	-
Total Non-Current Liabilities	69,203	2,838
Total Liabilities	133,468	33,646
Net Assets:		
Without Donor Restrictions	119,940	378,188
With Donor Restrictions	20,061	25,793
Total Net Assets	140,001	403,981
Total Liabilities and Net Assets	$ 273,469	$ 437,627

The accompanying notes to financial statements are an integral part of these statements

BARTLETT CENTER
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2024

	2025		Totals	
	Without Donor Restrictions	With Donor Restrictions	2025	2024
Revenue, Gains and Other Cash Support:				
Community Development Block Grant	$ 21,850	$ -	$ 21,850	$ 21,850
United Way Funding	-	37,226	37,226	34,390
Government Grants & Fees	-	-	-	-
Local, State & Federal Grants	131,834	-	131,834	452,969
Contributions	14,489	-	14,489	142,744
Program Fees	228,954	-	228,954	209,992
Gym Rent	1,670	-	1,670	284
Fundraising Income (Less $0 Costs)	455	-	455	-
Interest Income	31,117	-	31,117	29
Misc. Revenue	40	-	40	132
Gain (Loss) on Property & Equipment	-	-	-	3,059
Other Revenue-PPP Forgiveness	-	-	-	68,348
Net Assets Released From Restrictions:				
Satisfaction of Time Restrictions:				
United Way Funding	42,958	(42,958)	-	-
Total Revenue, Gains and Other Cash Support	473,367	(5,732)	467,635	933,797
Contributions Of Nonfinancial Assets	2,250	-	2,250	-
Total Revenue, Gains and Other Support	475,617	(5,732)	469,885	933,797
Expenses:				
Program Services:				
Child Care	371,699	-	371,699	468,746
Youth	180,740	-	180,740	186,348
Total Program Services	552,439	-	552,439	655,094
Support Services:				
Management and General	165,615	-	165,615	170,966
Fundraising	15,811	-	15,811	16,619
Total Support Services	181,426	-	181,426	187,585
Total Expenses	733,865	-	733,865	842,679
Changes in Net Assets	(258,248)	(5,732)	(263,980)	91,118
Net Assets, Beginning of Year	378,188	25,793	403,981	312,863
Net Assets, End of Year	$ 119,940	$ 20,061	$ 140,001	$ 403,981

The accompanying notes to financial statements are an integral part of these statements.

BARTLETT CENTER
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2025
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2024

	Program Services		Support Services			
	Child Care	Youth	Management & General	Fundraising	2025 Total	2024 Total
Salaries	$ 272,500	$ 103,388	$ 145,537	$ 14,687	$ 536,112	$ 628,730
Employee Benefits & Taxes	27,504	12,051	11,133	1,124	51,812	56,597
Occupancy:						
Building Maintenance	10,666	7,848	713	-	19,227	18,990
Building Supplies	1,299	644	-	-	1,943	2,091
Insurance	5,892	4,821	-	-	10,713	10,100
Lease Expense	18,861	15,431	-	-	34,292	-
Depreciation & Amortization	1,774	1,198	4,781	-	7,753	37,408
Program Supplies	6,907	12,513	-	-	19,420	31,606
Food Expense	14,541	7,381	-	-	21,922	22,335
Office and Administrative:						
Office Expense	820	671	-	-	1,491	1,394
Audit & Professional Fees	4,675	3,825	-	-	8,500	8,450
Telephone	1,943	1,590	-	-	3,533	3,630
Supplies	2,456	2,286	-	-	4,742	4,728
Website Maintenance	115	95	-	-	210	210
License	-	-	436	-	436	443
Interest Expense	-	-	99	-	99	787
Consulting Fees	-	-	800	-	800	-
Miscellaneous Expense	-	2,172	634	-	2,806	7,227
Conference & Training	1,746	4,826	1,482	-	8,054	7,953
Total Expenses	$ 371,699	$ 180,740	$ 165,615	$ 15,811	$ 733,865	$ 842,679

The accompanying notes to financial statements are an integral part of these statements.

BARTLETT CENTER
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2025
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ (263,980)	$ 91,118
Adjustments to Reconcile Changes in Net Assets to Net Cash Provided By (Used In) Operating Activities:		
Depreciation and Amortization	7,753	37,408
(Gain) Loss on Disposal of Property and Equipment	-	(3,059)
Non-Cash Contribution	(2,250)	-
Decrease (Increase) in Accounts Receivable	76,268	(92,158)
Decrease (Increase) in Grants Receivable	162,156	(39,815)
Decrease (Increase) in Pledge Receivable	5,732	(5,005)
Decrease (Increase) in Prepaid Expenses	(3,766)	(355)
Decrease (Increase) in ROU Asset-Building Lease	(97,021)	-
Increase (Decrease) in Accounts Payable	1,700	(5,767)
Increase (Decrease) in Accrued Payroll & Related Liabilities	1,136	(704)
Increase (Decrease) in Accrued Audit Fees	50	-
Increase (Decrease) in Accrued Interest on SBA PPP Loans	-	(1,984)
Increase (Decrease) in Building Lease Liability	98,770	-
SBA PPP Loans Forgiven	-	(66,364)
Net Cash Provided By (Used In) Operating Activities	(13,452)	(86,685)
CASH FLOWS FROM INVESTING ACTIVITIES		
Non-Cash Contribution	2,250	-
Proceeds from Sale of Property and Equipment	-	7,931
Purchases of Property and Equipment	(4,134)	(24,936)
Net Cash Provided By (Used In) Investing Activities	(1,884)	(17,005)
CASH FLOWS FROM FINANCING ACTIVITIES		
Copier Lease Payments	(1,834)	(1,788)
Buiding Lease Payments	-	(31,021)
Net Cash Provided By (Used In) Financing Activities	(1,834)	(32,809)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(17,170)	(136,499)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	72,278	208,777
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 55,108	$ 72,278

Interest expense of $99 for FY 2025 and $787 for FY 2024 is included in the Change in Net Assets from operations. $99 was paid for interest for FY 2025 and $787 was paid for FY 2024.

There are $2,250 noncash investing transactions for FY 2025 and FY 2024.

Non-Cash donations of $2,250 and $0 for FY 2025 and FY 2024 years, respectively are included in the purchases of property and equipment amount.

For the purpose of the Statement of Cash Flows, the Center considers all demand accounts and investments with an initial maturity of three months or less to be cash equivalents.

BARTLETT CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Bartlett Center (the Center) is a nonprofit organization formed in 1972 to serve economically disadvantaged individuals in St. Joseph, Missouri. The Center's mission is to provide families and individuals with positive and inspiring resource programs that generate profitable returns for their local community and greater St. Joseph. Programs provided by the Center include Youth After-School and Summer Program and Child Care. The Center's primary sources of revenues are from the City of St. Joseph, Buchanan County, Federal and State grants and contracts and contributions from companies and individuals.

Basis of Accounting

The financial statements of the Center have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables and other liabilities.

Property and Equipment

Purchased property and equipment are recorded at cost. Donated property and equipment are recorded at their fair market value at the time of donation. Property and equipment with a useful life of more than one year are capitalized. Depreciation on property and equipment is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Leasehold improvements are depreciated over the remaining non-cancelable lease term. As required by grant program requirements, equipment purchased with Federal or State monies is recorded as an expenditure when incurred. At the grant year-end, these Federal and State expenditures are added to the Center's property and equipment account. All property and equipment acquired with government funds are subject to various restrictions as to use and disposition. The copier lease is amortized over the life of the lease. Estimated useful lives of the assets are as follows:

Furniture, Fixture & Equipment & Leasehold Improv.	3, 5, 7, 10, 25 Years
Copier Lease	5 Years
Land	NDA

Allowance for Uncollectible Accounts

Receivables consist primarily of amounts due from the City of St. Joseph, Missouri and Department of Social Services.

The Center uses the specific write-off method to provide for doubtful accounts since experience and management's estimation indicates an adequate allowance for such accounts is immaterial.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor or by law. Amounts received which are designated for future periods or restricted by the donor for specific purposes are reported as with donor

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

restrictions and increases in that net asset class. When a restriction is fulfilled in the same time period in which the contribution is received, the Center reports the support as restricted and provides information regarding the amount of support which has satisfied the restricted requirements.

Basis of Presentation
The financial statements are presented in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 958-205, Not-for-Profit Entities, Presentation of Financial Statements. During fiscal 2019, the Center started following the provisions of Accounting Standards Update ("ASU") 2016-14: *Not-for-Profit-Entities (Topic 958) Presentation of Financial Statements of Not-for-Profit Entities,* which improves the current net asset classification and the related information presented in the financial statements and notes about the Center's liquidity, financial performance, and cash flows.

Inventory
The Center has no inventory reflected in the financial statements, since the amount is immaterial.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue, expenses, gains, losses, and other changes in net assets during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents
For the purpose of the statement of cash flows, the Center considers all demand accounts and investments with an initial maturity of three months or less to be cash equivalents.

Income Taxes
The Center has been designated as a tax-exempt organization operated for charitable purposes pursuant to Internal Revenue Code (IRC) Section 501(c) (3). The Center is not a private foundation pursuant to IRC Section 509 (a) (1). There was no unrelated business income for fiscal 2025 or 2024. Accordingly, no provision for income tax expense or excise tax expense has been made.

FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, provides that an organization must recognize the tax benefit associated with tax taken for tax return purposes when it is more likely than not the position will be sustained. For the years ended June 30, 2025 and 2024, the Center recorded no liabilities for unrecognized tax positions, interest or penalties in its financial statements. The Federal Form 990 for the fiscal years ended June 30, 2022 and thereafter remains subject to examination by the Internal Revenue Service. As of the date of this report, the Center's return for the fiscal year ended June 30, 2025 has not yet been filed.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Compensated Absences

Employees of the Center are entitled to paid vacation and paid sick days, depending on job classification, length of service and other factors. Any unused compensated absences at employee separation is not paid out and therefore, there is no compensated absences presented in these statements. The Center's policy is to recognize the costs of compensated absences when actually paid to employees.

Functional Allocation of Expenses

The cost of providing the various programs and activities of the Center has been summarized on a functional basis in the Statement of Activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Direct program costs are charged directly to program cost accounts. Certain categories of expenses are attributed to more than one functional category. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. General overhead type expenses are allocated to program expense accounts based on factors such as a time study of salary costs of administrative personnel and building space utilization for each program.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Center that is, in substance, unconditional.

Contributed Services

In accordance with ASC 958-605 the fair value of donated services are recognized if the services either create or enhance a non-financial asset or require specialized skills, are provided by entities or persons possessing those skills, and would need to be purchased if they were not donated.

Many individuals volunteer their time and perform a variety of tasks that assist the Organization, including board member services, but these services do not meet the criteria for recognition as contributed services.

Prior-Year Comparative Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended June 30, 2024, from which the summarized information was derived.

Employee Retention Credit

The Employee Retention Credit (ERC) is a refundable credit against certain payroll taxes allowed to an eligible employer for qualifying wages that was established by the *Coronavirus Aid, Relief, and Economic Security Act ("CARES Act")* and further amended by the *Consolidated Appropriations Act (CAA)* and the *American Rescue Plan (ARP)*. The Center met the ERC's eligibility requirements and considers these payments

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

as a conditional grant. Accordingly, the Center had recorded the grant in the statement of activities as Government Grants & Fees for the year ended June 30, 2022. The ERC was received in fiscal 2025.

Description of Programs

The Center operates the following programs:

Youth After-School and Summer Program

Provides children in the Mid-City Neighborhood Strategy Area who need a safe haven as an alternative to being left unattended with nothing to do during the summer months and at the end of the school day with a place to go and many activities to participate in.

Child Care

Provides care for children from infant through preschool. The Center provides affordable child care in a safe, healthy and secure environment that develops the social, emotional, creative and cognitive skills of each child regardless of the family's income level and work schedule.

Paycheck Protection Program

During fiscal year 2021, the Center received proceeds under the Paycheck Protection Program "PPP" administered by a Small Business Administration (SBA) approved partner. Established as part of the *Coronavirus Aid, Relief and Economic Security Act ("CARES Act")*, the PPP provided for forgivable loans to qualifying organizations as long as the organization maintained its payroll levels and used the proceeds for eligible purposes, including payroll, benefits, rent, and utilities, over a "covered period" (eight or 24 weeks). Up to 100% of a loan was forgivable. The forgiveness amount would be reduced if the organization terminated employees or reduced salaries during the covered period. Any unforgiven portion of a PPP loan is payable over two or five years at an interest rate of 1%, with a deferral of payments for 10 months after the end of the covered period. The loan was forgiven in fiscal year 2024. See Note 10.

Leases

The Center is a lessee in multiple operating leases. If the contract provides the Center the right to substantially all the economic benefits and the right to direct the use of the identified asset, it is considered to be or contain a lease. Right-of-use (ROU) assets and lease liabilities are recognized at the lease commencement date based on the present value of the future lease payments over the expected lease term. ROU assets are also adjusted for any lease prepayments made, lease incentives received, and initial direct costs incurred.

Lease liabilities are initially and subsequently recognized based on the present value of their future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. Increases (decreases) to variable lease payments due to subsequent changes in an index or rate are recorded as variable lease expense (income) in the future period in which they are incurred.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

ROU assets for operating leases are subsequently measured throughout the lease term at the amount of the remeasured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized.

Operating leases with fluctuating lease payments: For operating leases with lease payments that fluctuate over the lease term, the total lease costs are recognized on a straight-line basis over the lease term.

The Center has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Center has elected to use the practical expedient to not separate lease and non-lease components for the copier and building leases.

The Center has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The risk-free rate option has been applied to the copier and building leases.

Right-of-use assets and liabilities as of June 30, 2025 and 2024 are presented as separate line items on the Center's statement of financial position.

Contributed Nonfinancial Assets

Donated land is recorded as a contribution at the fair market value at the date of donation. The Center reports the donation in the net assets without donor restrictions category, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets must be used, and gifts of cash or other assets that must be used to acquire long-lived assets are reported in the net assets with donor-restrictions category. Per FASB ASU 2016-14 and absent explicit donor stipulations about how long those long-lived assets must be maintained, the Center reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Accounting Pronouncements Adopted

In FY 2022, the Center adopted the provisions of FASB ASU 2016-02, *Leases* (Topic 842). This ASU requires that a lease liability and related right-of-use (ROU) asset representing the lessee's right to use or control the asset be recorded upon the commencement of all leases except for short-term leases. ROU assets and lease liabilities are recognized based on the present value of the future lease payments over the expected lease term. Leases will be classified as either finance leases or operating leases, which are substantially similar to the classification criteria for distinguishing between capital leases and operating in existing lease accounting guidance. ROU assets for finance leases

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Concluded)

are amortized on a straight-line basis over the lease term. For operating leases with and without lease payments that fluctuate over the lease term, the total lease costs are recognized on a straight-line basis over the lease term. ROU assets are discounted at the present value, which is determined at a long-term risk-free discount rate (long-term US Treasury rate).

The Center has elected to not separate lease components from the non-lease components. The ASU has not been applied retrospectively.

Leases (Topic 842) Discount Rate for Lessees That Are Not Public Business Entities (ASU-2021-09) - Topic 842 currently provides lessees that are not public business entities with a practical expedient that allows them to elect, as an accounting policy, to use a risk-free rate as the discount rate for all leases. The amendments in this Update allow those lessees to make the risk-free rate election by class of underlying asset, rather than at the entity-wide level. An entity that makes the risk-free rate election is required to disclose which asset classes it has elected to apply a risk-free rate. The amendments require that when the rate implicit in the lease is readily determinable for any individual lease, the lessee use that rate (rather than a risk-free rate or an incremental borrowing rate), regardless of whether it has made the risk-free rate election. Entities that have not yet adopted Topic 842 as of November 11, 2021, are required to adopt the amendments in this Update at the same time that they adopt Topic 842. The Center had adopted the provisions of FASB ASC 842 in FY 2022 and has elected to use the risk-free rate for its copier and building leases.

The Center adopted the provisions of FASB ASU 2020-07, *Not-for-Profit Entities (Topic 958) Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets.* The amendments in this Update apply to nonprofit organizations that receive contributed nonfinancial assets (also referred to as gifts-in-kind) and address presentation and disclosure of those contributed nonfinancial assets. The term "nonfinancial assets" includes fixed assets (such as land, buildings, and equipment), use of fixed assets or utilities, materials and supplies, intangible assets, cryptocurrency, services, and unconditional promises of those assets. Under ASU 2020-07, organizations must present gifts-in-kind as a separate line item in the statement of activities, apart from gifts of cash and other financial assets. In addition to this presentation requirement. the gifts-in-kind must be further broken down into categories (fixed assets, supplies, contributed services, etc.) in the notes to the financial statements. For each category of contributed nonfinancial assets recognized in the financial statements, further footnote disclosures are required under the ASU, including whether the gifts-in-kind were sold or used, among other disclosures. The provisions of ASU 2020-07 must be applied on a retrospective basis (meaning that all periods presented in comparative financial statements must reflect the requirements of the new standard). Adoption of this standard had no effect on its net assets.

BARTLETT CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 2: LIQUIDITY AND AVAILABILITY OF FUNDS

The Center's financial assets available for general expenditures, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are as follows:

	2025	2024
Cash and Cash Equivalents	$ 55,108	$ 72,278
Grants Receivable	21,850	184,006
Accounts Receivable	40,809	117,077
Pledge Receivable	20,061	25,793
Total Financial Assets Available Within One Year	$137,828	$399,154

The Center has structured its financial assets to be available as its general expenditures, liabilities and other obligations come due. Time related restrictions associated with pledge receivable of $20,061 and $25,793 at June 30, 2025 and 2024, respectively, have not been included as restrictions imposed on financial assets as the amounts are expected to be collected within one year.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources. See Note 13.

NOTE 3: GRANTS RECEIVABLE

At June 30, 2022, the Center recorded in its financial statements $140,549 due from the Internal Revenue Service for filing Forms 941-X, Adjusted Employer's Quarterly Federal Tax Return or Claim for Refund for Quarters 1, 2 & 3 of 2021, in order to receive amounts to which it believed it was entitled under the ERC, which is a refundable credit against certain payroll taxes allowed to an eligible employer for qualifying wages, that was established by the *Coronavirus Aid, Relief, and Economic Security ("CARES Act")* and further amended by the *Consolidated Appropriations Act (CAA)* and the *American Rescue Plan (ARP)*. Laws and regulations concerning government programs, including the ERC are complex and subject to varying interpretations. Claims made under the CARES Act may also be subject to retroactive audit and review. There can be no assurance that regulatory authorities will not challenge the Center's claim to the ERC and it is not possible to determine the impact, if any, this would have upon the Center. The ERC amount was received in full in fiscal 2025, along with the respective interest.

BARTLETT CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 4: PLEDGE RECEIVABLE

Unconditional promises to give at June 30, 2025 and 2024 are as follows:

	2025	2024
Receivable in less than one year	$20,061	$25,793
Receivable in one to five years	-	-
Total	$20,061	$25,793

Promises to give consist of allocations from United Way for 2025 and 2024 for future time periods. Differences between the amounts allocated and collected from United Way have historically been insignificant. Accordingly, no provision was made for uncollectable amounts. United Way typically awards future allocations for the next calendar year end, but it did not for calendar 2025 or 2026. Promises to give have been valued at the face amount of the allocation.

NOTE 5: PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	6-30-24	Additions	Deletions	6-30-25
Furniture and Fixtures	$ 20,307	$ 1,007	$ -	$ 21,314
Land	-	2,250	-	2,250
Leasehold Improvements	24,743	-	-	24,743
Copier Lease	9,079	-	-	9,079
Equipment - Youth	11,409	877	-	12,286
Equipment - Child Care	21,377	-	-	21,377
Equipment - Computer Lab	7,146	-	-	7,146
Equipment - Kitchen	11,465	-	-	11,465
Total	105,526	4,134	-	109,660
Accumulated Amortization	(4,540)	(1,816)	-	(6,356)
Accumulated Depreciation	(66,426)	(5,937)	-	(72,363)
Total	$ 34,560	$(3,619)	$ -	$ 30,941

Depreciation and amortization expense for the year ended June 30, 2025 was $7,753 and depreciation and amortization expense for the year ended June 30, 2024 was $37,408.

NOTE 6: NET ASSETS WITH DONOR RESTRICTIONS

The Center's net assets with donor restrictions are subject to the following purposes or periods.

Subject to Time Restrictions:	2025	2024
United Way-Allocation for the next year	$20,061	$25,793
Total Time Restrictions	$20,061	$25,793
Total Net Assets with Donor Restrictions	$20,061	$25,793

Net Assets were released from Donor restrictions during 2025 and 2024 by satisfying the restricted purposes as follows:

	2025	2024
Expiration of time restrictions – United Way	$42,958	$29,385

NOTE 7: LEASES

Copier Lease

On October 28, 2021, the Center entered into a 60 month lease agreement with XEROX, for a copier requiring lease payments of $160.80 beginning on January 1, 2022. A 2.5% discount rate is used. The agreement is a non-cancellable agreement.

	FY 2025	
Lease Cost		
Operating lease cost	$ 2,894.40	
Cash Flow Items		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 1,833.72	
Right-of-use assets obtained in exchange for lease liabilities		
Operating lease	$ 2,837.90	
Weighted-average remaining lease term in years- Operating lease		1.50
Weighted-average discount rate		2.50%

	FY 2024
Lease Cost	
Operating lease cost	$ 4,824.00
Cash Flow Items	
Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	$ 1,788.49
Right-of-use assets obtained in exchange for lease liabilities	
Operating lease	$ 4,671.62

NOTE 7: LEASES (Continued)

Weighted-average remaining lease term in years- Operating lease	2.50
Weighted-average discount rate	2.50%

Building Lease
On June 21, 2019 a lease agreement was signed with the City of St. Joseph where the Center leased certain designated space and facilities in the Horace Mann Community Center from July 1, 2019 through June 30, 2024. A 2.5% discount rate is used. The lease can be canceled by either party with ninety days written notice.

	FY 2025	
Lease Cost		
Operating lease cost	$ -	
Cash Flow Items		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ -	
Right-of-use assets obtained in exchange for lease liabilities		
Operating lease	$ -	
Weighted-average remaining lease term in years- Operating lease		0.00
Weighted-average discount rate		2.50%

	FY 2024	
Lease Cost		
Operating lease cost	$ -	
Cash Flow Items		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 31,021.29	
Right-of-use assets obtained in exchange for lease liabilities		
Operating lease	$ -	
Weighted-average remaining lease term in years- Operating lease		0.00
Weighted-average discount rate		2.50%

Building Lease
A lease agreement was signed with the City of St. Joseph where the Center leased certain designated space and facilities in the Horace Mann Community Center from July 1, 2024 through June 30, 2028. A 3.72% discount rate is used. The lease can be canceled by either party with ninety days written notice.

NOTE 7: LEASES (Continued)

	FY 2025	
Lease Cost		
Operating lease cost	$102,876.84	
Cash Flow Items		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 30,438.55	
Right-of-use assets obtained in exchange for lease liabilities		
Operating lease	$ 97,021.06	
Weighted-average remaining lease term in years- Operating lease		3.00
Weighted-average discount rate		3.72%

Future Minimum Lease Payments FY 2025

June 30,	Total
2026	$ 36,221.88
2027	35,257.08
2028	34,292.28
Total lease payments	$105,771.24

Reconciliation Lease Liabilities

	Total
Copier Lease	$ 2,837.90
Building Lease	98,769.82
Total lease payments	$101,607.72

Reconciliation ROU Assets

	Total
Copier Lease	$ 2,723.00
Building Lease	97,021.06
Total lease payments	$99,744.06

Future Minimum Lease Payments FY 2024

June 30,	Total
2025	$1,929.60
2026	1,929.60
2027	964.80
Total lease payments	$4,824.00

NOTE 7: LEASES (Concluded)

Reconciliation Lease Liabilities

	Total
Copier Lease	$4,671.62
Total lease payments	$4,671.62

Reconciliation ROU Assets

	Total
Copier Lease	$4,539.00
Total lease payments	$4,539.00

NOTE 8: CONTINGENCIES

Litigation- At June 30, 2025, there was no pending or threatened litigation against the Center.

Grant Program- The Center participates in numerous state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies. If the Center has not complied with the rules and regulations governing grants, refunds of any money received may be required. In the opinion of the Center, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants.

NOTE 9: CONCENTRATIONS

The Center has received a substantial amount of its support from United Way, the City of St. Joseph, Department of Social Services and other state and federal grants or contracts. A significant reduction in the level of these supports would have a significant effect on the Center's programs and activities.

NOTE 10: PPP LOANS

On July 20, 2020, the Center received a loan in the amount of $66,364.00 to fund payroll, rent, utilities, and interest on mortgages and existing debt through the federal Paycheck Protection Program. The Center had initially recorded the loan as long-term debt and added accrued interest and has recorded the forgiveness in accordance with guidance for FASB Accounting Standards Codification (ASC) Topic 470, *Debt* and reclassified the amount forgiven to other income upon legal release by the lender. The loan and accrued interest were forgiven on June 4, 2024. Therefore, the Center had recognized $68,348 as other revenue for the year ended June 30, 2024, which represents 100% of the loan proceeds plus accrued interest.

NOTE 11: REVENUE RECOGNITION

Revenue from Exchange Transactions: The Organization recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers, as amended. ASU 2014-09 applies to exchange transactions with customers that are bound by contracts or similar arrangements and establishes a performance obligation approach to revenue recognition. The Organization records the following exchange transaction revenue in its statement of activities for the years ending June 30, 2025 and 2024.

Program Service Fees - The Organization conducts program-related experiences for Youth and Childcare where the performance obligation is delivery of the program or meals. Fees for tuition and meals are set by the Organization and/or the MO Department of Social Services. Fees for Childcare and Youth include keeping a child in the program. The Organization recognizes revenue on the accrual basis. No liability for probable customer returns are considered necessary as of June 30, 2025 and 2024. No amounts are deferred as of June 30, 2025 and 2024.

Disaggregation of Revenue from Contracts with Customers: The following table disaggregates the Center's revenues based on the timing of satisfaction of performance obligations for the years ended June 30:

	2025	2024
Performance obligations satisfied at a point in time	$ -	$ -
Performance obligations satisfied over time	228,954	209,992
	$ 228,954	$ 209,992

Revenue from performance obligations satisfied over time consists of program service fees.

NOTE 12: CONTRIBUTED NONFINANCIAL ASSETS

For the years ended June 30, 2025 and 2024, donated items recorded in the financial statements as in-kind contributions totaled $2,250 and $- respectively.

Contributed nonfinancial assets consist of the following:

Year Ended June 30,	2025	2024
Land	$ 2,250.00	$ -
Total contributed nonfinancial assets	$ 2,250.00	$ -

The Center recognizes contributed nonfinancial assets within revenue, including land. Unless otherwise noted, contributed nonfinancial assets did not have donor-imposed restrictions.

In valuing the land, the Center estimates the fair value on the basis of estimates of values that would be received for selling similar land in the United States.

BARTLETT CENTER
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2025

NOTE 13: GOING CONCERN

There is substantial doubt about the entity's ability to continue as a going concern. The Center has suffered significant and unexpected reductions in grant revenues and donations, delays in public funding and the timing of philanthropic awards. In particular, the Center experienced:

- Prolonged delays in the receipt of Community Development Block Grant (CDBG) reimbursements from the City of St. Joseph, which created a multi-month cash flow disruption;
- A temporary freeze and restructuring of Missouri child care stabilization and subsidy funding; and
- A highly competitive philanthropic environment, resulting in longer award cycles for major funders such as United Way and foundations.

These events occurred concurrently and were outside of management's control, resulting in short-term liquidity stress rather than a structural failure of the organization's programs or demand for services.

Management has evaluated the Center's financial condition and believes that the going concern uncertainty reflects a temporary cash flow crisis driven by external funding delays and public-sector disruptions, rather than a decline in organizational viability, service demand, or community support.

Bartlett Center continues to experience strong enrollment in childcare and after-school programs, high community utilization, and ongoing partnerships with schools, families, and local agencies. The organization's core programs remain operational, mission-critical, and in demand.

The primary financial challenge has been timing, like the mismatch between when expenses must be paid and when government reimbursements and philanthropic awards are received. Management does not believe this reflects an inability of the Center to operate in the long term, but rather a liquidity issue caused by extraordinary funding interruptions.

Management has implemented and is actively executing a multi-pronged financial stabilization and revenue recovery plan designed to alleviate the going concern uncertainty, including:

1) Recovery of delayed public funding

The Center is actively working with the City to finalize and receive delayed CDBG reimbursements and other contracted public funds that were outstanding for multiple months. These funds represent earned revenue that will significantly improve cash flow once received.

NOTE 13: GOING CONCERN (Concluded)

2) Securing philanthropic awards
The Center has active applications under review with United Way and other foundations, with funding decisions expected in early 2026. These grants are intended to stabilize operations, fund core programming, and rebuild financial reserves.

3) Board-approved financial restructuring
Management is working with the Board of Directors to finalize a sustainable repayment and cost-containment plan that aligns expenses with current revenue realities while maintaining program quality and staffing stability.

4) Expansion of earned revenue
The Center is strengthening its fee-based childcare, preschool, and after-school enrollment, which provides recurring monthly revenue. Demand for these services remains strong in the community.

5) Fundraising and community campaigns
Management is launching targeted donor outreach, sponsorships, and fundraising events, including a 2026 gala and community-based campaigns, to diversify revenue and reduce dependence on any single funding source.

6) Grant diversification strategy
The organization is pursuing new corporate, foundation, and government grants focused on youth development, workforce development, and childcare stabilization to create a more resilient funding mix.

Management believes that these actions, taken together, will generate sufficient revenue and liquidity to allow Bartlett Center to continue operating and fulfill its mission.

NOTE 14: SUBSEQUENT EVENTS

The Center has evaluated and determined that there are no subsequent events as of February 18, 2026, which is when the financial statements are available to be issued.

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Ruthanna Martin, CPA

Amy Hanway, CPA

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Bartlett Center

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Bartlett Center (a nonprofit organization), which comprise the statement of financial position as of June 30, 2025, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 18, 2026.

Report On Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered Bartlett Center's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Bartlett Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and responses as item 2025-1 that we consider to be a significant deficiency.

Report On Compliance and Other Matters

As part of obtaining reasonable assurance about whether Bartlett Center's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Bartlett Center's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on Bartlett Center's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. Bartlett Center's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Martin & Hanway CPA's PC

Martin & Hanway CPA's, P.C.
Saint Joseph, Missouri
February 18, 2026

BARTLETT CENTER
Schedule of Findings and Responses
For the Year Ended June 30, 2025

Findings-Financial Statement Audit

2025-1 Segregation of Duties

Condition: The bookkeeper is responsible for opening mail, recording receipts, recording journal entries, payroll, accounts payable, making deposits, bank reconciliations and all financial reporting and monitoring tasks.

Criteria: Internal controls should be in place that provide for adequate segregation of duties so as to provide reasonable assurance that errors and irregularities that may occur are detected in a timely manner.

Cause: The size of the Center's accounting staff precludes certain internal controls that would be preferred if staff were large enough to provide optimum segregation of duties.

Effect: A concentration of duties does not provide the checks and balances of multiple people involved in accounting functions, increasing the chance that errors and irregularities may occur and not be detected in a timely manner.

Recommendation: Continued involvement of the Board is important. Review and approval of invoices for items purchased by the person receiving the merchandise can add to controls.

Response: The Board of Directors are more actively involved in the daily progress of the programs. Board Members are involved in committees to assist with the procedures and help in segregation of duties. We continue to involve the Board of Directors in all areas of the Bartlett Center's policies and procedures, along with our mission statement. This will provide more efficient checks and balances as we move forward. When items are purchased for a program, the receipt is signed by the person receiving the merchandise, then turned over to the accounting department.

All major purchases are okayed by the Executive Director; purchases over $1,000 are required to have Board approval. All bills have a process that must be followed. When an item is purchased, the Program Director or Executive Director, will provide the Bookkeeper with an "approved for payment invoice". No bill is paid without previous approval receipt or invoice. Twice monthly the bills and current payroll time cards are given to the Executive Director, with payment preview paperwork, before checks are written. Once approval is obtained, the checks are issued and are returned to the Executive Director for signature along with one other signature. Checks are returned to the Bookkeeper to be distributed to employees and bills are mailed. In addition, bank reconciliations and bank statements are reviewed monthly by the Board Treasurer.

Black Archives Committee Meeting Minutes

Tuesday, June 2nd^{h}, 2026, 3:30 PM

Present: Co-Chair: Loes Hedge **Co-Chair:** Gary Wilkinson, J.D. Soil, Joyce Starr-McCloud, Ron Curtis, Latonya Williams, Chuck Schlimme, Kristina Buchanan, Shirl Wilson, , Bob Slater, Ramadhan Washington, Ecy Bullock, Julie Vaughn, Gary Wilkinson Jr

Also Present: Staff – Sara Wilson, Jerrad Hardin,

Absent: Clark Hampton, LaVell Rucker, Drew Brown, Matilda White, Phil Brooks, Amber Dydell, Paul Gatewood, Rufus St. Claire

Call to order: at 3:37 by Gary Wilkinson

Approval of Minutes: Bob Slater made a motion to approve the last meeting's minutes. The motion was seconded by Ecy Bullock. All in favor. The minutes stand approved

Financial Report: Sara Wilson asked the committee to review the financial report. Paul Gatewood made a motion to approve the report. Ron Curtis seconded the motion. All in favor. The Financial Report stands approved.

<u>OLD BUSINESS</u>

Black Archives Golf Tournament: Paul Gatewood gave an update. Hole sponsorships are live on the website, as well as entry fees for the teams.

Midtown Initiative: Gary Wilkinson gave an update. Midtown met last month at the Do It A'Ginn Hall. We have found a few people to fill the board membership. We are looking to partner with more people on this project. The city is adding more revitalization projects. Discussion.

Local Art Exhibits: JD Soil and Kristina Buchanan brought in some of the art pieces to hang up in the conference room. We are preparing for a strong social media presence and media presence. We need to develop an Artist Statement to mount in the art show.

Children's Golf Program: No Updates

Conversations Play – This play will deal with a period of time beginning with W.E.B Dubois and into the 1970s. JD Soil, Loes Hedge, and Gary Wilkinson are co-writing this play. Gary Wilkinson gave a short presentation on Thunderbird, an alcoholic drink from early 20th century, whose history will be featured in 'Conversations'. Discussion. This will be performed at Spratt Hall on June 13th and 14th. Tickets are $10.

<u>NEW BUSINESS –</u>

Next Meeting: Tuesday, July 7th, 2026, at 3:30 pm at the Black Archives Museum

Meeting Adjourned: at 4:01 by Gary Wilkinson

Respectfully submitted by Jerrad Hardin

Fundraising Committee Minutes

June 11, 2026

Attendance:

Present: In Person: Carol Meyers, Emily Lindsay, Shirley Ward-Major, Susan Kimberlin, Cheri Miles

Via Zoom: Lance Rich, Kathy Tootle-Ames, Michelle Schaup

Absent: Patrick Dare, Eileen Dyer, Paul Gatewood, Dr. Abha Havaldar, Tona Williams

Also Present: Sara Wilson, Kami Jones (via Zoom), Heather Nelson, Zachary Grier

Meeting was called to order by Carol Meyers at 4:03 pm

Approval of minutes:

Emily motioned to approve the May 14, 2026 minutes, seconded by Sue; motion carried

Old Business:

- **Trips 2026/2027**
  Kami has called for final payments due for both the Cape Cod trips. Most of the final payments have been received. We have 48 (includes two staff) for the August trip and 53 (includes two staff) for the September trip. Maximum bus capacity is 56 so the September bus will be full.

  The planned trips for 2027 will be Charleston in March; The Ark Encounter in Kentucky in June; and Niagara Falls in August. The tickets for these trips will be going on sale in July.

- **Murder Bus**
  There are only five tickets left (151 sold) for the July 18 Murder Bus tour. The final payment to Windstar has been made. We have requested the same bus driver for the July bus but that request has not yet been confirmed. For 2027 we are planning to have another Murder Bus tour as well as a new separate event which is planned to be a Brothel Bus tour.

- **Frog Hop**
  Carol expressed appreciation for all the good work Sara and her staff and Lance did for the event. Positive aspects (radio show, bands, dancing, decor) as well as opportunities for improvement (catering, difficulties with understanding/seeing presentations) were discussed for consideration for next year. Opinions were expressed regarding lower ticket sales for this years event which included anticipated parking concerns although no one at the meeting experienced a parking problem. While final numbers for the event are not yet available Lance noted that the donations from sponsors brought in $2500 more than last years' event. Extra

costs for this year included the entertainment of $1600 for the Big Band, $1000 for TriLemma, and the venue cost of $1250.

Discussion was held regarding the timing of the event as far as keeping it the same or moving it to a different time of year. Additionally for 2027 there may be conflicts with the 100th anniversary celebration for the Missouri Theater. Kami will research other activities that may be scheduled for our suggested June 4 date so that we can start to finalize the date for next years' fundraiser and select a venue.

- **World Cup/America 250**
  Kami reported that the first Glore After Hours event is sold out, and that ten tickets for the second event have been sold. For the Murder at the Mansion event all couples tickets have been sold and there are six individual tickets left. Only six tickets have been sold for the Murder at the Asylum event but that event is later in July. It was noted that while tickets are selling well it is primarily local traffic and not necessarily attributed to World Cup attendees. Plans have been finalized for the annual meeting which will be our grand reopening and annual meeting on July 2. We will have an All American picnic, and Max will be giving a presentation.

- **Pipe Organ Tour**
  Ticketing is in place. Kami has been working with David Lewis on finalizing the plans. Organists have been selected for all churches except one.

New Business

- **Brothel Bus Tours**
  Shirley has been researching and has found some interesting stories that could be used for dialogue in between the stops on the tour. She will reach out to Delores Rockett.

- **Pipe Organ Tour**
  Ticketing is in place. Kami has been working with David Lewis on finalizing the plans. Organists have been selected for all the churches with the exception of one.

- **Voices of the Past**
  Kami is struggling to get the information needed. Ticket sales should begin on July 1. This years event will be October 1st and 2n

- **Free Museum Day**
  This year's event will be September 19, 2026

- **New Staff Member**
  The committee was introduced to Zach Grier who has replaced Anita Sontheimer

The meeting was adjourned at 4:54 pm – Sue Kimberlin 1st; Emily Lindsay 2nd
Submitted by Cheri Miles, committee member.

Membership Committee Minutes
St. Joseph Museums
Thursday, May 14, 2026
3406 Frederick Avenue
The meeting was in-person and via Zoom

- **Call to Order**
  Present: Hannah Parks; Michelle Schaup; and Tona Williams

  Absent: Patrick Dare and Lance Rich

  Also Present: Executive Director Sara Wilson; Financial Services Administrator Anita Sontheimer; Membership & Visitors Services Delores Rockett and Communications & Group Tours Kami Jones

  The meeting was called to order by Hannah Parks at 3:04 P.M.

- **Approval of Membership Minutes from March 12, 2026**
  The minutes of March 12, 2026 Membership Committee Meetings have been emailed and made available to the committee members.

  Toan Williams made a motion to approve the March 12, 2026 minutes as written. Hannah Parks seconded the motion and the motion was approved unanimously.

- **Update of Membership Statistics**
  The budget for 2025-2026 is set at $37,000.00 and has been met.
  Current Members are 230 and 49 NARM Members.
  Previously reached 274 active members in December 2025, peaked over 300 before annual drop-offs in March.
  Discussion followed.

- **Membership Drive at upcoming events**
  Suggestion to send another reminder to lapsed members. Raffle concept proposed: new members entering will get a chance to win free tickets for selected events.
  Strong emphasis on promoting benefits at every event

- **DonorView Update moving from Network for Good**
  No current update.

- **New member benefit implementation**
  Shift from monthly to quarterly member-only events due to scheduling conflicts. Months suggested was May, July, September, December.
  July 2 annual membership meeting combined with America 20 exhibit opening.
  Benefactors dinner concept to be held at Wyeth Tootle Mansion using new kitceh to showcase America 250 updates.

- **Volunteer Coordination and Community Partners Plan update:**
  Currently managing 8 return-to-work volunteers. 3 confirmed summer interns.

- **Old Business**
  None

- **New Business**
  Annual membership meeting scheduled for July 2:
    Decision to theme as old-fashioned American picnic barbeque
    Kami to contact caterers for per-person pricing
    Meeting will be brief: focus on voting for officers/committee, then encourage exhibit viewing and socialization

- **Adjourn**

  Michelle Schaup made a motion to adjourn. Tona Williams seconded the motion and the motion passed unanimously.

  The meeting adjourned at 3:49 P.M.

  The next Membership Committee Meeting will be July 9, 2026 at 3:00 pm.

Respectfully Submitted

Delores Rockett, Membership/Visitor Services
St. Joseph Museum, Inc.

Exhibitions Committee Meeting
June 3, 2026
Wyeth-Tootle Mansion
1100 Charles Street
1:00 p.m.

PRESENT: Susan Kimberlin, JD Soil

ABSENT: Gary Wilkinson, Israel Alejandro Garcia Garcia, Lance Rich, Hannorah Harrah

ALSO PRESENT: Sara Wilson, Executive Director; Sarah Ben-Ezra, Collections and Archives Manager; Tori Zieger, Archaeologist and NAGPRA Specialist; Max Morgan, Curator; Jerrad Hardin, Volunteers/Rentals/Experience Coordinator; Kami Jones, Communications/Group Tours; Larry Singer, Volunteer; Lily Brouhard, Summer Collections Intern

ALSO ABSENT: Brooks Smith, Maintenance and Security; Heather Nelson, Museum Assistant and Artist

Call to Order
The meeting was called to order by JD Soil at 1:04pm

Approval of Minutes
Since there was no quorum, there was not approval of the minutes from April 2, 2026 or May 14, 2026.

Old Business
Sarah Ben-Ezra introduced the committee to Lily Brouhard, one of the summer interns working on digitizing the Eckel blueprints. She is a history major at Truman State University.

The committee discussed the following exhibition plans.

The following was discussed for the America 250 Mansion Project:

- As of June 2, 2026, there is no money left in the grant funding budget. Sarah Ben-Ezra mentioned that once all the POs have been turned in, she will begin compiling the final report for the grant.

The following was discussed for the Library at the Wyeth-Tootle Mansion:

- Max Morgan explained to the committee that the library is almost completed with the exceptions of hanging swords and shields. He also said that the QR codes and Thinglinks still need to be developed.
- Sara Wilson mentioned to the committee that the new chandelier in the library is up and the track lightning came down.

The following was discussed for the Wyeth and Tootle Family History Exhibitions:

- Max Morgan mentioned that interactive Thinglinks have been developed, and the Tootle Family History room has been completed.

- Max Morgan explained to the committee that the Wyeth Family History room is almost done apart from a missing glass shelf in one of the cases, a new barrier for the horse, and final objects to pull.

The following was discussed for the Grooms Suites:

- Max Morgan mentioned to the committee that the grooms' suits are almost completed apart from Thinglinks. Jerrad Hardin and Max Morgan both told the committee that the first wedding to use the new rooms really enjoyed themselves. They both said that there are some things to be fixed and added to make the experience in the rooms more comfortable and enjoyable for wedding parties.
- Max Morgan also told the committee that a video for the leisure room needs to be made but would contact Lance Rich and see if he has input.
- Max Morgan also needs to install the Wealth interactives that he and Sara Wilson brought with them to Jefferson City in the exhibitions.

The following was discussed with the EJ Eckel Exhibition:

- Max Morgan told the committee that the EJ Eckel exhibition needs the projection mapping set and fill the final display case.

The following was discussed with the Bridal Suite:

- Max Morgan told the committee that he and Tori Zieger need to have a quilt mounted onto one of the walls and new interpretation in the hallway in between the new Bridal Suites.
- Heather Nelson needs to finish the panels in the green bridal suite.

The following was discussed with the Frog Hop Fundraiser Exhibit:

- Max Morgan told the committee that the exhibit was received very well by all who attended the Frog Hop Fundraiser event. He also mentioned that the loaned objects, the silver leaf from Eckard's and the painting from Joyce Ray Patterson complimented the pop-up exhibit nicely. He also said that both will be taken back within the next two days.

The following was discussed with JD's Jung Exhibit and Glore Tunnel Expansion:

- Discussion was had about the design, themes, and interpretation for the Jung exhibit and Glore Tunnel Expansion.
- Sara Wilson provided a deadline of September 1, 2026 for the completion of the expansion in time for the new apartment complex next door to open.

New Business

The following was discussed:

- Larry Singer suggested that the staff curate some exhibits along the stairs at Frederick Avenue Site.
- Sarah Ben-Ezra told the committee that the staff have received a call from Brett Hupp, an artist from the St. Joseph area that lives in Atlanta, Georgia. Brett wants to do an exhibition at the museum featuring his artwork, which focuses on documenting Black History, such as the Green Book. JD Soil expressed interest in contacting Brett Hupp for more information, especially for planning next year's Juneteenth art show.

Adjourn
There being no further business, the meeting was adjourned at 1:55pm by JD Soil.

The next meeting of the Exhibitions Committee will be Thursday, July 9^{th}, 2026, at 1:00pm at the St. Joseph Museums, Inc., 3406 Frederick Avenue.

Respectfully submitted,

Sarah Ben-Ezra
Collections and Archives Manager

New letter

From: janie obermier (obiefamily9@gmail.com)

To: shirleybartley@yahoo.com; shirleybartley@icloud.com

Date: Wednesday, May 13, 2026 at 04:22 PM CDT

Dear President and Fellow Board Members,

As my second 3-year term draws to a close on 6-30-2026, I am resigning from my position as a city appointed Executive Member of the Joyce Raye Patterson 50+ Activity Center effective on the above stated date. I have thoroughly enjoyed these last 6 years serving my community; much good work has been accomplished, and will continue to be.

Thank you, this has been a wonderful experience serving with you all.

With Sincerity and Gratitude,

Janie S. Obermier
Sent from my iPhone

Gene Egbert
City Appointee to the Senior Citizens Foundation, Inc.
2314 Bent Tree Crt.
St. Joseph, MO 64506

May 19, 2026

Shirley Bartley
President, Senior Citizens Foundation, Inc.

Dear Shirley,

I am resigning from my position as City Appointee to the Senior Citizens Foundation, Inc. Board of Directors effective June 30, 2026. Thank you.

Sincerely,

Gene Egbert

Gene Egbert