NOTICE OF OPEN MEETING

Posted 5:00 p.m., May 29, 2026

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, June 2, 2026 at 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA
REGULAR SESSION
NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. May 19, 2026 Council Meeting Minutes
2. Bill No. 2026-32: Contract with KPM CPAs, PC for Consulting and Audit Services
3. Bill No. 2026-33: Utility Easements for City of Neosho
4. Bill No. 2026-34: Sale of Real Estate on Austin Dr. and Howard Bush Dr.
5. Bill No. 2026-35: IBC Agreement for Health Insurance Broker

VISITOR'S BUSINESS

UNFINISHED BUSINESS

1. Bill No. 2026-36: Chapter 100 Bonds Issuance to LZB Manufacturing, Inc.

PROCLAMATION

1. Proclamation for Robert "Mike" Sharp
2. Proclamation for Brandon Beshears

POLICE OFFICER PINNING AND OATH

1. Ethan Crowe Presentation and Pinning of Lieutenant
2. Seth Hembree Police Officer Oath and Pinning

BIDS

1. Selection of Engineering/Planning Firm – Hugh Robinson Memorial Airport

NEW BUSINESS

1. Resolution Bill No. 2026-17: 2026 Overlay Contract with Blevins Asphalt
2. Resolution Bill No. 2026-18: 2026 Contract for Mirco-Surfacing with Vance Brothers
3. Assistance to FireFighters Grant Application
4. Neosho Municipal Pool - YMCA

5. Daugherty Road Detention Pond
6. 125 North College St

REPORT OF CITY OFFICERS

1. Meter Reads Calendar
2. September 15, 2026 Council Meeting
3. June 12th Memorial Day Cemetery Clean-up
4. FY27 Budget Sessions
5. Recycle Center Hours

CLOSED SESSION

1. Section 610.021 (1) RSMo,...Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.
   Section 610.021 (2) RSMo…Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore.

ADJOURN

Representatives of the news media may obtain copies of this notice by contacting Cheyenne Wright, City Clerk, 203 E. Main, Neosho, Missouri (417-451-8050). Meeting agenda posted in the Water Department located at 203 East Main Street, Neosho, MO and outside the City Council Chambers entrance also located at 203 East Main Street, Neosho, MO.

MINUTES
NEOSHO CITY COUNCIL
May 19, 2026 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor opened with prayer and Mayor Workman led the pledge of allegiance.

CALL TO ORDER

Mayor Workman called the meeting to order at 7 p.m.

ROLL CALL

COUNCIL PRESENT:
Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans

COUNCIL ABSENT:
Julie Humphrey was absent.
Councilwoman Thomas made a motion to excuse Julie Humphrey; Councilman Cobb seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

CITY OFFICERS PRESENT:
David Kennedy, City Manager; Derek Snyder, City Attorney; and Cheyenne Wright, City Clerk, minutes taken by clerk.

APPROVAL OF AGENDA

Councilman Collinsworth made a motion to approve the agenda; Councilwoman Thomas seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

CONSENT AGENDA

Councilwoman Robinson made a motion to approve the consent agenda:

May 5, 2026 Minutes
May 6, 2026 Minutes
Bill No. 2026-25
Bill No. 2026-27
Bill No. 2026-28
Bill No. 2026-29
Bill No. 2026-30
Bill No. 2026-31
Amendments to Liberty Utility; Councilman Evans seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

POLICE OFFICER PINNING AND OATH

Hope Birkinsha

Police Chief Russell presented Hope Birkinsha with her pin and City Clerk Wright swore her in as a Police Officer for the City of Neosho.

VISITOR'S BUSINESS

There were no visitors present.

BIDS

Overlay, Micro-Surfacing

Public Works Director Noah addressed the city council stating that this agenda item is to seek council approval for the overlay and Micro-surfacing on city streets.
Approximately 1.1 miles of asphalt and 3.2 miles of Micro-surfacing
Bid A
Blevins $204,241.10
Emery Sapp and Son Inc. $249,608.32
Apac-central Inc $234,192.85

Bid B
Vance Brothers LLC 241,518.88

Councilman Collinsworth made a motion to approve Blevins Asphalt for bid A in the amount of $204,241.10 and Vance Brothers for bid B in the amount of $241,518.88; Councilwoman Thomas seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

Traffic Barricades for Event Safety
Police Chief Russell addressed the city council stating that the community regularly hosts public events and coordinates with partner agencies requiring temporary vehicle access control and perimeter security. The MVB3X Modular Vehicle Barrier System is a mobile, rapidly deployable barrier solution designed to prevent unauthorized vehicle intrusion while maintaining emergency access and operational flexibility.The system is certified to ASTM F2656-15 standards and is designated under the U.S. Department of Homeland Security Safety Act.The proposed equipment includes three fully loaded 60-unit trailer systems, each capable of storing and deploying modular barriers, pivot gate components, and lighting systems for nighttime operations. The system is designed for rapid deployment by a single operator, requires no tools, and allows continuous barrier coverage adaptable to various roadway widths. Advanced Security Technologies (AST) has certified that it is the sole source provider of the MVB3X system and its integrated components, including the transport trailer and modular barrier units. Additionally, similar systems are currently utilized by nearby jurisdictions such as Springfield and Joplin, providing regional consistency and interoperability during mutual aid and emergency response operations. Traffic control/ perimeter security is essential for public safety at large events. The city events often draw crowds in the 10,000–18,000 range. This barricade system will help ensure safety and help mitigate some security concerns during those events. The total cost for the three (3) trailer packages is $494,964, with freight and training included. This item was budgeted in the amount of 481,000. The vendor honored the quote of the barriers but, due to an increase in freight, the price went up for freight.

Councilwoman Thomas made a motion to approve the bid for traffic barricades as presented by city staff.; Councilwoman Robinson seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

NEW BUSINESS

Bill No. 2026-32: Contract with KPM CPAs, PC for Consulting and Audit Services
AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with KPM CPAs, PC, a Missouri Professional Corporation, for the purpose of providing accounting services for audit of fiscal years 2026 and 2027, for the not to exceed price of Thirty-Six Thousand Five Hundred and 00/100 Dollars ($36,500.00) for fiscal year 2026 and Thirty-Eight Thousand Five Hundred and 00/100 Dollars ($38,500.00) for fiscal year 2027; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-32 in title only.

Councilwoman Robinson made a motion to approve and discuss Bill No. 2026-32; Councilman Evans seconded.

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval for the City's annual auditing services contract with KPM. On July 18, 2023, the City Council awarded the bid for the City's annual auditing services to KPM. The contract is to be renewed and approved on an annual basis. The ordinance and contractor agreement was for a term of 3 years whereas the bid proposal was for 5 years. Staff os requesting to include the additional 2 years engagement for independent auditing services for the City's fiscal year ending September 30, 2026 and September 30, 2027.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

Bill No. 2026-33: Utility Easements for City of Neosho
AN ORDINANCE of the City of Neosho accepting and authorizing perpetual and permanent utility easements and rights-of-way upon, across, and under the lands owned by the City of Neosho, Missouri, situated in Newton County, and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-33 in title only.

Councilwoman Thomas made a motion to approve and discuss Bill No. 2026-33; Councilman Cobb seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek

approval for an ordinance accepting and authorizing perpetual and permanent utility easements and rights-of-way across City-owned property in Newton County, Missouri, and authorizing the Mayor to execute the related easement documents on behalf of the City of Neosho. The ordinance formalizes utility easements and rights-of-way on City-owned property where water lines, sewer lines, pipes, and related utility appurtenances currently exist. Approval of the ordinance will allow the City to document and preserve perpetual access, ingress, and egress rights for utility purposes and to record the easement with the Newton County Recorder of Deeds.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

Bill No. 2026-34: Sale of Real Estate on Austin Dr. and Howard Bush Dr.
AN ORDINANCE of the City of Neosho declaring certain tracts of real property located generally at Austin Avenue and Howard Bush Drive within the City of Neosho as surplus and authorizing the City of Neosho, Missouri, a Missouri Municipal Corporation ("City"), to enter into and approving a Real Estate Purchase Contract with Davco Warehousing Services, LLC, a Missouri limited liability company, pursuant to Section 120.235 Purchases and Sales of Real Estate, for the sale of real property declared surplus; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-34 in title only.

Councilwoman Thomas made a motion to approve and discuss Bill No. 2026-34; Councilman Workman seconded.

City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval to request City Council approval to declare certain real property located generally at Austin Avenue and Howard Bush Drive as surplus and to approve a Real Estate Purchase Contract with Davco Warehousing Services, LLC, for the sale of the property. The City owns approximately 16.7 acres of real property located at Austin Avenue and Howard Bush Drive. Staff have determined that the property is not needed for a current public purpose and is appropriate to be declared surplus. Pursuant to Section 120.235 of the City Code regarding the purchase and sale of real estate, the City solicited sealed bids for the property. Davco Warehousing Services, LLC, submitted the successful bid in the amount of $110,513.00, and the bid was awarded on May 5, 2026. Approval of the contract will allow the City to move forward with the sale in accordance with City procedures.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake

Evans
No: None
Abstain: None
Passed.

Bill No. 2026-35: IBC Agreement for Health Insurance Broker
AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-35 in title only.

Councilman Evans made a motion to approve and discuss Bill No. 2026-35; Councilman Collinsworth seconded.

Human Resources Director Muhic addressed the city council stating that the purpose of this item is to seek approval for th contract with Insurance Benefit Consultants for broker services. The City of Neosho bids on an insurance broker every three (3) years for health insurance, dental, vision, and other supplemental plans. During May 5, 2026, council meeting, council approved the bid from Insurance Benefit Consultants (IBC) for the city's insurance broker. This agenda item is for a three-year agreement with IBC for those services.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

Bill No. 2026-36: Chapter 100 Bonds Issuance to LZB Manufacturing, Inc.
AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR LZB MANUFACTURING, INC.; AUTHORIZING THE CITY OF NEOSHO, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (LZB MANUFACTURING, INC. PROJECT), SERIES 2026, IN A PRINCIPAL AMOUNT NOT TO EXCEED $18,500,000 TO FINANCE THE COSTS OF THE PROJECT; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

City Attorney Snyder read Bill No. 2026-36 in title only.
Councilman Cobb made a motion to approve and discuss Bill No. 2026-36; Councilman Evans seconded.

Finance Director Forest addressed the city council stating that the purpose of this item is to seek approval of an ordinance approving the Plan for an Industrial Development Project for LZB Manufacturing, Inc. and authorizing the issuance of the City's Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026, in a principal amount not to exceed $18,500,000, to finance (or reimburse) eligible project costs. On February 3, 2026, Council adopted Resolution No. 2026-04 declaring the City's intent to pursue Chapter 100 industrial development revenue bond financing for the LZB Manufacturing, Inc. project. The project consists of (a) acquisition of approximately 25 acres at the intersection of Doniphan Drive and Hempstead Avenue; (b) construction of an approximately 150,660 square foot distribution center facility to complement and enhance LZB's existing manufacturing operations in Neosho; and (c) acquisition and installation of related machinery, equipment, and personal property. Missouri law (RSMo §§100.010–100.200) requires the City to prepare and approve a Plan and cost-benefit analysis for the project and to provide notice to affected taxing jurisdictions prior to approval. Staff have prepared the Plan (Exhibit A), provided the required notice, and considered any comments received. The proposed bonds are limited obligations payable solely from project lease revenues and do not constitute a general obligation debt of the City.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

Resolution Bill No. 2026-16: Destruction of Records
A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, NOTIFYING THE COUNCIL OF THE DESTRUCTION OF CITY RECORDS.

City Attorney Snyder read Resolution Bill No. 2026-16 in title only.

Councilwoman Thomas made a motion to approve and discuss Resolution Bill No. 2026-16; Councilman Workman seconded.

City Clerk Wright addressed the city council stating that the purpose of this item is to seek approval for the destruction of certain City records that have met the retention requirements established by Missouri law and are eligible for disposal under RSMo. 109.230(4). The Secretary of State has established procedures for the retention and destruction of municipal records. The City Clerk has reviewed and processed City records in accordance with those requirements and identified records that have satisfied the applicable retention periods. The records recommended for destruction are listed in Exhibit A attached to the resolution.

City Clerk Wright stated that these records have been scanned into the Laserfiche program and

comply with the city's digital retention policy. The question arose whether the council would prefer these records to come before council since the permanent digital record is kept.

Council requested staff bring back an updated policy allowing for these records to be destroyed without being brought to council, as long as they were being scanned in and not records that have met retention.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

Area Agency of Aging Use of Facility
City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the yearly donation of the Senior Center facility for a $1.00 for the use of Area Agency of Aging for our senior citizens programs.

Councilwoman Thomas made a motion to approve the donation of the Senior Citizen building to Area Agency of Aging for $1.00; Councilman Collinsworth seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

Mirma 2026-2027 Assessment
Finance Director Forest addressed the city council stating that this year the MIRMA insurance invoice is slightly under budget.

Budget Transfer of Funds Form
By a consensus of council to bring back a policy for approval.

Celebrate Neosho 2026 Update
Public Information Officer Johnson addressed the city council updating them on the 2026 Celebrate Neosho event and the items that are planned for this event.

REPORT OF CITY OFFICERS

April Financial Reports
Finance Director Forest addressed the city council updating them on the April Financial Reports.

Police Department Update
Police Chief Russell updated council regarding the police department.

Badges and Burgers May 30th
Police Chief Russell invited everyone to attend Badges and Burgers on May 30th from 11 a.m. to 2 p.m. at the Lampo Building.

Building Inspector
Development Services Director stated that the new building inspector has been hired, Mason Rounds.

Pool Openings for Memorial Weekend
Parks and Recreation Director Balls stated that the pools will be opening on Memorial Weekend. The wading pool has been filled, and the municipal pool will be filled tomorrow.

ADJOURN
There being no further business to come before the council, Mayor Workman asked for a motion to adjourn.

Councilman Collinsworth made a motion to Adjourn; Councilman Cobb seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Ashton Robinson, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

Mayor Workman adjourned the May 19, 2026, Council Meeting at 8:04 p.m.

APPROVED

NEOSHO CITY COUNCIL

_____

Mayor

ATTEST

_____

City Clerk

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Bill No. 2026-32: Contract with KPM CPAs, PC for Consulting and Audit Services
ORIGINATING DEPARTMENT: Finance Department
ATTACHMENT:

1. **Bill 2026-32 KPM Engagement FY26-27 Audit**

PURPOSE:
This agenda item is for the approval of the City's annual auditing services contract with KPM.

BACKGROUND:
On July 18, 2023, the City Council awarded the bid for the City's annual auditing services to KPM. The contract is to be renewed and approved on an annual basis. The ordinance and contractor agreement was for a term of 3 years where-as the bid proposal was for 5 years. Staff os requesting to include the additional 2 years engagement for independent auditing services for the City's fiscal year ending September 30, 2026 and September 30, 2027.

RECOMMENDATION:
The City Staff recommends the City Council approve the contract and engagement letter for the City's annual independent auditing services with KPM, and authorize the Mayor to execute.

COUNCIL BILL NO. 2026-32 ORDINANCE NO. 711-2026

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with KPM CPAs, PC, a Missouri Professional Corporation, for the purpose of providing accounting services for audit of fiscal years 2026 and 2027, for the not to exceed price of Thirty-Six Thousand Five Hundred and 00/100 Dollars ($36,500.00) for fiscal year 2026 and Thirty-Eight Thousand Five Hundred and 00/100 Dollars ($38,500.00) for fiscal year 2027; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and KPM CPAs, PC, a Missouri Professional Corporation, for the purpose of providing accounting services for audit of fiscal years 2026 and 2027, for the not to exceed price of Thirty-Six Thousand Five Hundred and 00/100 Dollars ($36,500.00) for fiscal year 2026 and Thirty-Eight Thousand Five Hundred and 00/100 Dollars ($38,500.00) for fiscal year 2027, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ___ day of _____, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM: SEAL

_____
Derek A. Snyder, City Attorney

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and KPM CPAs, PC, a Missouri Professional Corporation, hereinafter referred to as "Contractor," and with City and Contractor being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of conducting the City's annual audit, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City's contractor for the purpose of conducting the City's annual audit, as described in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best offeror based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Scope of Work and Payment.

a. City agrees to engage Contractor for performance, and Contractor agrees to perform, the services described in Exhibits A and B within the time specified therein. Specifically, Contractor shall conduct the City's annual audit for the fiscal years ending September 30, 2026, and September 30, 2027.

b. The services of Contractor shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Contractor as described in Exhibits A and B.

c. City agrees to pay Contractor in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Contractor. However, in no event shall the total payment for the scope of work exceed $36,500 for the fiscal year ending September 30, 2026; and $38,500.00 for the fiscal year ending September 30, 2027. In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Contractor without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Contractor shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Contractor represents that Contractor will secure the following at Contractor's own expense: all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Contractor. All the services required hereunder will be performed by Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

3. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

12. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contactor shall not be liable for any loss or damage attributable solely to the negligence of City.

16. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Specifically, Contractor shall carry a professional liability / errors and omissions insurance policy with coverage limits of no less than $1 million.

17. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made

from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho	KPM CPAs, PC
ATTN: City Manager	ATTN: Matt Wallace
203 E. Main St.	1445 E. Republic Road
Neosho, MO 64850	Springfield, MO 65804

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

20. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

21. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

22. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

23. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program

with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

24. Waiver. Waiver of any provision of this Agreement or 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.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI	KPM CPAS, PC
_____	_____
Tom Workman, Mayor	By: Its: authorized signatory

ATTEST:

_____
Cheyenne Wright, City Clerk

May 6, 2026

Honorable Mayor, City Council, and Management
City of Neosho
203 East Main
Neosho, MO 64850

We are pleased to confirm our understanding of the services we are to provide for the City of Neosho, Missouri, for the years ended September 30, 2026 and 2027.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of the City of Neosho, Missouri, as of and for the years ended September 30, 2026 and 2027. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Neosho' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Neosho' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1.) Management's Discussion and Analysis

2.) Budgetary Comparison Schedules

3.) Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Neosho's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1.) Schedule of Expenditure of Federal Awards

2.) Combining Nonmajor Fund Statements

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. 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 GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records of the City of Neosho, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention,

unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Management override of controls
Revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation,

or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Neosho's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Neosho's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Neosho's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles

generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date to shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review in January 2027.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are

responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the basis of accounting noted above; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the basis of accounting noted above; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website; you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the basic financial statements and related notes, cash to accrual conversion entries, capital asset listing and related depreciation and amortization schedules, the schedule of expenditures of federal awards, and the data collection form of the City of Neosho in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of

expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Neosho; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KPM CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KPM CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agency for audit or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Matt Wallace is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in approximately January 2027.

Our fee for these services will be $31,000 for 2026 and $32,500 for 2027. If expenditures of federal awards for the year ended September 30, 2026 or 2027, exceed $1,000,000, a single audit in accordance with the Uniform Guidance will be required and there will be an additional fee of $5,500 for 2026 and $6,000 for 2027 for those procedures. This estimate is based on anticipated time necessary to complete the audit at our standard billing rates. If the City's records are not ready for audit or require material adjustments that create additional time in the audit beyond what is estimated, our fees will be adjusted in accordance with our standard hourly rates. There will be an additional fee of $115 per year per lease or SBITA that is required to be recorded in the financial statements in accordance with GASB 87 or 96, unless you provide the appropriate journal entries and footnote disclosures required. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator, we will share the mediator's fees and expenses equally, but otherwise will bear our own attorney's fee and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation to determine the prevailing party's identity for awarding attorneys' fees.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the City Council of the City of Neosho. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal

control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will also state that the report is not suitable for any other purpose.

Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Neosho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

KPM CPAs, LLC

KPM CPAs, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Neosho.

Management or Governance Signature: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

June 11, 2024

To the Members of KPM, CPA's, PC and the Peer Review
Committee of the Missouri Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of KPM, CPA's, PC (the firm) in effect for the year ended November 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at http://www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Audit Standards, including compliance audits under the Single Audit Act, audits of employee benefit plans and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of KPM, CPA's, PC in effect for the year ended November 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. KPM, CPA's, PC has received a peer review rating of pass.



ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Bill No. 2026-33: Utility Easements for City of Neosho

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:

1. **Bill No. 2026-33 Utility Easements to the City**
2. **Utility Easement**

PURPOSE:
To consider approval of an ordinance accepting and authorizing perpetual and permanent utility easements and rights-of-way across City-owned property in Newton County, Missouri, and authorizing the Mayor to execute the related easement documents on behalf of the City of Neosho.

BACKGROUND:
The ordinance formalizes utility easements and rights-of-way on City-owned property where water lines, sewer lines, pipes, and related utility appurtenances currently exist. Approval of the ordinance will allow the City to document and preserve perpetual access, ingress, and egress rights for utility purposes and to record the easement with the Newton County Recorder of Deeds.

RECOMMENDATION:
Staff recommends Council approve the ordinance accepting the utility easements and rights-of-way as presented and authorize the Mayor and City Clerk to execute and record the documents necessary to complete the transaction.

COUNCIL BILL NO. 2026-33 ORDINANCE NO. 712-2026

AN ORDINANCE of the City of Neosho accepting and authorizing perpetual and permanent utility easements and rights-of-way upon, across, and under the lands owned by the City of Neosho, Missouri, situated in Newton County, and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, City owns certain tracts of property with now existing water lines, sewer lines, pipes, and all appliances and appurtenances necessary or convenient; and

WHEREAS, City desires to grant unto itself, its successors and assigns, the perpetual and permanent right of ingress and egress over said lands for said purposes of utility easements; and

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

Section 1. That certain property owned by the City of Neosho, shall be conveyed and transferred for use as perpetual and permanent easements being legally as follows:

See Utility Easement and Exhibit "A" Attached

Section 2. That the Utility Easement, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 3. That the Mayor is hereby authorized and directed to execute said Utility Easement by and on behalf of the City of Neosho, Missouri; and, that the City Clerk, is directed and authorized to record the same with the office of the Newton County Recorder of Deeds.

Section 5. That this ordinance shall be in full force and effect on _____, 2026.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ___ day of _____, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

_____
Derek A. Snyder, City Attorney

Exhibit “A”

ALL THAT PART OF SECTION 15 AND SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COPPER WELD BEING THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S02Â°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 954.74 FEET; THENCE S87Â°19'15"E A DISTANCE OF 59.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE THE POINT OF BEGINNING;
THENCE LEAVING SAID LINE S59Â°02'43"E A DISTANCE OF 384.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF KANSAS CITY SOUTHERN RAILROAD;
THENCE ALONG SAID RIGHT OF WAY LINE S30Â°58'27"W A DISTANCE OF 1567.74 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AUSTIN AVENUE;
THENCE LEAVING SAID RAILROAD RIGHT OF WAY N58Â°59'43"W A DISTANCE OF 554.08 FEET ALONG AUSTIN AVENUE TO THE EASTERLY RIGHT OF WAY LINE OF DANIEL BOONE DRIVE; THENCE ALONG DANIEL BOONE DRIVE N37Â°34'37"E A DISTANCE OF 1341.87 FEET;
THENCE CONTINUING ALONG DANIEL BOONE DRIVE N34Â°39'15"E A DISTANCE OF 234.83 FEET TO THE POINT OF BEGINNING.
CONTAINING 16.7 ACRES MORE OR LESS.

Subject to all recorded easements and rights of way.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the City of Neosho, Missouri, a municipal corporation organized under the laws of the State of Missouri, whose address is 203 East Main Street, Neosho, Missouri 64850, hereinafter referred to as "Grantor" and "Grantee," whether one or more, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto itself, successors and assigns, as Grantee, the perpetual and permanent easements and rights-of-way upon, across, and under the lands owned by the City of Neosho, Missouri, situated in Newton County, Missouri, described as follows:

SEE EXHIBIT “A”

Said easements are granted for the purpose of erecting, constructing, installing, laying, operating, inspecting, maintaining, repairing, replacing, rebuilding, removing, and patrolling water lines, sewer lines, pipes, and all appliances and appurtenances necessary or convenient in connection therewith.

Together with the perpetual and permanent right of ingress and egress over said lands for said purposes.

TO HAVE AND TO HOLD the above-described easement unto the City of Neosho, Missouri, and its successors and assigns forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due, and that the City shall be responsible for restoring disturbed areas as reasonably practicable following construction or maintenance activities.

Title to all water and sewer infrastructure installed within said easements shall be and remain vested in the City of Neosho, Missouri, its successors and assigns.

IN WITNESS WHEREOF, the City of Neosho, Missouri, has caused this easement to be executed by its duly authorized officials this ____ day of _____, 2026.

CITY OF NEOSHO, MISSOURI ATTEST:

By: _____ _____
Tom Workman, Mayor Cheyenne Wright, City Clerk

STATE OF MISSOURI)

COUNTY OF NEWTON) ss.

On this ____ day of _____, 2026, before me, a Notary Public in and for said State and County, personally appeared _____, who, being by me duly sworn, did state that they are an authorized official of the City of Neosho, Missouri, and that said instrument was executed on behalf of the City by authority of its governing body.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

Notary Public

My Commission Expires: _____

EXHIBIT A

UTILITY EASEMENT #1

A TWENTY FOOT (20') EASEMENT FOR UTILITIES LYING IN SECTION 3, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND ALUMINUM MONUMENT BEING THE SOUTHEAST CORNER OF SECTION 10; THENCE N00'00'00"E A DISTANCE OF 4504.95 FEET; THENCE N90'00'00"W A DISTANCE OF 839.29 FEET TO A FOUND IRON BAR AT THE INTERSECTION OF DONIPHAN DRIVE AND WILLIAMS AVENUE; THENCE N30°59'31 "E ALONG THE CENTERLINE OF DONIPHAN DRIVE A DISTANCE OF 1789.48 FEET; THENCE LEAVING SAID CENTERLINE N58'52'29'W A DISTANCE OF 50.05 FEET TO THE RIGHT OF WAY LINE OF DONIPHAN DRIVE THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS, N30'59'25"E A DISTANCE OF 179.16 FEET; THENCE N29'31'49"E A DISTANCE OF 113.51 FEET; THENCE N23'15'05"E A DISTANCE OF 94.24 FEET; THENCE N15'24'40"E A DISTANCE OF 81.40 FEET; THENCE WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 783.07 FEET, AN ARC LENGTH OF 330.16 FEET, WITH A CHORD BEARING OF N02'45'37"W AND A CHORD LENGTH OF 327.72 FEET; THENCE N14'50'49"W A DISTANCE OF 626.99 FEET; THENCE LEAVING SAID RIGHT OF WAY N89'05'39"W A DISTANCE OF 20.78 FEET; THENCE S14'50'49"E A DISTANCE OF 273.13 FEET; THENCE S29'12'53"W A DISTANCE OF 973.59 FEET; THENCE S59'00'23"E A DISTANCE OF 20.01 FEET; THENCE N29"12'53"E A DISTANCE OF 953.54 FEET; THENCE S14"50'49"E A DISTANCE OF 330.75 FEET; THENCE WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 763.06 FEET, AN ARC LENGTH OF 320.66 FEET, WITH A CHORD BEARING OF S02'48'00"E AND A CHORD LENGTH OF 318.31 FEET; THENCE S15'24'40"W A DISTANCE OF 78.95 FEET; THENCE S23'15'05"W A DISTANCE OF 91.77 FEET; THENCE S29'31'49"W A DISTANCE OF 112.16 FEET; THENCE S30'59'25"W A DISTANCE OF 179.02 FEET; THENCE S59'20'10"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT #2

A TWENTY FOOT (20') EASEMENT FOR UTILITIES LYING IN SECTION 3, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND ALUMINUM MONUMENT BEING THE SOUTHEAST CORNER OF SECTION 10; THENCE N00'00'OO"E A DISTANCE OF 4504.95 FEET; THENCE N90'00'00"W A DISTANCE OF 839.29 FEET TO A FOUND IRON BAR AT THE INTERSECTION OF DONIPHAN DRIVE AND WILLIAMS AVENUE; THENCE N30'59'31 "E ALONG THE CENTERLINE OF DONIPHAN DRIVE A DISTANCE OF 1093.98; THENCE N59'13'14"W A DISTANCE OF 50.06 FEET TO THE RIGHT OF WAY LINE OF DONIPHAN DRIVE THE POINT OF BEGINNING; THENCE N30°59'37"E ALONG SAID LINE A DISTANCE OF 345.77 FEET; THENCE LEAVING SAID LINE N59°00'34"W A DISTANCE OF 20.00 FEET; THENCE

S30'59'37'W A DISTANCE OF 345.85 FEET; THENCE S59°13'14"E A DISTANCE OF 20.00 FEET TO THE RIGHT OF WAY LINE OF DONIPHAN DRIVE POINT OF BEGINNING.

UTILITY EASEMENT #3

A TWENTY FOOT (20') EASEMENT FOR UTILITIES LYING IN SECTION 3, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT FOUND ALUMINUM MONUMENT BEING THE SOUTHEAST CORNER OF SECTION 10; THENCE N00'00'00"E A DISTANCE OF 4504.95 FEET; THENCE N90'00'00'W A DISTANCE OF 839.29 FEET TO A FOUND IRON BAR AT THE INTERSECTION OF DONIPHAN DRIVE AND WILLIAMS AVENUE; THENCE N30'59'31"E ALONG THE CENTERLINE OF DONIPHAN DRIVE A DISTANCE OF 1093.98; THENCE LEAVING SAID CENTERLINE N59Â°13'14"W A DISTANCE OF 458.80 FEET TO THE POINT OF BEGINNING; THENCE N27'48'02"E A DISTANCE OF 347.82 FEET; THENCE N59'00'34"W A DISTANCE OF 20.03 FEET; THENCE S27'48'02"W A DISTANCE OF 347.89 FEET; THENCE S59'13'14"E A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT #4

A TWENTY FOOT (20') EASEMENT FOR UTILITIES LYING IN SECTION 10, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT FOUND ALUMINUM MONUMENT BEING THE SOUTHEAST CORNER OF SECTION 10; THENCE N00'00'00"E A DISTANCE OF 4504.95 FEET; THENCE N90'00'00"W A DISTANCE OF 839.29 FEET TO A FOUND IRON BAR AT THE INTERSECTION OF DONIPHAN DRIVE AND WILLIAMS AVENUE; THENCE N00'00'00"W A DISTANCE OF 498.81 FEET; THENCE N90'00'00"W A DISTANCE OF 368.13 FEET TO THE POINT OF BEGINNING; THENCE S66Â°37'48"W A DISTANCE OF 293.11 FEET; THENCE S59'00'48"E A DISTANCE OF 24.61 FEET; THENCE N66'37'48"E A DISTANCE OF 262.85 FEET; THENCE N15'09'01"E A DISTANCE OF 25.56 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT #5

A TWENTY FOOT (20') EASEMENT FOR UTILITIES LYING IN SECTION 10, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT FOUND ALUMINUM MONUMENT BEING THE SOUTHEAST CORNER OF SECTION 10; THENCE N00'00'00"E A DISTANCE OF 4504.95 FEET; THENCE N90'00'00'W A DISTANCE OF 839.29 FEET TO A FOUND IRON BAR AT THE INTERSECTION OF DONIPHAN DRIVE AND WILLIAMS AVENUE; THENCE S00'00'00"E A DISTANCE OF 781.83 FEET; THENCE N90'00'00"W A DISTANCE OF 1634.67 FEET TO THE POINT OF BEGINNING. THENCE N90'00'00"W A DISTANCE OF 8.48 FEET; THENCE S09'57'50"W A DISTANCE OF 20.31 FEET; THENCE N30'58'58"E A DISTANCE OF 23.32 FEET TO THE POINT OF BEGINNING

UTILITY EASEMENT #6

A20' WIDE UTILITY EASEMENT LYING IN SECTIONS 15 & 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND COPPER WELD AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE S02Â°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1049.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE; THENCE S34Â°39'14"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 18.27 FEET TO THE POINT OF BEGINNING; THENCE S48Â°36'34"E LEAVING SAID EAST RIGHT OF WAY LINE A DISTANCE OF 78.75 FEET; THENCE S02Â°06'34"W A DISTANCE OF 653.81 FEET TO THE POINT OF TERMINATION.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Bill No. 2026-34: Sale of Real Estate on Austin Dr. and Howard Bush Dr.

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:

1. **Bill No. 2026-34 Agreement w-Davco Warehousing Services - Airport West Side Property**
2. **Agreement with Davco Warehousing - REK - Airport Property West Side**
3. **Airport Property Sale Bid**

PURPOSE:
The purpose of this agenda item is to request City Council approval to declare certain real property located generally at Austin Avenue and Howard Bush Drive as surplus and to approve a Real Estate Purchase Contract with Davco Warehousing Services, LLC, for the sale of the property.

BACKGROUND:
The City owns approximately 16.7 acres of real property located generally at Austin Avenue and Howard Bush Drive. Staff has determined that the property is not needed for a current public purpose and is appropriate to be declared surplus. Pursuant to Section 120.235 of the City Code regarding the purchase and sale of real estate, the City solicited sealed bids for the property. Davco Warehousing Services, LLC, submitted the successful bid in the amount of $110,513.00, and the bid was awarded on May 5, 2026. Approval of the contract will allow the City to move forward with the sale in accordance with City procedures.

RECOMMENDATION:
Staff recommends that the City Council approve the ordinance declaring the property surplus, approve the Real Estate Purchase Contract with Davco Warehousing Services, LLC, and authorize the Mayor to execute the contract on behalf of the City and allow the City Manager to sign all closing documents related to the sale.

COUNCIL BILL NO. 2026-34 ORDINANCE NO. 713-2026

AN ORDINANCE of the City of Neosho declaring certain tracts of real property located generally at Austin Avenue and Howard Bush Drive within the City of Neosho as surplus and authorizing the City of Neosho, Missouri, a Missouri Municipal Corporation ("City"), to enter into and approving a Real Estate Purchase Contract with Davco Warehousing Services, LLC, a Missouri limited liability company, pursuant to Section 120.235 Purchases and Sales of Real Estate, for the sale of real property declared surplus; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, City owns a certain tract of property located generally at Austin Avenue and Howard Bush Drive, Neosho, Missouri, that said property serves no public purpose, and the same should be declared surplus; and

WHEREAS, pursuant to Section 120.235 Purchases and Sales of Real Estate, the City sought sealed bids for the purchase of said property and Davco Warehousing Services, LLC, a Missouri limited liability company, was awarded the bid on May 5, 2026; and

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

Section 1. That certain property owned by the City of Neosho, serving no current public purpose, shall be declared surplus and this property being legally described as:

See Exhibit "A" Attached

Section 2. That pursuant to Section 120.235 of the City Code of Ordinances, the City Council has deemed that public interest will be served by sale by sealed bid and that Davco Warehousing Services, LLC, a Missouri limited liability company, bid the amount of One Hundred Ten Thousand Five Hundred Thirteen and 00/100 Dollars ($110,513.00) and was awarded the bid in that amount on May 5, 2026.

Section 3. That the Real Estate Contract between the City of Neosho and Davco Warehousing Services, LLC, a Missouri limited liability company, for the sale of real property declared surplus, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "B," be and the same is hereby approved.

Section 4. That the Mayor is hereby authorized and directed to execute said Real Estate Contract, and to execute all other necessary documents to effectuate the same by and on behalf of the City of Neosho, Missouri.

Section 5. That this ordinance shall be in full force and effect on _____, 2026.

(This space intentionally left blank.)

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ___ day of _____, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

_____
Derek A. Snyder, City Attorney

Exhibit “A”

ALL THAT PART OF SECTION 15 AND SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COPPER WELD BEING THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S02Â°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 954.74 FEET; THENCE S87Â°19'15"E A DISTANCE OF 59.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE THE POINT OF BEGINNING;
THENCE LEAVING SAID LINE S59Â°02'43"E A DISTANCE OF 384.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF KANSAS CITY SOUTHERN RAILROAD;
THENCE ALONG SAID RIGHT OF WAY LINE S30Â°58'27"W A DISTANCE OF 1567.74 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AUSTIN AVENUE;
THENCE LEAVING SAID RAILROAD RIGHT OF WAY N58Â°59'43"W A DISTANCE OF 554.08 FEET ALONG AUSTIN AVENUE TO THE EASTERLY RIGHT OF WAY LINE OF DANIEL BOONE DRIVE; THENCE ALONG DANIEL BOONE DRIVE N37Â°34'37"E A DISTANCE OF 1341.87 FEET;
THENCE CONTINUING ALONG DANIEL BOONE DRIVE N34Â°39'15"E A DISTANCE OF 234.83 FEET TO THE POINT OF BEGINNING.
CONTAINING 16.7 ACRES MORE OR LESS.

Subject to all recorded easements and rights of way.

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract ("this Agreement") is entered into this _____ day of _____ 2026 ("the Effective Date"), by and between **City of Neosho, Missouri,** a Missouri Municipal Corporation ("Seller"), and the **Davco Warehousing Services, LLC,** a Missouri limited liability company ("Buyer"), and with Seller and Buyer being referred to collectively as "Each Party" or "the Parties" from time to time.

R E C I T A L S :

A. Buyer desires to purchase from Seller the following:

(i) that certain real property located in Newton County, Missouri, more particularly described in paragraph 1 ("the Land");

(ii) all existing improvements located thereon, including all permanently attached equipment and fixtures ("the Improvements"); and

(iii) all rights, privileges, and easements appurtenant thereto ("the Benefits").

The Land, Improvements, and Benefits are hereinafter collectively called "the Property".

B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY.

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

See legal description on Exhibit "A"

2. PURCHASE PRICE. The total purchase price for the Property ("the Purchase Price") shall be the sum of **One Hundred Ten Thousand Five Hundred Thirteen and 00/100 DOLLARS ($110,513.00)**, payable as follows:

2.1 Earnest Money Deposit. Intentionally omitted.

2.2 Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the purchase price in cash or other immediately available funds.

3. TITLE & CLOSING. Title shall be conveyed by Warranty Deed with Closing to occur on or before the 30th day after execution of the contract at Fidelity Abstract & Title Company, 229 S. Wood St. Neosho, MO 64850, unless otherwise agreed by the parties in writing.

3.1 The Seller shall deliver to the Buyer a commitment to issue a policy of title insurance. Any commitment made hereunder shall be in the amount of the purchase price of the property, naming the Buyer (and mortgagee, if any), as the proposed insured; and issued by a title insurance company licensed to write title insurance in Missouri, which commitment shall insure the title to be marketable as called for by this contract and shall provide that a policy or policies shall be issued after the Seller's warranty deed to the Buyer is placed of record. Cost for the title commitment shall be paid by Seller, and costs for the title insurance and mortgagee's insurance shall be paid by Buyer.

3.2 In the event the commitment for title insurance shall not show marketable title in Seller (except liens which can be discharged as a matter of course by the payment of money), the Buyer shall specify the objections in writing and deliver the same to the Seller within ten (10) days after such delivery of the commitment. Notwithstanding anything herein to the contrary, the Seller shall have thirty (30) days from the date of delivery of such objections to have any such defects corrected. Any such defects not objected to shall be deemed waived by the Buyer. If any said defects so noted are not corrected within thirty (30) days after the delivery of such objections, then this contract shall be null and void unless the Buyer gives a written notice to the Seller of his election to waive such defects.

3.3 It is understood and agreed that title herein required to be furnished is marketable title as set forth in Title Standard Four of the Missouri Bar. It is also agreed that any encumbrance or defect in the title which is within the scope of any of the title standards of the Missouri Bar shall be deemed cured if the Seller shall take the curative action, if any, recommended or prescribed by said standards. executed by the Seller upon the execution of the Contract and payment of the purchase price.

4. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

4.1 At closing, Buyer shall do the following:

4.1.1 Tender payment of the Purchase Price.

4.1.2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

4.2 At closing, Seller shall do the following:

4.2.1. Duly execute, acknowledge, and deliver to Buyer, a Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges, and encumbrances.

4.2.2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

5. REPRESENTATIONS/WARRANTIES.

5.1 Buyer covenants and represents to Seller, which covenants shall be true and accurate at the time of closing, as follows:

5.1.1 Buyer is a Pennsylvania limited liability company, and is possessed and vested with full power and authority to enter into and consummate this Contract and to perform Buyer's obligations hereunder.

5.1.2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

5.2 Seller covenants, represents, and warrants to Buyer, as follows:

5.2.1 Seller is a Missouri Municipal Corporation, and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

5.2.2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

5.2.3. Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

5.2.4 There are no rights or claims of parties in possession not shown by the public records.

5.2.5 There are no easements, or claims of easements, not shown by the public records.

5.2.6 There are no encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Property.

5.2.7 There is no lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5.2.8 There are no taxes or special assessments which are not shown as existing liens by the public records.

6. DISCLOSURES.

6.1 Statutory Disclosures.

6.1.1 Methamphetamine (Sec. 442.606, RSMo.). Seller affirmatively represents to Buyer that Seller has no knowledge of the Property being used as a site for methamphetamine production or as the place of residence of a person convicted of a crime involving methamphetamine or a derivative controlled substance related thereto.

6.1.2 Lead-Based Paint. Seller affirmatively represents to Buyer that the Property does not include a residential dwelling built prior to 1978.

6.1.3 Waste Disposal Site or Demolition Landfill (Sec. 260.213, RSMo.). Seller affirmatively represents to Buyer that Seller has no knowledge of the Property being used as a solid waste disposal site or demolition landfill.

6.1.4 Radioactive or Hazardous Materials (Sec. 442.055, RSMo.). Seller affirmatively represents to Buyer that Seller has never received a report stating affirmatively that the Property has ever been contaminated with radioactive material or other hazardous material, with the exception that the property may be located within the area designated as the Pools Prairie Superfund Site as recognized by the United States Environmental Protection Agency.

7. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Warranty Deed.

8. PERMITTED EXCEPTIONS. The Property shall be conveyed subject to the following permitted exceptions ("the Permitted Exceptions"):

8.1 Right-of-way and easements, public or private, of record;

8.2 Zoning ordinances in effect at the date of the signing of this contract; and

8.3 General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be the responsibility of the Buyer.

9. INSPECTIONS.

9.1 Right of Entry. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9.2 Improvements.

9.2.1 Seller agrees that all improvements now on the above-described real

estate parcels shall be delivered to Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, Seller shall forthwith give Buyer written notice thereof; and Buyer, at its election, may void this contract by giving written notice thereof to Seller within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9.2 Objections. Buyer shall furnish a complete copy of all written inspection reports to Seller with a written list of all unacceptable conditions ("the Inspection Notice"), within 60 days after the Effective Date ("the Inspection Period"). If Seller has not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of any such inspections; however, this will not relieve Seller of any liability pursuant to the representations and warranties made in paragraphs 5 and 6 herein. If a timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. If this Contract is not terminated as provided above, Seller shall have 14 days after Seller's receipt of the Inspection Notice ("the Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. If Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary adjustment at Closing. The parties shall have an additional 7 days after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated.

10. CLOSING COSTS. Seller shall pay recording Costs. All other costs to be split equally between the parties.

11. POSSESSION. Seller shall deliver possession to Buyer at Closing.

12. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

13. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

14. AMENDMENTS. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

15. ASSIGNMENT. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of both parties.

16. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

17. CHOICE OF LAW AND VENUE. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

18. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

19. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

20. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation

21. HOLD HARMLESS AND INDEMNIFICATION.

21.1 General Indemnity. Each party hereby agrees to hold the other party harmless against and indemnify them from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expenses, arising from any dispute between the parties related to this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the other party, its agents or employees. This provision shall survive termination or expiration of this Agreement.

21.2 Seller Indemnity for Post-Closing Possession. For the period between the Closing Date and Seller's delivery of possession to Buyer, to the fullest extent permitted by law, Seller agrees to indemnify and hold harmless Buyer, its Council, officers, agents, employees, and contractors, from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Buyer or others, arising from or related to the Property. Seller shall not be liable for any loss or damage attributable solely to the negligence of Buyer.

22. INSURANCE. For the period between the Closing Date and Seller's delivery of possession to Buyer, Seller shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Commercial General Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php). The foregoing shall not be construed as a

waiver of sovereign immunity.

23. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

24. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

25. NO THIRD-PARTY BENEFICIARIES. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. WAIVER. Waiver of any provision of this Agreement or 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

SELLER
City of Neosho, Missouri
a Missouri Municipal Corporation

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

BUYER
Davco Warehousing Services, LLC
a Missouri Limited Liability Company

_____
Richard Davidson, Owner/Member

Exhibit “A”

ALL THAT PART OF SECTION 15 AND SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COPPER WELD BEING THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S02Â°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 954.74 FEET; THENCE S87Â°19'15"E A DISTANCE OF 59.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE THE POINT OF BEGINNING;
THENCE LEAVING SAID LINE S59Â°02'43"E A DISTANCE OF 384.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF KANSAS CITY SOUTHERN RAILROAD;
THENCE ALONG SAID RIGHT OF WAY LINE S30Â°58'27"W A DISTANCE OF 1567.74 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AUSTIN AVENUE;
THENCE LEAVING SAID RAILROAD RIGHT OF WAY N58Â°59'43"W A DISTANCE OF 554.08 FEET ALONG AUSTIN AVENUE TO THE EASTERLY RIGHT OF WAY LINE OF DANIEL BOONE DRIVE; THENCE ALONG DANIEL BOONE DRIVE N37Â°34'37"E A DISTANCE OF 1341.87 FEET;
THENCE CONTINUING ALONG DANIEL BOONE DRIVE N34Â°39'15"E A DISTANCE OF 234.83 FEET TO THE POINT OF BEGINNING.
CONTAINING 16.7 ACRES MORE OR LESS.

EXCEPT:
A20' WIDE UTILITY EASEMENT LYING IN SECTIONS 15 & 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND COPPER WELD AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE S02Â°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1049.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE; THENCE S34Â°39'14"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 18.27 FEET TO THE POINT OF BEGINNING; THENCE S48Â°36'34"E LEAVING SAID EAST RIGHT OF WAY LINE A DISTANCE OF 78.75 FEET; THENCE S02Â°06'34"W A DISTANCE OF 653.81 FEET TO THE POINT OF TERMINATION.

Subject to all recorded easements and rights of way.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 5, 2026
ITEM: Property Sale for Property located at Austin Dr. and Howard Bush

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:

1. **Bid from Davco Warehousing Services, LLC**
2. **Airport Property Surplus Survey - West side**
3. **Airport Property with Easements Survey**
4. **INVITATION TO BID FOR PURCHASE_Property-Austin-Howard Bush**

PURPOSE:
Staff requests approval of the bid for sale of city property located on the Airport property at Austin Drive and Howard Bush.

BACKGROUND:
Council authorized staff to go out for bid for property at the Neosho Hugh Robinson Airport. This property is located on Austin Drive and Howard Bush and a copy of the survey map is included in this agenda packet. Staff received one bid back in the amount of $110,513.00 from Davco Warehousing Services, LLC.

RECOMMENDATION:
Staff recommends approving the bid from Davco Warehousing Services, LLC in the amount of $110,513.00.

Davco Warehousing Services, LLC
5400 Doniphan Dr.
Neosho, MO 64850

3/10/2026

Airport Property-Austin and Howard Bush
City of Neosho
ATTN: City Clerk
203 E. Main Street
Neosho, MO 64850

Re: Bid for Airport Property – Austin and Howard Bush

Dear City Clerk:

Davco Warehousing Services, LLC ("Davco") hereby submits this letter as our bid to purchase the property identified as *Airport Property – Austin and Howard Bush*. We understand the minimum bid amount is $108,550.00. Davco's bid is **$110,513.00**.

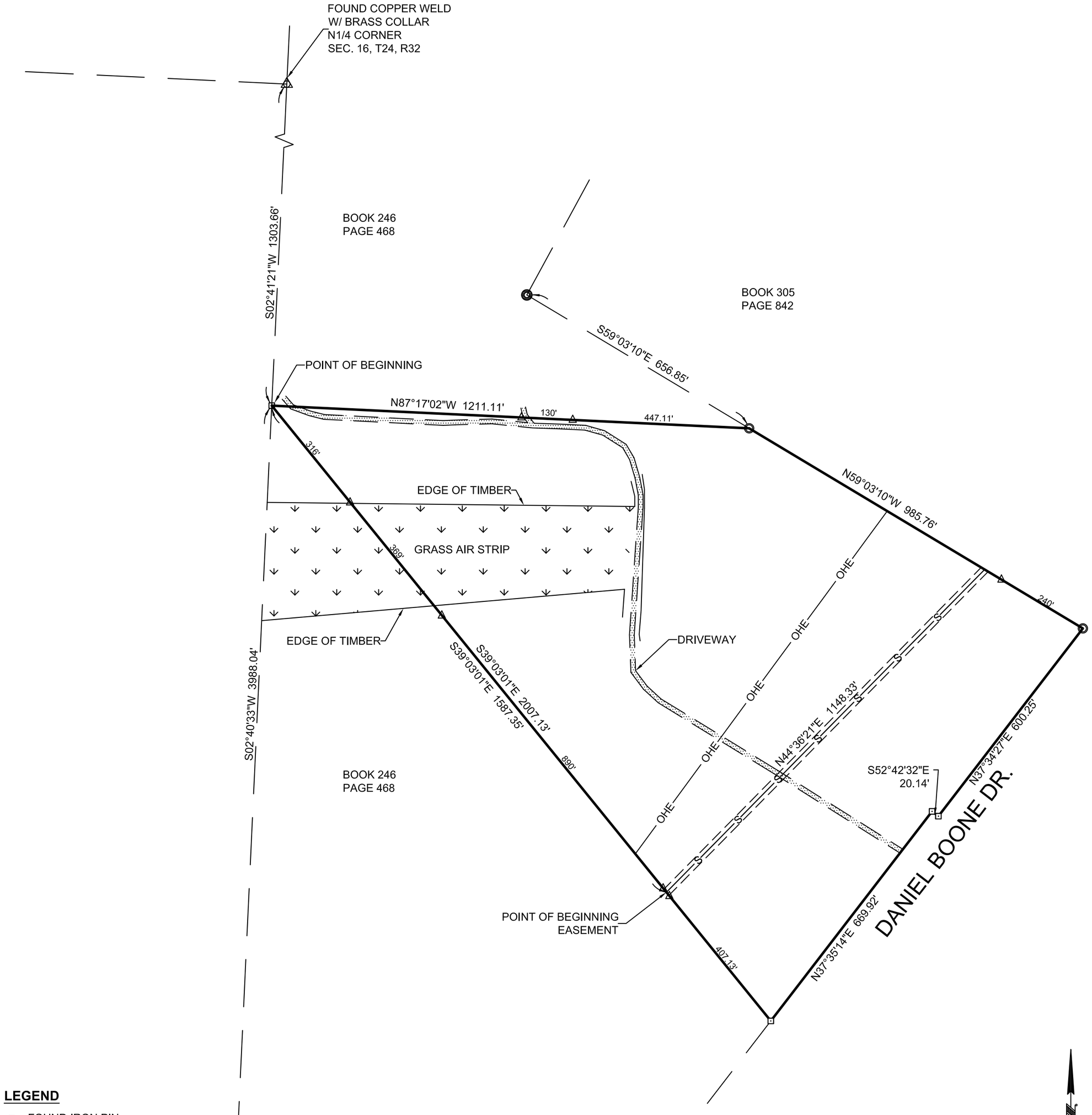
Please accept this letter as Davco's formal offer in accordance with the City of Neosho's bidding requirements for this property. If additional forms, acknowledgements, or deposits are required to accompany this bid, please advise and we will provide them promptly.

If you have questions or need clarification, please contact me at your convenience.

Sincerely,

Richard Davidson
Member - Davco Warehousing Services, LLC
417-455-9663

Rdavidson1970@gmail.com



SURVEYORS DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COPPER WELD BEING THE NORTH QUARTER CORNER OF SAID SECTION 16;
THENCE S02°41'21"W ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1303.66 FEET TO THE POINT OF BEGINNING;
THENCE S39°03'01"E A DISTANCE OF 2007.13 FEET TO THE WESTERLY RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;
THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING CALLS N37°35'14"E A DISTANCE OF 669.92 FEET;
THENCE S52°42'32"E A DISTANCE OF 20.14 FEET;
THENCE N37°34'27"E A DISTANCE OF 600.25 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE N59°03'10"W A DISTANCE OF 985.76 FEET;
THENCE N87°17'02"W A DISTANCE OF 1211.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.0 ACRES MORE OR LESS.

SEWER EASEMENT:

A 20' WIDE UTILITY EASEMENT LYING IN SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT A FOUND COPPER WELD AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 16,
THENCE S02°41'21"W ALONG THE MID SECTION LINE OF SAID SECTION 16 A DISTANCE OF 1304.28 FEET; THENCE S39°03'01"E A DISTANCE OF 1587.35 FEET TO THE POINT OF BEGINNING;
THENCE N44°36'21"E A DISTANCE OF 1148.33 FEET TO THE POINT OF TERMINATION.

BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

CLASS OF PROPERTY

URBAN

TYPE OF SURVEY

ORGINAL

SOURCE DOCUMENTS

DEED BOOK 246 PAGE 468
DEED BOOK 305 PAGE 842
SURVEY BY L.S.2163 DATED 8/26/1996
SURVEY BY L.S.2000161240

FENCE NOTE

FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. INTERIOR FENCES MAY NOT BE SHOWN.

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2026

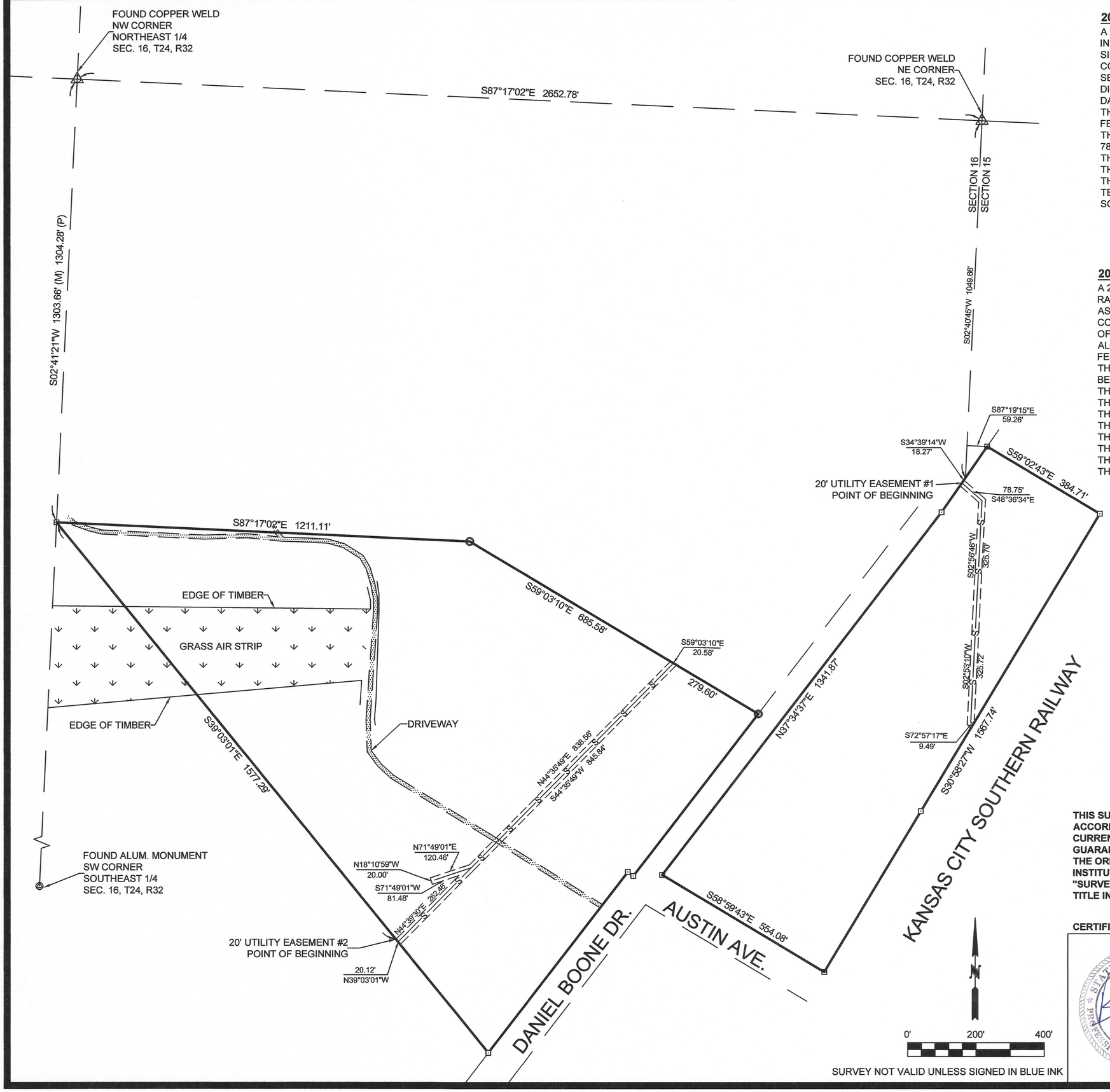
LEGEND

- FOUND IRON PIN
- FOUND ALUM MON
- FOUND COPPER WELD
- FOUND PIPE
- SET 60d NAIL
- SET IRON PIN
- (M) MEASURED
- (P) PLAT

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

MJ SURVEYING, LLC
www.MJSurveyingLLC.com
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804

DRAWN RLP	DATE 2/21/2025	CITY OF NEOSHO PART OF THE NE1/4 SEC. 16, T24, R32, NEWTON COUNTY, MISSOURI.
APPROVED BAA	DATE 2/21/2025	
SCALE 1"=200'	SHEET B&R	PROJECT # 24309B



SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

20' UTILITY EASEMENT #1

A 20' WIDE UTILITY EASEMENT LYING IN SECTIONS 15 & 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT A FOUND COPPER WELD AT THE NORTHEAST CORNER OF SAID SECTION 16, THENCE S02°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1049.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;
THENCE S34°39'14"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 18.27 FEET TO THE POINT OF BEGINNING;
THENCE AWAY FROM SAID EAST RIGHT OF WAY LINE S48°36'34"E A DISTANCE OF 78.75 FEET;
THENCE S02°56'46"W A DISTANCE OF 325.70 FEET;
THENCE S02°53'10"W A DISTANCE OF 325.72 FEET;
THENCE S72°57'17"E A DISTANCE 9.49 FEET TO THE POINT OF ENDING, SAID POINT TERMINATING AT THE WESTERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY.

20' UTILITY EASEMENT #2

A 20' WIDE UTILITY EASEMENT LYING IN SECTIONS 15 & 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COPPER WELD BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16, THENCE S02°41'21"W ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1303.66 FEET;
THENCE S39°03'10"E A DISTANCE OF 1577.29 FEET TO THE POINT OF BEGINNING;
THENCE N44°39'30"E A DISTANCE OF 262.46 FEET;
THENCE S71°49'01"W A DISTANCE OF 81.48 FEET;
THENCE N18°10'59"W A DISTANCE OF 20.00 FEET;
THENCE N71°49'01"E A DISTANCE OF 120.46 FEET;
THENCE N44°35'49"E A DISTANCE OF 838.56 FEET;
THENCE S59°03'10"E A DISTANCE OF 20.58 FEET;
THENCE S44°35'49"W A DISTANCE OF 845.84 FEET;
THENCE N39°03'01"W A DISTANCE OF 20.12 FEET TO THE POINT OF BEGINNING.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2024

STATE OF MISSOURI
BRIAN A. ATNIP
NUMBER
PLS-2003000359
PROFESSIONAL LAND SURVEYOR
10/1/24

MJ SURVEYING, LLC
www.MJSurveyingLLC.com
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804

DRAWN RLP	DATE 10/1/2024	CITY OF NEOSHO PART OF SEC. 15 & 16 T 24, R32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI.
APPROVED BAA	DATE 10/1/2024	
SCALE 1"=200'	SHEET 1 OF 1	PROJECT # 24309

City of Neosho
203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.gov

INVITATION TO BID

Sealed Proposals, addressed as follows:

Airport Property-Austin and Howard Bush
City of Neosho
ATTN: City Clerk
203 E. Main Street
Neosho, MO 64850

An endorsed "Proposal" for the Purchase of City real estate located on Austin and Howard Bush as shown on the Surveyor's Property Map (attached), being more particularly described below, will be received by the City until 1:00 p.m. Local Time on the 23rd day March the office of the City Clerk, 203 E. Main Street, Neosho, Missouri 64850, and at that time will be publicly opened and read aloud in the City Hall Conference Room.

Bids for purchase shall be addressed to the City Clerk and labeled as:

Airport Property-Austin and Howard Bush

This property will have a minimum bid of $108,550.00. The city is accepting bids and will review any submissions. This property is zoned M-2 and is 16.7 acres.

The City reserves the right to reject any and all bids.

For questions regarding properties, contact Adam Worster at 417-451-8055 or email at aworster@neoshomo.gov.

SURVEYORS DESCRIPTION

Please see the surveyor's documents for legal description and easement information.

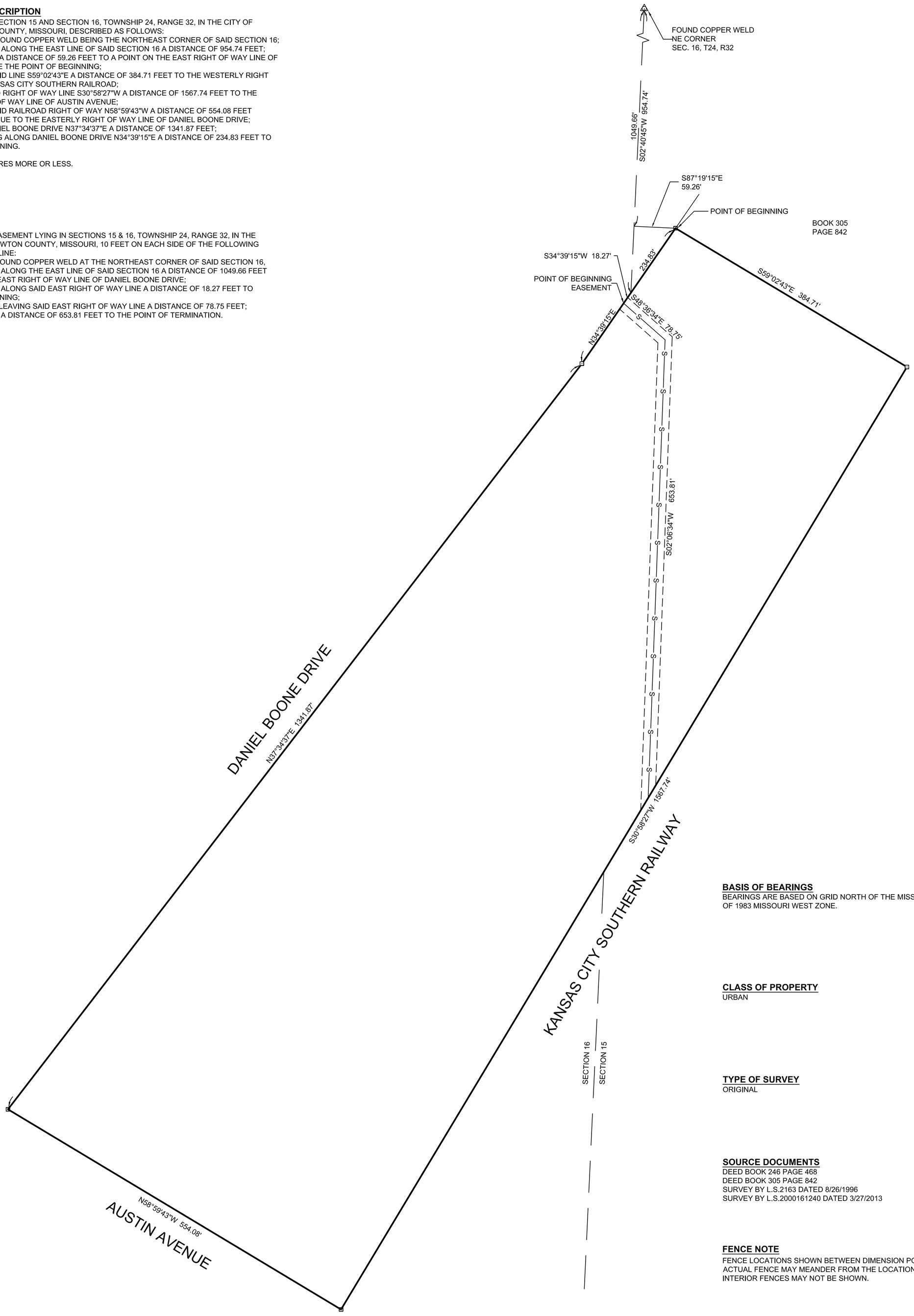
SURVEYORS DESCRIPTION

ALL THAT PART OF SECTION 15 AND SECTION 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND COPPER WELD BEING THE NORTHEAST CORNER OF SAID SECTION 16;
THENCE S02°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 954.74 FEET;
THENCE S87°19'15"E A DISTANCE OF 59.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE THE POINT OF BEGINNING;
THENCE LEAVING SAID LINE S59°02'43"E A DISTANCE OF 384.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF KANSAS CITY SOUTHERN RAILROAD;
THENCE ALONG SAID RIGHT OF WAY LINE S30°58'27"W A DISTANCE OF 1567.74 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AUSTIN AVENUE;
THENCE LEAVING SAID RAILROAD RIGHT OF WAY N58°59'43"W A DISTANCE OF 554.08 FEET ALONG AUSTIN AVENUE TO THE EASTERLY RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;
THENCE ALONG DANIEL BOONE DRIVE N37°34'37"E A DISTANCE OF 1341.87 FEET;
THENCE CONTINUING ALONG DANIEL BOONE DRIVE N34°39'15"E A DISTANCE OF 234.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.7 ACRES MORE OR LESS.

EASEMENT:

A 20' WIDE UTILITY EASEMENT LYING IN SECTIONS 15 & 16, TOWNSHIP 24, RANGE 32, IN THE CITY OF NEOSHO, NEWTON COUNTY, MISSOURI, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCING AT A FOUND COPPER WELD AT THE NORTHEAST CORNER OF SAID SECTION 16,
THENCE S02°40'45"W ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1049.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DANIEL BOONE DRIVE;
THENCE S34°39'14"W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 18.27 FEET TO THE POINT OF BEGINNING;
THENCE S48°36'34"E LEAVING SAID EAST RIGHT OF WAY LINE A DISTANCE OF 78.75 FEET;
THENCE S02°06'34"W A DISTANCE OF 653.81 FEET TO THE POINT OF TERMINATION.



BASIS OF BEARINGS

BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

CLASS OF PROPERTY

URBAN

TYPE OF SURVEY

ORIGINAL

SOURCE DOCUMENTS

DEED BOOK 246 PAGE 468
DEED BOOK 305 PAGE 842
SURVEY BY L.S.2163 DATED 8/26/1996
SURVEY BY L.S.2000161240 DATED 3/27/2013

FENCE NOTE

FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. INTERIOR FENCES MAY NOT BE SHOWN.

NOTES

NO UTILITIES SHOWN AS A PART OF THIS SURVEY.
EASEMENTS AND SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2026

LEGEND

- ⊡ FOUND IRON PIN
- ⧋ FOUND COPPER WELD
- (M) MEASURED
- (P) PLAT

0' 75' 150'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

MJ SURVEYING, LLC
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804
www.MJSurveyingLLC.com

DRAWN RLP	DATE 2/21/2025	CITY OF NEOSHO PART OF SEC. 15 & 16 TOWNSHIP 24, RANGE 32 NEWTON COUNTY, MISSOURI.
APPROVED BAA	DATE 2/21/2025	
SCALE 1"=75'	SHEET NEOPORT	PROJECT # 24309A


*See survey for property boundaries

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Bill No. 2026-35: IBC Agreement for Health Insurance Broker

ORIGINATING DEPARTMENT: Human Resources Department
ATTACHMENT:

1. **Bill No. 2026-35 IBC Ins consulting agreement RE 2026-2029**
2. **IBC Consulting Agreement for Insurance Broker Services**
3. **IBC Broker Bid**

PURPOSE:
The purpose of this item is to formally contract with a Health Insurance Agent for three (3) years.

BACKGROUND:
The City of Neosho bids on an insurance broker every three (3) years for health insurance, dental, vision, and other supplemental plans. During the May 5, 2026 council meeting, council approved the bid from Insurance Benefit Consultants (IBC) for the city's insurance broker. This agenda item is for a three year agreement with IBC for those services.

RECOMMENDATION:
Staff recommends Insurance Benefits Consultants as the City's health insurance broker.

COUNCIL BILL NO. 2026-35 ORDINANCE NO. 714-2026

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, for the purpose of providing consulting services as insurance broker, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ___ day of _____, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

_____
Derek A. Snyder, City Attorney

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Insurance Benefits Consultants, LLC, a Missouri Limited Liability Company, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage a consultant for the purpose of serving as City's insurance broker, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to be engaged as City's consultant for the purpose of serving as City's insurance broker, as described in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, insurance broker services as described in Exhibits A and B within an amount of time deemed reasonable by City.

b. The insurance broker services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation and review of proper invoice.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

11. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

12. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

16. Insurance. Consultant shall obtain and maintain in full force throughout the term of this Agreement a professional liability insurance policy (Errors and Omissions) with a company authorized to issue such insurance in the State of Missouri, with limits of liability not less than $1,000,000.00 to cover all professional services rendered pursuant to this Agreement.

17. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Neosho	Insurance Benefits Consultants, LLC
ATTN: City Manager	ATTN: Phil Wise
203 E. Main St.	1009 S. Neosho Blvd.
Neosho, MO 64840	Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

20. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

21. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

22. Term. The Term of this Agreement shall be from October 1, 2026 through September 30, 2029, unless terminated sooner as provided herein.

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Waiver. Waiver of any provision of this Agreement or 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.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF NEOSHO, MISSOURI	INSURANCE BENEFITS CONSULTANTS, LLC
_____	_____
Tom Workman, Mayor	By: Its: authorized signatory

ATTEST:

_____
Cheyenne Wright, City Clerk

INSURANCE
BENEFITS
CONSULTANTS, LLC
caring for you and your family

Insurance Benefits Consultants (IBC)
1009 S Neosho Blvd., Neosho, MO
(417) 355-2523
www.ibcneosho.com

4/16/2026

City of Neosho
203 East Main St., Neosho, MO

David & Krysti,

We truly appreciate the opportunity to work with the City of Neosho and to submit our proposal. Being able to serve our own community is something we don't take lightly—it means a lot to us, both professionally and personally.

Over time, we've built a great relationship with your team, and we believe that trust, communication, and being easy to reach are what really make a benefits program successful. Since we're right here in Neosho, we're not just a voice on the phone or an email—we're available, accessible, and part of the same community. Your employees know they can stop by our office, call, or reach out anytime, and they do. That day-to-day accessibility is something we're proud of and something that sets us apart.

When it comes to enrollment, we focus on making the process simple and personal. We use Employee Navigator to keep things organized and efficient, but we don't rely on technology alone—we sit down with employees one-on-one during open enrollment to walk through their options and answer questions. Throughout the year, we continue that same level of support by meeting with new hires and being available whenever employees need help or clarification on their benefits.

At the end of the day, we know this isn't just about putting a plan in place—it's about making sure people understand their benefits and feel confident using them. That's the approach we take every day with the City of Neosho.

We're grateful for the relationship we've built and would truly appreciate the opportunity to continue serving you and your employees. Thank you again for your time and consideration.

Sincerely,

Phil Wise
Insurance Benefits Consultants (IBC)

Insurance Benefits Consultants (IBC)
Local. Experienced. Accessible. Benefits Done Right.

At Insurance Benefits Consultants, we believe employee benefits should be simple, understandable, and fully supported—not just during enrollment, but all year long. As a locally owned agency in Neosho, we take pride in delivering hands-on service, strong relationships, and proven systems that support both your organization and your employees.

Local, Accessible Support
We are not an out-of-town firm—we are part of your community. Being located in Neosho allows us to provide a level of accessibility that others simply can't match.

- Employees can call, email, or stop by our office anytime
- In-person support when it matters most
- Fast response times from a local team that knows your group

---

Personalized Open Enrollment
We take a hands-on, employee-first approach to enrollment.

- One-on-one meetings with every employee
- Clear, easy-to-understand explanations of benefits
- Guidance to help employees make confident decisions
- On-site, virtual, and in-office enrollment options

Year-Round Employee Support
Our service continues long after open enrollment ends.

- New hire enrollment meetings throughout the year
- Ongoing support for questions, changes, and life events
- Walk-in and direct support from our local office
- Proactive communication to keep employees informed

Dedicated Advocacy & Claims Support
When issues arise, we step in and help resolve them.

- Assistance with claims and billing concerns
- Help navigating insurance carriers and systems
- Direct advocacy on behalf of employees
- A trusted, local point of contact when problems occur

Technology + Personal Service
We combine high-level technology with real, personal support.

Employee Navigator

- Streamlined online enrollment platform
- Easy access for employees to view and manage benefits
- Accurate and organized administration for HR teams

Zywave Tools & Resources

- Compliance support and regulatory updates
- HR tools, handbooks, and best practices
- Employee education materials and communication pieces
- Benchmarking data and reporting insights

Experience You Can Rely On

- Extensive experience with municipal and public sector groups
- Strong carrier relationships to provide competitive options
- Proven track record of servicing local employers
- Focus on long-term partnerships—not just annual renewals

Why Local Matters

Working with a local agency means more than convenience—it means accountability. We are invested in this community and in the success of the organizations we serve. Our reputation is built on being present, responsive, and dependable.

Our Commitment

Our goal is simple: to make benefits easier for your organization and more valuable to your employees. We focus on clear communication, reliable support, and being there when it matters most.

Insurance Benefits Consultants (IBC)
1009 S Neosho Blvd., Neosho, MO
(417) 355-2523
www.ibcneosho.com

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Bill No. 2026-36: Chapter 100 Bonds Issuance to LZB Manufacturing, Inc.

ORIGINATING DEPARTMENT: City Manager
ATTACHMENT:

1. **Bill No. 2026-36 Neosho Ch 100 - LZB Manufacturing (2026)**
2. **Notice, Ch 100 Plan and CBA (FINAL, AS MAILED) (Neosho Ch 100 - LZB Manufacturing 2026 - 05.07.2026)**
3. **Trust Indenture (Neosho Ch 100 - LZB Manufacturing 2026)**
4. **Lease Agreement (Neosho Ch 100 - LZB Manufacturing 2026)**
5. **Bond Purchase Agreement (Neosho Ch 100 - LZB Manufacturing 2026)**
6. **Performance Agreement (Neosho Ch 100 - LZB Manufacturing 2026)**
7. **Special Warranty Deed (Company to City - Real Property)(Neosho Ch 100 - LZB Manufacturing 2026)**

PURPOSE:

To consider adoption of an ordinance approving the Plan for an Industrial Development Project for LZB Manufacturing, Inc. and authorizing the issuance of the City's Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026, in a principal amount not to exceed $18,500,000, to finance (or reimburse) eligible project costs.

BACKGROUND:

On February 3, 2026, Council adopted Resolution No. 2026-04 declaring the City's intent to pursue Chapter 100 industrial development revenue bond financing for the LZB Manufacturing, Inc. project. The project consists of (a) acquisition of approximately 25 acres at the intersection of Doniphan Drive and Hempstead Avenue; (b) construction of an approximately 150,660 square foot distribution center facility to complement and enhance LZB's existing manufacturing operations in Neosho; and (c) acquisition and installation of related machinery, equipment, and personal property. Missouri law (RSMo §§100.010–100.200) requires the City to prepare and approve a Plan and cost-benefit analysis for the project and to provide notice to affected taxing jurisdictions prior to approval. Staff has prepared the Plan (Exhibit A), provided the required notice, and considered any comments received. The proposed bonds are limited obligations payable solely from project lease revenues and do not constitute a general obligation debt of the City.

RECOMMENDATION:

Staff recommends that Council adopt the ordinance approving the Plan for the LZB Manufacturing, Inc. industrial development project and authorizing issuance and sale of the Taxable Industrial Development Revenue Bonds (Series 2026) in an amount not to exceed $18,500,000, and further authorizing execution of the related financing documents in substantially the forms presented.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR LZB MANUFACTURING, INC.; AUTHORIZING THE CITY OF NEOSHO, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (LZB MANUFACTURING, INC. PROJECT), SERIES 2026, IN A PRINCIPAL AMOUNT NOT TO EXCEED $18,500,000 TO FINANCE THE COSTS OF THE PROJECT; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Neosho, Missouri (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; and

WHEREAS, the City Council of the City previously passed Resolution No. 2026-04 on February 3, 2026, regarding a proposed industrial development project for LZB Manufacturing, Inc., a Michigan corporation (the **"Company"**), consisting of (a) acquiring an approximately 25 acre parcel of real property located at the intersection of Doniphan Drive and Hempstead Avenue in the City (the **"Project Site"**), (b) constructing a new approximately 150,660 square foot distribution center facility on the Project Site to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City (the **"Project Improvements"**), and (c) acquiring and installing certain machinery, equipment and other personal property on the Project Site (the **"Project Equipment,"** together with the Project Site and the Project Improvements, the **"Project"**), and the City Council of the City declared the official intent of the City to issue its Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026, in the maximum principal amount not to exceed $18,500,000 (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 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 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 the 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 CITY COUNCIL OF THE CITY OF NEOSHO, 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 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 Bonds to be designated as the "Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026," in an aggregate principal amount not to exceed $18,500,000, 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 below), and such payments, revenues and receipts shall be pledged and assigned to the Trustee 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 or statutory limitation 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 UMB Bank, N.A., as trustee (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 (defined below) 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 Project Site 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, as lessor, and the Company, as lessee, under which the City will lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments to be made by the Company which will be sufficient to pay the principal of 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 pursuant to which the City has granted the Company certain rights with respect to the abatement of ad valorem real and personal property taxes on the Project.

Section 6. Execution of Documents. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor, the Mayor Pro Tem, the City Attorney and the City Manager are 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 Mayor Pro Tem, 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 Mayor Pro Tem, 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. Severability. If any term, condition or provision of this Ordinance is, to any extent, held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If, as a result of a subsequent change in applicable law, the provision that had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 9. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ___ day of _____, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

SEAL

_____
Derek A. Snyder, City Attorney

EXHIBIT A

PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFIT ANALYSIS FOR LZB MANUFACUTRING, INC.

(*see attached*)

NOTICE TO TAXING JURISDICTIONS

To: Taxing Jurisdictions (Distribution List attached)

Re: Notice of Public Hearing – Chapter 100 for LZB Manufacturing, Inc.

On behalf of the City of Neosho, Missouri (**"City"**), please find enclosed a copy of the proposed Plan for an Industrial Development Project (**"Plan"**) for LZB Manufacturing, Inc., a subsidiary of La-Z-Boy Incorporated (**"Company"**), which also contains a Cost-Benefit Analysis on the affected taxing jurisdictions.

The City Council of the City anticipates considering second reading and final approval of the Ordinance to approve the Plan at its regular meeting on Tuesday, June 2, 2026, at 7:00 PM at City Council Chambers located at 203 E. Main St., Neosho, Missouri 64850. The Plan, if approved, consists of constructing and equipping a new distribution facility located on the Company's parcel of real property located at the intersection of Doniphan Drive and Hempstead Avenue in the City, as further described in the enclosed Plan.

The City invites all affected taxing jurisdictions to attend the meeting on June 2, 2026, and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost-Benefit Analysis for the proposed project is enclosed and also will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: May 7, 2026

CITY OF NEOSHO
203 E. Main Street
Neosho, Missouri 64850

City of Neosho, Missouri
Cheyenne Wright, City Clerk
203 E. Main St.
Neosho, Missouri 64850

Crowder College
Chancellor
601 Laclede
Neosho, Missouri 64850

Neosho/Newton County Public Library District
Carrie Cline, Director
201 W. Spring St.
Neosho, Missouri 64850

Neosho R-V School District
Jim Davis, Superintendent
418 Fairground Road
Neosho, Missouri 64850

Newton County Ambulance District
Chief Jeff Prosser
1011 W. Hill St.
Neosho, Missouri 64850

Newton County Health Department
Larry Bergner, Director
812 W. Harmony St.
Neosho, Missouri 64850

Newton County – Common Road District
Commissioner
511 S. Random Road
Granby, MO 64844

Newton County – County Fair
A & M Society
P.O. Box 1106
Neosho, Missouri 64850

Newton County – Developmental Disabilities Board
Director
3707 Howard Bush Dr.
Neosho, Missouri 64850

Newton County – Mental Health
Director
Ozark Center
1105 E. 32nd St.,
Joplin, MO 64803

Missouri Department of Revenue
County Tax Section
State Blind Pension Fund
301 West High St., Room 330
Jefferson City, MO 65101

Newton County
Tami Owens, County Clerk
101 S. Wood St.
Neosho, Missouri 64850

CITY OF NEOSHO, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS

FOR

LZB MANUFACTURING, INC.

TABLE OF CONTENTS

Page

I. PURPOSE OF THIS PLAN 1

II. DESCRIPTION OF CHAPTER 100 FINANCINGS 1
General 1
Issuance and Sale of Bonds 1
Property Tax Abatement 2

III. DESCRIPTION OF THE PARTIES 2
LZB Manufacturing, Inc. 2
City of Neosho, Missouri. 2

IV. REQUIREMENTS OF THE ACT 2
Description of the Project. 2
Estimate of the Costs of the Project. 3
Source of Funds to be Expended for the Project. 3
Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. 3
Affected Taxing Jurisdictions. 4
Current Assessed Valuation. 4
Payments in Lieu of Taxes. 5
Sales Tax Exemption – Qualified Building Materials 7
Cost Benefit Analysis and Discussion of Attachments. 8

V. ASSUMPTIONS AND BASIS OF PLAN 9

ATTACHMENT A: SUMMARY OF KEY ASSUMPTIONS

ATTACHMENT B: COST-BENEFIT ANALYSIS

CITY OF NEOSHO, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS
FOR
LZB MANUFACTURING, INC.

I. PURPOSE OF THIS PLAN

The City of Neosho, Missouri (the **"City"**) intends to issue a series of Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026, in a maximum aggregate principal amount not to exceed $18,500,000 (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 LZB Manufacturing, Inc., a Michigan corporation (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"**).

Gilmore & Bell, P.C., as bond counsel to the City, has prepared this Plan for an Industrial Development Project and Cost-Benefit Analysis (the **"Plan"**) 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. Chapter 100 authorizes cities, counties, towns and villages to issue industrial revenue 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 and industrial plants, including the real estate either within or without the limits of such municipalities, buildings, fixtures and machinery. In addition, Article VI, Section 27(b) of the Missouri Constitution authorizes cities, counties, towns and villages to issue revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending or improving any facility for manufacturing, commercial, warehousing or industrial development purposes, including the real estate, 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, and in exchange, the benefited company promises to make 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.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the site on which the industrial development project will be located. (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.) The municipality will immediately lease the project site and the improvements and personal property thereon 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 purchase, equip and construct the project.

Under the lease agreement, the company typically: (1) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) agrees, 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) may, at its own expense, 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) covenants to maintain its corporate existence during the term of the bond issue; and (6) agrees 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 taxation while 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 PILOTs is negotiable. The PILOTs 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. In addition to property tax abatement, qualified building materials can be exempt from sales and use tax if approved by the municipality. The sales and use tax exemption is evidenced by a project exemption certificate issued by the municipality.

III. DESCRIPTION OF THE PARTIES

LZB Manufacturing, Inc.. The Company, a Michigan corporation authorized to conduct business in the State of Missouri, is a subsidiary of La-Z-Boy Incorporated and specializes in the manufacturing and distribution of home furniture, including recliners, sofas, chairs and sectionals.

City of Neosho, Missouri. The City is a home-rule 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 a parcel of real property located at the intersection of Doniphan Drive and Hempstead Avenue in the City consisting of approximately 25 acres (the **"Project Site"**), which is located in close proximity to the Company's existing manufacturing facilities in the City. The Project to be financed by the Bonds consists of (1) acquiring the Project Site, (2) constructing a new

approximately 150,660 square foot distribution center facility on the Project Site to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City (the **"Project Improvements"**), and (3) acquiring and installing certain machinery, equipment and other personal property on the Project Site (the **"Project Equipment"**). The Project Site, 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 cost of the Project to be approximately $16,547,000, of which approximately (1) $586,000 is attributable to the acquisition cost of the Project Site, (2) $15,000,000 is attributable to the construction costs, and related soft costs, of constructing the Project Improvements on the Project Site, and (3) $961,000 is attributable to the acquisition and installation of the Project Equipment on the Project Site. The Bonds are being issued in a total maximum aggregate principal amount not to exceed $18,500,000 to provide for 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 expects to acquire and install the Project Equipment on the Project Site during calendar year 2027. The anticipated costs of investments in said Project Equipment expected to be acquired and installed in calendar years 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
2027	$961,000	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 $18,500,000, 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 to the Company under a Lease (as further described and defined herein). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri. No tax revenues will be used to repay the Bonds.

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 Project Site and the 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 Project Site, Project Improvements 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. Unless terminated sooner pursuant to the terms thereof, the Lease will terminate on December 31, 2047.

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 Neosho
- Crowder College
- Neosho/Newton County Public Library District
- Neosho R-V School District
- Newton County Ambulance District
- Newton County Health Department
- Newton County – Common Road District
- Newton County – County Fair
- Newton County – Developmental Disabilities Board (SB 40)
- Newton County – Mental Health
- State of Missouri Blind Pension Fund

As reflected above, Newton County R-V School District is the school district financially impacted by the Project. The City is the city financially impacted by the Project. Newton County, Missouri, is the county financially impacted by the Project. Crowder College is the community college district financially impacted by the Project. Newton County Ambulance District (the **"Ambulance District"**) is the only ambulance district operating under Chapter 190 of the Revised Statutes of Missouri, as amended, that is financially impacted by the Project. There are no fire protection districts or other taxing jurisdictions (besides the Ambulance District) imposing a property tax for purposes of providing emergency 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.

Current Assessed Valuation.

Real Property. The most recent equalized assessed valuation (for calendar year 2025) of the real property included in the Project, which only consisted of the vacant undeveloped Project Site, was $0. Prior to the Company's acquisition of the Project Site in March 2026, the Project Site was owned by the Neosho Development Corporation, a Missouri non-profit corporation; therefore, because the Project Site was owned by a non-profit corporation in calendar year 2025 and prior calendar years, the Project Site was exempt from real property taxation under Missouri law and was not assessed by the Newton County Assessor. However, based on the Company's estimated acquisition price of the Project Site ($586,000), the estimated assessed value of the Project Site in the current calendar year 2026 would be approximately $187,520 (which is equal to the estimated appraised value of $586,000 multiplied by the assessment rate of 32% for commercial real property).

After construction of the Project Improvements is completed (which is expected to occur in 2027), the total estimated equalized assessed valuation of the real property included in the Project (i.e. the Project Site and Project Improvements) is anticipated to be approximately $4,027,520 (based upon the estimated 2028 assessed value of the Project Site and the completed Project Improvements located thereon). The total equalized assessed valuation of the real property included in the Project was calculated based upon an estimated appraised value of the Project Site (estimated to equal approximately $586,000) plus the estimated appraised value of the Project Improvements to be constructed on the Project Site (estimated to

equal approximately $12,000,000, which assumes 80% of the total $15,000,000 estimated costs of constructing the Project Improvements will be applied to the appraised value of the Project Improvements) multiplied by the statutorily required assessment rate of 32% for commercial real property. The Newton County Assessor will make the final determination of the assessed value of the Project Site and 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, 2026, 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* 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 $285,997 (based upon the estimated 2028 assessed value of all Project Equipment). This valuation was calculated based upon the cost of acquiring the equipment, machinery and other personal property comprising the Project Equipment in the amount of approximately $961,000 (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 $285,997 assessed valuation. The Newton 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 Project Site and the Project Improvements to be constructed thereon (collectively, the **"Real Property"**) to the City. Beginning in the current calendar year 2026, the Company will receive real property tax abatement on the Real Property (i.e. the Project Site and the Project Improvements constructed thereon) for a period of 20 years (expected to be calendar years 2026 through 2045, inclusive), as follows:

(1) 100% real property tax abatement in years 1 through 5 (calendar years 2026 through 2030, inclusive);

(2) 75% real property tax abatement in years 6 through 10 (calendar years 2031 through 2035, inclusive);

(3) 50% real property tax abatement in years 11 through 15 (calendar years 2036 through 2040, inclusive); and

(4) 25% real property tax abatement in years 16 through 20 (calendar years 2041 through 2045, inclusive).

Therefore, in each year of the 20-year real property tax abatement period (calendar years 2026 through 2045, inclusive), the Company will make PILOT Payments with respect to the Real Property equal to the following:

(1) in calendar years 2026 through 2045, inclusive, 100% of the amount of real property taxes that would otherwise be due to the Ambulance District on the Real Property, but for the City's ownership thereof;

(2) in calendar years 2031 through 2035, inclusive, 25% of the real property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Real Property, but for the City's ownership thereof;

(3) in calendar years 2036 through 2040, inclusive, 50% of the real property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Real Property, but for the City's ownership thereof; and

(4) in calendar years 2041 through 2045, inclusive, 75% of the real property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Real Property, but for the City's ownership thereof.

Payments in Lieu of Taxes - Personal Property (Project Equipment). The Company will also receive personal property tax abatement on the Project Equipment for a period beginning in the calendar year in which the Project Equipment would first be subject to personal property taxation under Missouri law (expected to begin in calendar year 2028) through calendar year 2045, as follows:

(1) 100% personal property tax abatement in years 1 through 5 (expected to be calendar years 2028 through 2032, inclusive);

(2) 75% personal property tax abatement in years 6 through 10 (expected to be calendar years 2033 through 2037, inclusive);

(3) 50% personal property tax abatement in years 11 through 15 (expected to be calendar years 2038 through 2042, inclusive); and

(4) 25% personal property tax abatement in years 16 through 18 (expected to be calendar years 2043 through 2045, inclusive).

Therefore, assuming the Project Equipment is acquired and installed on the Project Site in 2027 and the personal property tax abatement period for the Project Equipment will begin in 2028, in each year of the personal property tax abatement period (anticipated to be calendar years 2028 through 2045, inclusive), the Company will make PILOT Payments with respect to the Project Equipment equal to the following:

(1) in calendar years 2028 through 2045, inclusive, 100% of the amount of personal property taxes that would otherwise be due to the Ambulance District on the Project Equipment, but for the City's ownership thereof;

(2) in calendar years 2033 through 2037, inclusive, 25% of the personal property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Project Equipment, but for the City's ownership thereof;

(3) in calendar years 2038 through 2042, inclusive, 50% of the personal property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Project Equipment, but for the City's ownership thereof; and

(4) in calendar years 2043 through 2045, inclusive, 75% of the personal property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Project Equipment, but for the City's ownership thereof.

Pursuant to Section 100.050 of the Act, certain emergency service districts that levy a property tax on real or personal property included in a Chapter 100 project that becomes exempt from property taxation due to a political subdivision's ownership of the real or personal property may elect to be reimbursed up to 100% of the property taxes they would have otherwise received, but for the property tax abatement. The Ambulance District is the only emergency service district impacted by the Project that could elect to be reimbursed up to 100% of the real and personal property taxes the Ambulance District would have otherwise received from the Real Property and the Project Equipment, but for the City's ownership thereof. This Plan assumes that the Ambulance District will elect to be reimbursed 100% of the real and personal property taxes the Ambulance District would have otherwise received from the Company with respect to the Real Property and the Project Equipment each year during the entire 20-year abatement period (years 2026 through 2045, inclusive). Therefore, this Plan reflects that the Company will pay a PILOT Payment each year to the City, for further disbursement to the Ambulance District, in an amount equal to 100% of the real and personal property taxes that would otherwise be due to the Ambulance District with respect to the Real Property and the Project Equipment, respectively. If Section 100.050 of the Act is determined to apply to any other emergency service district in the future, then the Company will also be required to make PILOT Payments required to satisfy the obligations to said emergency service districts as required by Section 100.050 of the Act.

Except as described above with respect Ambulance District and any other emergency service districts that may levy a property tax on the Project in the future, all PILOT Payments will be distributed among the taxing jurisdictions in proportion to the amount of 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.

Sales Tax Exemption – Qualified Building Materials. Qualified building materials purchased for the construction of the Project Improvements (*i.e. the construction of the new distribution center facility*) 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 the Project Improvements.

For purposes of determining the impact of the sales tax exemptions for the qualified building materials on the affected taxing jurisdictions to be granted by the City, it is assumed that:

(1) approximately $4,500,000 (equal to approximately 30% of the total $15,000,000 estimated costs of constructing the Project Improvements) in purchases of qualified building materials will be subject to the sales tax exemption; and

(2) all $4,500,000 of such purchases will be subject to the sales taxes imposed by the local taxing jurisdictions currently imposing a sales tax on the Project Site where the Project Improvements will be constructed (currently only includes the State of Missouri with a sales tax rate of 4.225%; the City of Neosho with a sales tax rate of 3.000%; and Newton County with a sales tax rate of 1.625%).

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 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 Tax Rate*	*Estimated Sales Tax Revenues Subject to Exemption*
State of Missouri	4.225%	$190,125
City of Neosho	3.000%	135,000
Newton County	1.625%	73,125
Total	**8.850%**	**$398,250**

Cost-Benefit Analysis and Discussion of Attachments. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, as amended, 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 for the Project. The projections in the Cost-Benefit Analysis attached to this Plan as **Attachment B** hereto are estimates based on numerous assumptions set forth in **Attachment A** hereto. Therefore, the actual real and personal property tax revenues generated from the Project may be different from those 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 direct impact the real and personal property tax abatement for 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 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 Project Site for the tax abatement period if the Project Improvements were never constructed, (2) the total estimated real and personal property tax revenues that would be generated from the Project Site, the Project Improvements and the Project Equipment for the tax abatement period if the Project Site, the Project Improvements and Project Equipment did not receive the contemplated real and personal property tax abatement, (3) the total estimated value of the PILOT Payments to be made by the Company for the proposed real and personal property tax abatement period on the Project Site, the Project Improvements and the Project Equipment, and (4) the total estimated value of the real and personal property tax abatement to the Company for the real and personal property tax abatement period on the Project Site, the Project Improvements and the Project Equipment. Please note that the actual value of the Project Site, 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 Project Site if the Project Improvements were never constructed on the Project Site based on the estimated 2026 assessed value of the Project Site of $187,520. **Page B-4** of the Cost-Benefit Analysis provides the estimated real property tax revenues that would be generated from the Project Site Project Improvements if the Project Site and the Project Improvements did not receive real property tax abatement. **Page B-5** of the Cost-Benefit Analysis provides the projected value of the PILOT Payments to be made by the Company based on the estimated assessed value of the Project Site and the Project

Improvements. **Page B-6** of the Cost-Benefit Analysis provides the projected value of the real property tax abatement to the Company for the Project Site and the Project Improvements.

Personal Property Tax Revenues. **Page B-7** of the Cost-Benefit Analysis provides the projected personal property tax revenues that would be generated from the Project Equipment without personal property tax abatement. **Page B-8** of the Cost-Benefit Analysis provides the projected PILOT Payments to be paid by the Company based upon the projected personal property assessed valuation of the Project Equipment. **Page B-9** 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** and **Page B-1** of the Cost-Benefit Analysis included as **Attachment B** for a summary of these assumptions.

In addition to the foregoing, in order to complete this Plan, Gilmore & Bell, P.C., as bond counsel to the City, has generally reviewed and relied upon information furnished to us by, and have participated in conferences with, representatives of the City, representatives of the Company, and other persons as we have deemed appropriate. Gilmore & Bell, P.C., as bond counsel to the City, does not assume any responsibility for the accuracy, completeness or fairness of any of the information provided and has not independently verified the accuracy, completeness or fairness of such information.

* * *

ATTACHMENT A

SUMMARY OF KEY ASSUMPTIONS

1. The total estimated cost of the Project is approximately $16,547,000, of which approximately (1) $586,000 is attributable to the acquisition cost of the Project Site, (2) $15,000,000 is attributable to the construction costs, and related soft costs, of constructing the Project Improvements on the Project Site, and (3) $961,000 is attributable to the acquisition and installation of the Project Equipment on the Project Site.

2. 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.

3. It is anticipated that all of the equipment, machinery and other personal property comprising the Project Equipment will be purchased and installed on the Project Site during the calendar year 2027. The anticipated cost of acquiring said Project Equipment in the calendar year 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
2027	$961,000	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 Real Property (i.e. the Project Site 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 Real Property and Project Equipment is owned by the City, it will be exempt from ad valorem real and personal property taxes.

5. Beginning in the current calendar year 2026, the Company will receive real property tax abatement on the Real Property (i.e. the Project Site and the Project Improvements constructed thereon) for a period of 20 years (expected to be calendar years 2026 through 2045, inclusive), as follows:

(a) 100% real property tax abatement in years 1 through 5 (calendar years 2026 through 2030, inclusive);

(b) 75% real property tax abatement in years 6 through 10 (calendar years 2031 through 2035, inclusive);

(c) 50% real property tax abatement in years 11 through 15 (calendar years 2036 through 2040, inclusive); and

(d) 25% real property tax abatement in years 16 through 20 (calendar years 2041 through 2045, inclusive).

Therefore, in each year of the 20-year real property tax abatement period (calendar years 2026 through 2045, inclusive), the Company will make PILOT Payments with respect to the Real Property equal to the following:

(a) in calendar years 2026 through 2045, inclusive, 100% of the amount of real property taxes that would otherwise be due to the Ambulance District on the Real Property, but for the City's ownership thereof;

(b) in calendar years 2031 through 2035, inclusive, 25% of the real property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Real Property, but for the City's ownership thereof;

(c) in calendar years 2036 through 2040, inclusive, 50% of the real property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Real Property, but for the City's ownership thereof; and

(d) in calendar years 2041 through 2045, inclusive, 75% of the real property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Real Property, but for the City's ownership thereof.

6. The Company will also receive personal property tax abatement on the Project Equipment for a period beginning in the calendar year in which the Project Equipment would first be subject to personal property taxation under Missouri law (expected to begin in calendar year 2028) through calendar year 2045, as follows:

(a) 100% personal property tax abatement in years 1 through 5 (anticipated to be calendar years 2028 through 2032, inclusive);

(b) 75% personal property tax abatement in years 6 through 10 (anticipated to be calendar years 2033 through 2037, inclusive);

(c) 50% personal property tax abatement in years 11 through 15 (anticipated to be calendar years 2038 through 2042, inclusive); and

(d) 25% personal property tax abatement in years 16 through 18 (anticipated to be calendar years 2043 through 2045, inclusive).

Therefore, assuming the Project Equipment is acquired and installed on the Project Site in 2027 and the personal property tax abatement period for the Project Equipment will begin in 2028, in each year of the personal property tax abatement period (anticipated to be calendar years 2028 through 2045, inclusive), the Company will make PILOT Payments with respect to the Project Equipment equal to the following:

(a) in calendar years 2028 through 2045, inclusive, 100% of the amount of personal property taxes that would otherwise be due to the Ambulance District on the Project Equipment, but for the City's ownership thereof;

(b) in calendar years 2033 through 2037, inclusive, 25% of the personal property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Project Equipment, but for the City's ownership thereof;

(c) in calendar years 2038 through 2042, inclusive, 50% of the personal property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Project Equipment, but for the City's ownership thereof; and

(d) in calendar years 2043 through 2045, inclusive, 75% of the personal property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on 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 Project Improvements are completed (expected 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 (calendar years 2029, 2031, 2033, 2035, 2037, 2039, 2041, 2043 and 2045) during the 20-year real property tax abatement period for the Real Property (i.e. the Project Site and 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 2045 tax year.

The Cost-Benefit Analysis included as Attachment B has been prepared on the basis of factual information and assumptions provided to Gilmore & Bell, P.C. by, or on behalf of, the City and the Company. This information is provided in conjunction with our legal representation of the City, as its bond counsel, for this transaction. It is not intended as financial advice or a financial recommendation to the Company, the City or any other taxing jurisdiction that may be affected by the Project. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

* * *

ATTACHMENT B

COST-BENEFIT ANALYSIS

[See Attached]

CITY OF NEOSHO, MISSOURI
(LZB MANUFACTURING, INC. PROJECT)

COST-BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

Table of Contents

	Page
Project Assumptions	1
Summary of Cost-Benefit Analysis	2
Estimated Real Property Tax Revenues on Project Site (Without Project Improvements)	3
Estimated Real Property Tax Revenues on Project Site and Project Improvements (Without Abatement)	4
Estimated PILOT Payments on Project Site and Project Improvements	5
Estimated Value of Real Property Tax Abatement on Project Site and Project Improvements	6
Estimated Personal Property Tax Revenues on Project Equipment (Without Abatement)	7
Estimated PILOT Payments on Project Equipment	8
Estimated Value of Personal Property Tax Abatement on Project Equipment	9

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

Project Assumptions

- **Initial year taxes assessed:** 2026
- **Estimated 2026 appraised value of Project Site (land only) where Project Improvements will be locatec** $ 586,000
- **Estimated 2026 assessed value of Project Site (land only) where Project Improvements will be located:** $ 187,520
- **Estimated appraised value of Project Improvements after completion (estimated at 80% of costs of constructing Project Improvements):**

Year	Est. Construction Cost	Est. Appraised Value
2026	$ 10,424,000	$ 8,339,200
2027	$ 4,576,000	$ 3,660,800
Totals:	$ 15,000,000	$ 12,000,000

- **Bi-annual growth rate of appraised value of Project Improvements:** 2.0%
- **Assessed value as a percentage of appraised value of the Project Site and Project Improvements (commercial):** 32.0%
- **Annual investments in Project Equipment:**

Year	Recovery Period	Est. Cost
2027	7-Year	$961,000
	Totals:	$ 961,000

- **Assessed value of Project Equipment as a percentage of estimated cost (personal property):** 33.33%
- **Terms of real and personal property tax abatement (calendar years 2026 through 2045, inclusive):**

Years	Abatement Percentage
Years 1-5 (2026 to 2030):	100%
Years 6-10 (2031 to 2035):	75%
Years 11-15 (2036 to 2040):	50%
Years 16-20 (2041 to 2045):	25%

- **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			Project Equipment			Real Property and Project Equipment		
Taxing Jurisdiction	**2025 Tax Rate Per $100 of AV**	**Total Estimated Tax Revenues from Project Site (Without Project Improvements)**	**Total Estimated Tax Revenues from Project Site and Project Improvements (No Abatement)**	**Total Estimated Value of Tax Abatement for Project Site and Project Improvements**	**Total Estimated PILOT Payments on Project Site and Project Improvements**	**Total Estimated Tax Revenues from Project Equipment (No Abatement)**	**Total Estimated Value of Tax Abatement for Project Equipment**	**Total Estimated PILOT Payments on Project Equipment**	**Total Estimated Tax Revenues from Project Site, Project Improvements and Project Equipment (No Abatement)**	**Total Estimated Value of Tax Abatement for Project Site, Project Improvements and Project Equipment**	**Total Estimated PILOT Payments on Project Site, Project Improvements and Project Equipment**
City of Neosho	$ 0.3356	$ 12,586	$ 266,517	$ 152,648	$ 113,869	$ 4,584	$ 3,966	$ 667	$ 271,101	$ 156,614	$ 114,537
Crowder College	0.4300	16,127	341,485	195,586	145,899	5,874	5,082	855	347,359	200,667	146,755
Neosho/Newton County Public Library District	0.0965	3,619	76,636	43,893	32,743	1,318	1,140	192	77,954	45,034	32,934
Neosho R-V School District	3.7295	139,871	2,961,786	1,696,364	1,265,422	50,945	44,076	7,418	3,012,731	1,740,440	1,272,840
Newton County Ambulance District*	0.3500	13,126	277,953	-	277,953	4,781	-	4,781	282,734	-	282,734
Newton County Health Department	0.0484	1,815	38,437	22,015	16,422	661	572	96	39,098	22,587	16,518
Newton County - Common Road District	0.2451	9,192	194,646	111,484	83,163	3,348	2,897	488	197,994	114,380	83,650
Newton County - County Fair	0.0097	364	7,703	4,412	3,291	133	115	19	7,836	4,527	3,311
Newton County - Developmental Disabilities Board (SB 40)	0.0582	2,183	46,220	26,472	19,747	795	688	116	47,015	27,160	19,863
Newton County - Mental Health	0.0808	3,030	64,167	36,752	27,416	1,104	955	161	65,271	37,707	27,576
State of Missouri Blind Pension Fund	0.0300	1,125	23,825	13,646	10,179	410	355	60	24,234	14,000	10,239
Surtax	0.4000	15,002	317,660	181,940	135,720	-	-	-	317,660	181,940	135,720
Totals	**5.8138**	**$ 218,041**	**$ 4,617,035**	**$ 2,485,211**	**$ 2,131,825**	**$ 73,952**	**$ 59,845**	**$ 14,852**	**$ 4,690,987**	**$ 2,545,055**	**$ 2,146,677**

*Pursuant to Section 100.050, RSMo., certain emergency service districts, including the Newton County Ambulance District (the "Ambulance District"), may elect to be reimbursed up to 100% of the real property taxes they would have received, but for the tax abatement. This analysis assumes the Ambulance District will elect to be reimbursed 100% of the real and personal property taxes it would have received in each year of the 20-year real and personal property tax abatement period (estimated to be 2026-2045) based on the estimated assessed value of the Real Property (i.e. the Project Site and Project Improvements) and Project Equipment, but for the real and personal property tax abatement. Thus, the total PILOTs payable to the Ambulance District in each year of the 20-year property tax abatement period will equal 100% of the ad valorem real and personal property taxes that the Ambulance District would have received based on the estimated assessed value of the Real Property and Project Equipment, but for the City's ownership of the Real Property and Project Equipment. This produces a net effect of no real or personal property tax abatement during the 20-year property tax abatement period (years 2026-2045) with respect to the Ambulance District.

Estimated Real Property Tax Revenues on Project Site (Without Project Improvements)

Estimated Assessed Value of Project Site (Without Project Improvements)*		**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
City of Neosho	$ 0.3356	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629
Crowder College	0.4300	806	806	806	806	806	806	806	806	806	806
Neosho/Newton County Public Library District	0.0965	181	181	181	181	181	181	181	181	181	181
Neosho R-V School District	3.7295	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994
Newton County Ambulance District*	0.3500	656	656	656	656	656	656	656	656	656	656
Newton County Health Department	0.0484	91	91	91	91	91	91	91	91	91	91
Newton County - Common Road District	0.2451	460	460	460	460	460	460	460	460	460	460
Newton County - County Fair	0.0097	18	18	18	18	18	18	18	18	18	18
Newton County - Developmental Disabilities Board (SB 40)	0.0582	109	109	109	109	109	109	109	109	109	109
Newton County - Mental Health	0.0808	152	152	152	152	152	152	152	152	152	152
State of Missouri Blind Pension Fund	0.0300	56	56	56	56	56	56	56	56	56	56
Surtax	0.4000	750	750	750	750	750	750	750	750	750	750
Totals	**5.8138**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**

Estimated Assessed Value of Project Site (Without Project Improvements)*		**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	**$ 187,520**	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**Total**
City of Neosho	$ 0.3356	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629	$ 629	$ 12,586
Crowder College	0.4300	806	806	806	806	806	806	806	806	806	806	16,127
Neosho/Newton County Public Library District	0.0965	181	181	181	181	181	181	181	181	181	181	3,619
Neosho R-V School District	3.7295	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994	6,994	139,871
Newton County Ambulance District*	0.3500	656	656	656	656	656	656	656	656	656	656	13,126
Newton County Health Department	0.0484	91	91	91	91	91	91	91	91	91	91	1,815
Newton County - Common Road District	0.2451	460	460	460	460	460	460	460	460	460	460	9,192
Newton County - County Fair	0.0097	18	18	18	18	18	18	18	18	18	18	364
Newton County - Developmental Disabilities Board (SB 40)	0.0582	109	109	109	109	109	109	109	109	109	109	2,183
Newton County - Mental Health	0.0808	152	152	152	152	152	152	152	152	152	152	3,030
State of Missouri Blind Pension Fund	0.0300	56	56	56	56	56	56	56	56	56	56	1,125
Surtax	0.4000	750	750	750	750	750	750	750	750	750	750	15,002
Totals	**5.8138**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 10,902**	**$ 218,041**

*Reflects estimated assessed valuation of Project Site if the Company did not construct the Project Improvements (i.e. new distribution center facility) on the Project Site; therefore, this assumes the Project Site would continue to be vacant undeveloped land, but assessed at the assessment rate of 32% (for commercial property) based on the estimated 2026 appraised value of $586,000

Estimated Real Property Tax Revenues on Project Site and Project Improvements (Without Abatement)

Estimated Assessed Value of Project Site and Project Improvements		**$ 187,520**	**$ 187,520**	**$ 4,027,520**	**$ 4,104,320**	**$ 4,104,320**	**$ 4,182,656**	**$ 4,182,656**	**$ 4,262,559**	**$ 4,262,559**	**$ 4,344,059**
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
City of Neosho	$ 0.3356	$ 629	$ 629	$ 13,516	$ 13,774	$ 13,774	$ 14,037	$ 14,037	$ 14,305	$ 14,305	$ 14,579
Crowder College	0.4300	806	806	17,318	17,649	17,649	17,985	17,985	18,329	18,329	18,679
Neosho/Newton County Public Library District	0.0965	181	181	3,887	3,961	3,961	4,036	4,036	4,113	4,113	4,192
Neosho R-V School District	3.7295	6,994	6,994	150,206	153,071	153,071	155,992	155,992	158,972	158,972	162,012
Newton County Ambulance District*	0.3500	656	656	14,096	14,365	14,365	14,639	14,639	14,919	14,919	15,204
Newton County Health Department	0.0484	91	91	1,949	1,986	1,986	2,024	2,024	2,063	2,063	2,103
Newton County - Common Road District	0.2451	460	460	9,871	10,060	10,060	10,252	10,252	10,448	10,448	10,647
Newton County - County Fair	0.0097	18	18	391	398	398	406	406	413	413	421
Newton County - Developmental Disabilities Board (SB 40)	0.0582	109	109	2,344	2,389	2,389	2,434	2,434	2,481	2,481	2,528
Newton County - Mental Health	0.0808	152	152	3,254	3,316	3,316	3,380	3,380	3,444	3,444	3,510
State of Missouri Blind Pension Fund	0.0300	56	56	1,208	1,231	1,231	1,255	1,255	1,279	1,279	1,303
Surtax	0.4000	750	750	16,110	16,417	16,417	16,731	16,731	17,050	17,050	17,376
Totals	**5.8138**	**$ 10,902**	**$ 10,902**	**$ 234,152**	**$ 238,617**	**$ 238,617**	**$ 243,171**	**$ 243,171**	**$ 247,817**	**$ 247,817**	**$ 252,555**

Estimated Assessed Value of Project Site and Project Improvements		**$ 4,344,059**	**$ 4,427,190**	**$ 4,427,190**	**$ 4,511,984**	**$ 4,511,984**	**$ 4,598,473**	**$ 4,598,473**	**$ 4,686,692**	**$ 4,686,692**	**$ 4,776,675**	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**Total**
City of Neosho	$ 0.3356	$ 14,579	$ 14,858	$ 14,858	$ 15,142	$ 15,142	$ 15,432	$ 15,432	$ 15,729	$ 15,729	$ 16,031	$ 266,517
Crowder College	0.4300	18,679	19,037	19,037	19,402	19,402	19,773	19,773	20,153	20,153	20,540	341,485
Neosho/Newton County Public Library District	0.0965	4,192	4,272	4,272	4,354	4,354	4,438	4,438	4,523	4,523	4,609	76,636
Neosho R-V School District	3.7295	162,012	165,112	165,112	168,274	168,274	171,500	171,500	174,790	174,790	178,146	2,961,786
Newton County Ambulance District*	0.3500	15,204	15,495	15,495	15,792	15,792	16,095	16,095	16,403	16,403	16,718	277,953
Newton County Health Department	0.0484	2,103	2,143	2,143	2,184	2,184	2,226	2,226	2,268	2,268	2,312	38,437
Newton County - Common Road District	0.2451	10,647	10,851	10,851	11,059	11,059	11,271	11,271	11,487	11,487	11,708	194,646
Newton County - County Fair	0.0097	421	429	429	438	438	446	446	455	455	463	7,703
Newton County - Developmental Disabilities Board (SB 40)	0.0582	2,528	2,577	2,577	2,626	2,626	2,676	2,676	2,728	2,728	2,780	46,220
Newton County - Mental Health	0.0808	3,510	3,577	3,577	3,646	3,646	3,716	3,716	3,787	3,787	3,860	64,167
State of Missouri Blind Pension Fund	0.0300	1,303	1,328	1,328	1,354	1,354	1,380	1,380	1,406	1,406	1,433	23,825
Surtax	0.4000	17,376	17,709	17,709	18,048	18,048	18,394	18,394	18,747	18,747	19,107	317,660
Totals	**5.8138**	**$ 252,555**	**$ 257,388**	**$ 257,388**	**$ 262,318**	**$ 262,318**	**$ 267,346**	**$ 267,346**	**$ 272,475**	**$ 272,475**	**$ 277,706**	**$ 4,617,035**

		Estimated Real Property Assessed Value of Project Site and Project Improvements									
	Est. Appraised Value	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
Project Site	187,520	187,520	187,520	187,520	187,520	187,520	187,520	187,520	187,520	187,520	187,520
Project Improvements (completed in 2027)	12,000,000	-	-	3,840,000	3,916,800	3,916,800	3,995,136	3,995,136	4,075,039	4,075,039	4,156,539
Total Estimated Assessed Value of Real Property:		**187,520**	**187,520**	**4,027,520**	**4,104,320**	**4,104,320**	**4,182,656**	**4,182,656**	**4,262,559**	**4,262,559**	**4,344,059**

		2036	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**
Project Site	187,520	187,520	187,520	187,520	187,520	187,520	187,520	187,520	187,520	187,520	187,520
Project Improvements (completed in 2027)	12,000,000	4,156,539	4,239,670	4,239,670	4,324,464	4,324,464	4,410,953	4,410,953	4,499,172	4,499,172	4,589,155
Total Estimated Assessed Value of Real Property:		**4,344,059**	**4,427,190**	**4,427,190**	**4,511,984**	**4,511,984**	**4,598,473**	**4,598,473**	**4,686,692**	**4,686,692**	**4,776,675**

Estimated PILOT Payments on Project Site and Project Improvements

Estimated Assessed Value of Project Site and Project Improvements	**$ 187,520**	**$ 187,520**	**$ 4,027,520**	**$ 4,104,320**	**$ 4,104,320**	**$ 4,182,656**	**$ 4,182,656**	**$ 4,262,559**	**$ 4,262,559**	**$ 4,344,059**
PILOT Payment (all taxing jurisdictions, excluding Ambulance District)	**0%**	**0%**	**0%**	**0%**	**0%**	**25%**	**25%**	**25%**	**25%**	**25%**
PILOT Payment (Ambulance District)*	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
City of Neosho	$ 0.3356	$ -	$ -	$ -	$ -	$ -	$ 3,509	$ 3,509	$ 3,576	$ 3,576	$ 3,645
Crowder College	0.4300	-	-	-	-	-	4,496	4,496	4,582	4,582	4,670
Neosho/Newton County Public Library District	0.0965	-	-	-	-	-	1,009	1,009	1,028	1,028	1,048
Neosho R-V School District	3.7295	-	-	-	-	-	38,998	38,998	39,743	39,743	40,503
Newton County Ambulance District*	0.3500	656	656	14,096	14,365	14,365	14,639	14,639	14,919	14,919	15,204
Newton County Health Department	0.0484	-	-	-	-	-	506	506	516	516	526
Newton County - Common Road District	0.2451	-	-	-	-	-	2,563	2,563	2,612	2,612	2,662
Newton County - County Fair	0.0097	-	-	-	-	-	101	101	103	103	105
Newton County - Developmental Disabilities Board (SB 40)	0.0582	-	-	-	-	-	609	609	620	620	632
Newton County - Mental Health	0.0808	-	-	-	-	-	845	845	861	861	878
State of Missouri Blind Pension Fund	0.0300	-	-	-	-	-	314	314	320	320	326
Surtax	0.4000	-	-	-	-	-	4,183	4,183	4,263	4,263	4,344
Totals	**5.8138**	**$ 656**	**$ 656**	**$ 14,096**	**$ 14,365**	**$ 14,365**	**$ 71,772**	**$ 71,772**	**$ 73,143**	**$ 73,143**	**$ 74,542**

Estimated Assessed Value of Project Site and Project Improvements	**$ 4,344,059**	**$ 4,427,190**	**$ 4,427,190**	**$ 4,511,984**	**$ 4,511,984**	**$ 4,598,473**	**$ 4,598,473**	**$ 4,686,692**	**$ 4,686,692**	**$ 4,776,675**
PILOT Payment (all taxing jurisdictions, excluding Ambulance District)	**50%**	**50%**	**50%**	**50%**	**50%**	**75%**	**75%**	**75%**	**75%**	**75%**
PILOT Payment (Ambulance District)*	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**Total**
City of Neosho	$ 0.3356	$ 7,289	$ 7,429	$ 7,429	$ 7,571	$ 7,571	$ 11,574	$ 11,574	$ 11,796	$ 11,796	$ 12,023	$ 113,869
Crowder College	0.4300	9,340	9,518	9,518	9,701	9,701	14,830	14,830	15,115	15,115	15,405	145,899
Neosho/Newton County Public Library District	0.0965	2,096	2,136	2,136	2,177	2,177	3,328	3,328	3,392	3,392	3,457	32,743
Neosho R-V School District	3.7295	81,006	82,556	82,556	84,137	84,137	128,625	128,625	131,093	131,093	133,610	1,265,422
Newton County Ambulance District*	0.3500	15,204	15,495	15,495	15,792	15,792	16,095	16,095	16,403	16,403	16,718	277,953
Newton County Health Department	0.0484	1,051	1,071	1,071	1,092	1,092	1,669	1,669	1,701	1,701	1,734	16,422
Newton County - Common Road District	0.2451	5,324	5,426	5,426	5,529	5,529	8,453	8,453	8,615	8,615	8,781	83,163
Newton County - County Fair	0.0097	211	215	215	219	219	335	335	341	341	348	3,291
Newton County - Developmental Disabilities Board (SB 40)	0.0582	1,264	1,288	1,288	1,313	1,313	2,007	2,007	2,046	2,046	2,085	19,747
Newton County - Mental Health	0.0808	1,755	1,789	1,789	1,823	1,823	2,787	2,787	2,840	2,840	2,895	27,416
State of Missouri Blind Pension Fund	0.0300	652	664	664	677	677	1,035	1,035	1,055	1,055	1,075	10,179
Surtax	0.4000	8,688	8,854	8,854	9,024	9,024	13,795	13,795	14,060	14,060	14,330	135,720
Totals	**5.8138**	**$ 133,880**	**$ 136,442**	**$ 136,442**	**$ 139,055**	**$ 139,055**	**$ 204,533**	**$ 204,533**	**$ 208,457**	**$ 208,457**	**$ 212,459**	**$ 2,131,825**

*Pursuant to Section 100.050, RSMo., certain emergency service districts, including the Newton County Ambulance District (the "Ambulance District"), may elect to be reimbursed up to 100% of the real property taxes they would have received, but for the tax abatement. This analysis assumes the Ambulance District will elect to be reimbursed 100% of the real property taxes it would have received in each year of the 20-year real property tax abatement period (estimated to be 2026-2045) based on the estimated assessed value of the Project Site and Project Improvements, but for the real property tax abatement. Thus, the total PILOTs payable to the Ambulance District in each year of the 20-year real property tax abatement period will equal 100% of the ad valorem real property taxes that the Ambulance District would have received based on the estimated assessed value of the Project Site and Project Improvements, but for the City's ownership of the Project Site and Project Improvements. This produces a net effect of no real property tax abatement during the 20-year real property tax abatement period with respect to the Ambulance District.

Estimated Value of Real Property Tax Abatement on Project Site and Project Improvements

Estimated Assessed Value of Project Site and Project Improvements		**$ 187,520**	**$ 187,520**	**$ 4,027,520**	**$ 4,104,320**	**$ 4,104,320**	**$ 4,182,656**	**$ 4,182,656**	**$ 4,262,559**	**$ 4,262,559**	**$ 4,344,059**	
Abatement Percentage (all taxing jurisdictions, excluding Ambulance District)		**100%**	**100%**	**100%**	**100%**	**100%**	**75%**	**75%**	**75%**	**75%**	**75%**	
Abatement Percentage (Ambulance District)*		**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	
City of Neosho	$ 0.3356	$ 629	$ 629	$ 13,516	$ 13,774	$ 13,774	$ 10,528	$ 10,528	$ 10,729	$ 10,729	$ 10,934	
Crowder College	0.4300	806	806	17,318	17,649	17,649	13,489	13,489	13,747	13,747	14,010	
Neosho/Newton County Public Library District	0.0965	181	181	3,887	3,961	3,961	3,027	3,027	3,085	3,085	3,144	
Neosho R-V School District	3.7295	6,994	6,994	150,206	153,071	153,071	116,994	116,994	119,229	119,229	121,509	
Newton County Ambulance District*	0.3500	-	-	-	-	-	-	-	-	-	-	
Newton County Health Department	0.0484	91	91	1,949	1,986	1,986	1,518	1,518	1,547	1,547	1,577	
Newton County - Common Road District	0.2451	460	460	9,871	10,060	10,060	7,689	7,689	7,836	7,836	7,985	
Newton County - County Fair	0.0097	18	18	391	398	398	304	304	310	310	316	
Newton County - Developmental Disabilities Board (SB 40)	0.0582	109	109	2,344	2,389	2,389	1,826	1,826	1,861	1,861	1,896	
Newton County - Mental Health	0.0808	152	152	3,254	3,316	3,316	2,535	2,535	2,583	2,583	2,633	
State of Missouri Blind Pension Fund	0.0300	56	56	1,208	1,231	1,231	941	941	959	959	977	
Surtax	0.4000	750	750	16,110	16,417	16,417	12,548	12,548	12,788	12,788	13,032	
Totals	**5.8138**	**$ 10,246**	**$ 10,246**	**$ 220,056**	**$ 224,252**	**$ 224,252**	**$ 171,399**	**$ 171,399**	**$ 174,673**	**$ 174,673**	**$ 178,013**	

Estimated Assessed Value of Project Site and Project Improvements		**$ 4,344,059**	**$ 4,427,190**	**$ 4,427,190**	**$ 4,511,984**	**$ 4,511,984**	**$ 4,598,473**	**$ 4,598,473**	**$ 4,686,692**	**$ 4,686,692**	**$ 4,776,675**	
Abatement Percentage (all taxing jurisdictions, excluding Ambulance District)		**50%**	**50%**	**50%**	**50%**	**50%**	**25%**	**25%**	**25%**	**25%**	**25%**	
Abatement Percentage (Ambulance District)*		**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**Total**
City of Neosho	$ 0.3356	$ 7,289	$ 7,429	$ 7,429	$ 7,571	$ 7,571	$ 3,858	$ 3,858	$ 3,932	$ 3,932	$ 4,008	$ 152,648
Crowder College	0.4300	9,340	9,518	9,518	9,701	9,701	4,943	4,943	5,038	5,038	5,135	195,586
Neosho/Newton County Public Library District	0.0965	2,096	2,136	2,136	2,177	2,177	1,109	1,109	1,131	1,131	1,152	43,893
Neosho R-V School District	3.7295	81,006	82,556	82,556	84,137	84,137	42,875	42,875	43,698	43,698	44,537	1,696,364
Newton County Ambulance District*	0.3500	-	-	-	-	-	-	-	-	-	-	-
Newton County Health Department	0.0484	1,051	1,071	1,071	1,092	1,092	556	556	567	567	578	22,015
Newton County - Common Road District	0.2451	5,324	5,426	5,426	5,529	5,529	2,818	2,818	2,872	2,872	2,927	111,484
Newton County - County Fair	0.0097	211	215	215	219	219	112	112	114	114	116	4,412
Newton County - Developmental Disabilities Board (SB 40)	0.0582	1,264	1,288	1,288	1,313	1,313	669	669	682	682	695	26,472
Newton County - Mental Health	0.0808	1,755	1,789	1,789	1,823	1,823	929	929	947	947	965	36,752
State of Missouri Blind Pension Fund	0.0300	652	664	664	677	677	345	345	352	352	358	13,646
Surtax	0.4000	8,688	8,854	8,854	9,024	9,024	4,598	4,598	4,687	4,687	4,777	181,940
Totals	**5.8138**	**$ 118,675**	**$ 120,946**	**$ 120,946**	**$ 123,263**	**$ 123,263**	**$ 62,813**	**$ 62,813**	**$ 64,018**	**$ 64,018**	**$ 65,247**	**$ 2,485,211**

*Pursuant to Section 100.050, RSMo., certain emergency service districts, including the Newton County Ambulance District (the "Ambulance District"), may elect to be reimbursed up to 100% of the real property taxes they would have received, but for the tax abatement. This analysis assumes the Ambulance District will elect to be reimbursed 100% of the real property taxes it would have received in each year of the 20-year real property tax abatement period (estimated to be 2026-2045) based on the estimated assessed value of the Project Site and Project Improvements, but for the real property tax abatement. Thus, the total PILOTs payable to the Ambulance District in each year of the 20-year real property tax abatement period will equal 100% of the ad valorem real property taxes that the Ambulance District would have received based on the estimated assessed value of the Project Site and Project Improvements, but for the City's ownership of the Project Site and Project Improvements. This produces a net effect of no real property tax abatement during the 20-year real property tax abatement period with respect to the Ambulance District.

Estimated Personal Property Tax Revenues on Project Equipment (Without Abatement)

Estimated Assessed Value of Project Equipment		**$ -**	**$ -**	**$ 285,997**	**$ 224,723**	**$ 176,582**	**$ 137,345**	**$ 98,108**	**$ 58,871**	**$ 32,030**	**$ 32,030**
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
City of Neosho	$ 0.3356	$ -	$ -	$ 960	$ 754	$ 593	$ 461	$ 329	$ 198	$ 107	$ 107
Crowder College	0.4300	-	-	1,230	966	759	591	422	253	138	138
Neosho/Newton County Public Library District	0.0965	-	-	276	217	170	133	95	57	31	31
Neosho R-V School District	3.7295	-	-	10,666	8,381	6,586	5,122	3,659	2,196	1,195	1,195
Newton County Ambulance District*	0.3500	-	-	1,001	787	618	481	343	206	112	112
Newton County Health Department	0.0484	-	-	138	109	85	66	47	28	16	16
Newton County - Common Road District	0.2451	-	-	701	551	433	337	240	144	79	79
Newton County - County Fair	0.0097	-	-	28	22	17	13	10	6	3	3
Newton County - Developmental Disabilities Board (SB 40)	0.0582	-	-	166	131	103	80	57	34	19	19
Newton County - Mental Health	0.0808	-	-	231	182	143	111	79	48	26	26
State of Missouri Blind Pension Fund	0.0300	-	-	86	67	53	41	29	18	10	10
Totals	**5.4138**	**$ -**	**$ -**	**$ 15,483**	**$ 12,166**	**$ 9,560**	**$ 7,436**	**$ 5,311**	**$ 3,187**	**$ 1,734**	**$ 1,734**

Estimated Assessed Value of Project Equipment		**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**Total**
City of Neosho	$ 0.3356	$ 107	$ 107	$ 107	$ 107	$ 107	$ 107	$ 107	$ 107	$ 107	$ 107	$ 4,584
Crowder College	0.4300	138	138	138	138	138	138	138	138	138	138	5,874
Neosho/Newton County Public Library District	0.0965	31	31	31	31	31	31	31	31	31	31	1,318
Neosho R-V School District	3.7295	1,195	1,195	1,195	1,195	1,195	1,195	1,195	1,195	1,195	1,195	50,945
Newton County Ambulance District*	0.3500	112	112	112	112	112	112	112	112	112	112	4,781
Newton County Health Department	0.0484	16	16	16	16	16	16	16	16	16	16	661
Newton County - Common Road District	0.2451	79	79	79	79	79	79	79	79	79	79	3,348
Newton County - County Fair	0.0097	3	3	3	3	3	3	3	3	3	3	133
Newton County - Developmental Disabilities Board (SB 40)	0.0582	19	19	19	19	19	19	19	19	19	19	795
Newton County - Mental Health	0.0808	26	26	26	26	26	26	26	26	26	26	1,104
State of Missouri Blind Pension Fund	0.0300	10	10	10	10	10	10	10	10	10	10	410
Totals	**5.4138**	**$ 1,734**	**$ 1,734**	**$ 1,734**	**$ 1,734**	**$ 1,734**	**$ 1,734**	**$ 1,734**	**$ 1,734**	**$ 1,734**	**$ 1,734**	**$ 73,952**

		Project Equipment - Estimated Personal Property Assessed Value (7-Year Depreciation)									
Acquisition Year	**Est. Cost**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
2027	$ 961,000	-	-	285,997	224,723	176,582	137,345	98,108	58,871	32,030	32,030
Total Assessed Valuation - Project Equipment:		**-**	**-**	**285,997**	**224,723**	**176,582**	**137,345**	**98,108**	**58,871**	**32,030**	**32,030**

Acquisition Year	**Est. Cost**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**
2027	$ 961,000	32,030	32,030	32,030	32,030	32,030	32,030	32,030	32,030	32,030	32,030
Total Assessed Valuation - Project Equipment:		**32,030**	**32,030**	**32,030**	**32,030**	**32,030**	**32,030**	**32,030**	**32,030**	**32,030**	**32,030**

Estimated PILOT Payments on Project Equipment

Estimated Assessed Value of Project Equipment (acquired in 2027)	**$ -**	**$ -**	**$ 285,997**	**$ 224,723**	**$ 176,582**	**$ 137,345**	**$ 98,108**	**$ 58,871**	**$ 32,030**	**$ 32,030**				
PILOT Payment (all taxing jurisdictions, excluding Ambulance District)	**-**	**-**	**0%**	**0%**	**0%**	**0%**	**0%**	**25%**	**25%**	**25%**				
PILOT Payment (Ambulance District)*	**-**	**-**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**				

Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
City of Neosho	$ 0.3356	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 49	$ 27	$ 27
Crowder College	0.4300	-	-	-	-	-	-	-	63	34	34
Neosho/Newton County Public Library District	0.0965	-	-	-	-	-	-	-	14	8	8
Neosho R-V School District	3.7295	-	-	-	-	-	-	-	549	299	299
Newton County Ambulance District*	0.3500	-	-	1,001	787	618	481	343	206	112	112
Newton County Health Department	0.0484	-	-	-	-	-	-	-	7	4	4
Newton County - Common Road District	0.2451	-	-	-	-	-	-	-	36	20	20
Newton County - County Fair	0.0097	-	-	-	-	-	-	-	1	1	1
Newton County - Developmental Disabilities Board (SB 40)	0.0582	-	-	-	-	-	-	-	9	5	5
Newton County - Mental Health	0.0808	-	-	-	-	-	-	-	12	6	6
State of Missouri Blind Pension Fund	0.0300	-	-	-	-	-	-	-	4	2	2
Totals	**5.4138**	**$ -**	**$ -**	**$ 1,001**	**$ 787**	**$ 618**	**$ 481**	**$ 343**	**$ 951**	**$ 518**	**$ 518**

Estimated Assessed Value of Project Equipment	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**		
PILOT Payment (all taxing jurisdictions, excluding Ambulance District)	**25%**	**25%**	**50%**	**50%**	**50%**	**50%**	**50%**	**75%**	**75%**	**75%**		
PILOT Payment (Ambulance District)*	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**		

Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**Total**
City of Neosho	$ 0.3356	$ 27	$ 27	$ 54	$ 54	$ 54	$ 54	$ 54	$ 81	$ 81	$ 81	$ 667
Crowder College	0.4300	34	34	69	69	69	69	69	103	103	103	855
Neosho/Newton County Public Library District	0.0965	8	8	15	15	15	15	15	23	23	23	192
Neosho R-V School District	3.7295	299	299	597	597	597	597	597	896	896	896	7,418
Newton County Ambulance District*	0.3500	112	112	112	112	112	112	112	112	112	112	4,781
Newton County Health Department	0.0484	4	4	8	8	8	8	8	12	12	12	96
Newton County - Common Road District	0.2451	20	20	39	39	39	39	39	59	59	59	488
Newton County - County Fair	0.0097	1	1	2	2	2	2	2	2	2	2	19
Newton County - Developmental Disabilities Board (SB 40)	0.0582	5	5	9	9	9	9	9	14	14	14	116
Newton County - Mental Health	0.0808	6	6	13	13	13	13	13	19	19	19	161
State of Missouri Blind Pension Fund	0.0300	2	2	5	5	5	5	5	7	7	7	60
Totals	**5.4138**	**$ 518**	**$ 518**	**$ 923**	**$ 923**	**$ 923**	**$ 923**	**$ 923**	**$ 1,329**	**$ 1,329**	**$ 1,329**	**$ 14,852**

*Pursuant to Section 100.050, RSMo., certain emergency service districts, including the Newton County Ambulance District (the "Ambulance District"), may elect to be reimbursed up to 100% of the personal property taxes they would have received, but for the tax abatement. This analysis assumes the Ambulance District will elect to be reimbursed 100% of the personal property taxes it would have received in each year of the personal property tax abatement period (estimated to be 2028-2045) based on the estimated assessed value of the Project Equipment, but for the personal property tax abatement. Thus, the total PILOTs payable to the Ambulance District in each year of the personal property tax abatement period will equal 100% of the ad valorem personal property taxes that the Ambulance District would have received based on the estimated assessed value of the Project Equipment, but for the City's ownership of the Project Equipment. This produces a net effect of no personal property tax abatement during the personal property tax abatement period with respect to the Ambulance District.

Estimated Value of Personal Property Tax Abatement on Project Equipment

Estimated Assessed Value of Project Equipment		**$ -**	**$ -**	**$ 285,997**	**$ 224,723**	**$ 176,582**	**$ 137,345**	**$ 98,108**	**$ 58,871**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**
Abatement Percentage (all taxing jurisdictions, excluding Ambulance District)		**-**	**-**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**75%**	**75%**	**75%**	**75%**	**75%**	**75%**
Abatement Percentage (Ambulance District)*		**-**	**-**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**
Taxing Jurisdiction	**2025 Tax Rate per $100 of AV**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**
City of Neosho	$ 0.3356	$ -	$ -	$ 960	$ 754	$ 593	$ 461	$ 329	$ 198	$ 81	$ 81	$ 81	$ 81	$ 54	$ 54
Crowder College	0.4300	-	-	1,230	966	759	591	422	253	103	103	103	103	69	69
Neosho/Newton County Public Library District	0.0965	-	-	276	217	170	133	95	57	23	23	23	23	15	15
Neosho R-V School District	3.7295	-	-	10,666	8,381	6,586	5,122	3,659	2,196	896	896	896	896	597	597
Newton County Ambulance District*	0.3500	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Newton County Health Department	0.0484	-	-	138	109	85	66	47	28	12	12	12	12	8	8
Newton County - Common Road District	0.2451	-	-	701	551	433	337	240	144	59	59	59	59	39	39
Newton County - County Fair	0.0097	-	-	28	22	17	13	10	6	2	2	2	2	2	2
Newton County - Developmental Disabilities Board (SB 40)	0.0582	-	-	166	131	103	80	57	34	14	14	14	14	9	9
Newton County - Mental Health	0.0808	-	-	231	182	143	111	79	48	19	19	19	19	13	13
State of Missouri Blind Pension Fund	0.0300	-	-	86	67	53	41	29	18	7	7	7	7	5	5
Totals	**5.4138**	**$ -**	**$ -**	**$ 14,482**	**$ 11,380**	**$ 8,942**	**$ 6,955**	**$ 4,968**	**$ 2,981**	**$ 1,216**	**$ 1,216**	**$ 1,216**	**$ 1,216**	**$ 811**	**$ 811**

Estimated Assessed Value of Project Equipment	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	**$ 32,030**	
Abatement Percentage (all taxing jurisdictions, excluding Ambulance District)	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**50%**	**25%**	**25%**	**25%**	**25%**	
Abatement Percentage (Ambulance District)*	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	
Taxing Jurisdiction	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**Total**					
City of Neosho	$ 54	$ 54	$ 54	$ 27	$ 27	$ 27	$ 3,966					
Crowder College	69	69	69	34	34	34	5,082					
Neosho/Newton County Public Library District	15	15	15	8	8	8	1,140					
Neosho R-V School District	597	597	597	299	299	299	44,076					
Newton County Ambulance District*	-	-	-	-	-	-	-					
Newton County Health Department	8	8	8	4	4	4	572					
Newton County - Common Road District	39	39	39	20	20	20	2,897					
Newton County - County Fair	2	2	2	1	1	1	115					
Newton County - Developmental Disabilities Board (SB 40)	9	9	9	5	5	5	688					
Newton County - Mental Health	13	13	13	6	6	6	955					
State of Missouri Blind Pension Fund	5	5	5	2	2	2	355					
Totals	**$ 811**	**$ 811**	**$ 811**	**$ 405**	**$ 405**	**$ 405**	**$ 59,845**					

*Pursuant to Section 100.050, RSMo., certain emergency service districts, including the Newton County Ambulance District (the "Ambulance District"), may elect to be reimbursed up to 100% of the personal property taxes they would have received, but for the tax abatement. This analysis assumes the Ambulance District will elect to be reimbursed 100% of the personal property taxes it would have received in each year of the personal property tax abatement period (estimated to be 2028-2045) based on the estimated assessed value of the Project Equipment, but for the personal property tax abatement. Thus, the total PILOTs payable to the Ambulance District in each year of the personal property tax abatement period will equal 100% of the ad valorem personal property taxes that the Ambulance District would have received based on the estimated assessed value of the Project Equipment, but for the City's ownership of the Project Equipment. This produces a net effect of no personal property tax abatement during the personal property tax abatement period with respect to the Ambulance District.

CITY OF NEOSHO, MISSOURI,
the City

AND

UMB BANK, N.A.,
as Trustee

_____

TRUST INDENTURE

Dated as of June 1, 2026

_____

Relating to:

$18,500,000
(Aggregate Maximum Principal Amount)
City of Neosho, Missouri
Taxable Industrial Development Revenue Bonds
(LZB Manufacturing, Inc. Project)
Series 2026

TRUST INDENTURE

TABLE OF CONTENTS

Page

Parties 1
Recitals 1
Granting Clauses 2

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms 3
Section 102. Rules of Interpretation 9
Section 103. Date of Indenture 9

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds 10
Section 202. Nature of Obligation 10
Section 203. Denomination, Number and Dating of the Bonds 10
Section 204. Method and Place of Payment of Bonds 10
Section 205. Execution and Authentication of Bonds 11
Section 206. Registration, Transfer and Exchange of Bonds 11
Section 207. Persons Deemed Owners of Bonds 12
Section 208. Authorization of the Bonds 12
Section 209. Mutilated, Lost, Stolen or Destroyed Bonds 14
Section 210. Cancellation and Destruction of Bonds Upon Payment 14

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds 15
Section 302. Effect of Call for Redemption 15
Section 303. Notice of Redemption 16

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally 16

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds 16
Section 502. Deposits into the Project Fund 16
Section 503. Disbursements from the Project Fund 17
Section 504. Completion of the Project 17
Section 505. Deposits into and Disbursements from the Costs of Issuance Fund 17
Section 506. Disposition Upon Acceleration 17

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Bond Fund 18
Section 602. Application of Moneys in the Bond Fund 18
Section 603. Payments Due on Days Other than Business Days 19
Section 604. Nonpresentment of Bonds 19

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust 19
Section 702. Investment of Moneys in Project Fund and Bond Fund 19
Section 703. Record Keeping 20

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest 20
Section 802. Authority to Execute Indenture and Issue Bonds 20
Section 803. Performance of Covenants 20
Section 804. Instruments of Further Assurance 21
Section 805. Recordings and Filings 21
Section 806. Inspection of Project Books 21
Section 807. Enforcement of Rights Under the Lease 21

ARTICLE IX

DEFAULT AND REMEDIES

Section 901 Events of Default; Notice; Opportunity to Cure 22
Section 902. Acceleration of Maturity in Event of Default; Rescission; Re 22
Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession 23
Section 904. Appointment of Receivers in Event of Default 23
Section 905. Exercise of Remedies by the Trustee 23
Section 906. Limitation on Exercise of Remedies by Owners 24
Section 907. Right of Owners to Direct Proceedings 24

Section 908. Application of Moneys in Event of Default 24
Section 909. Remedies Cumulative 26
Section 910. Waivers of Events of Default 26

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts 26
Section 1002. Fees, Charges and Expenses of the Trustee 29
Section 1003. Notice to Owners if Default Occurs 30
Section 1004. Intervention by the Trustee 30
Section 1005. Successor Trustee Upon Merger, Consolidation or Sale 30
Section 1006. Resignation of Trustee 30
Section 1007. Removal of Trustee 30
Section 1008. Appointment of Successor Trustee 31
Section 1009. Vesting of Trusts in Successor Trustee 31
Section 1010. Right of Trustee to Pay Taxes and Other Charges 31
Section 1011. Trust Estate May be Vested in Co-Trustee 32
Section 1012. Accounting 32
Section 1013. Performance of Duties Under the Lease 32

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners 33
Section 1102. Supplemental Indentures Requiring Consent of Owners 33
Section 1103. Company's Consent to Supplemental Indentures 34
Section 1104. Opinion of Counsel 34

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners 34
Section 1202. Supplemental Leases Requiring Consent of Owners 34
Section 1203. Opinion of Counsel 35

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture 35
Section 1302. Bonds Deemed to be Paid 35

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners 36

Section 1402. Limitation of Rights Under this Indenture 37
Section 1403. Notices.....37
Section 1404. Severability.....38
Section 1405. Execution in Counterparts.....38
Section 1406. Governing Law.....38
Section 1407. Electronic Transaction and Digital Signature 38
Section 1408. Anti-Discrimination Against Israel Act 38
Section 1409. City Consents and Approvals.....39

Exhibit A - Project Site
Exhibit B - Project Improvements
Exhibit C - Project Equipment
Exhibit D - Form of Bonds
Exhibit E - Form of Representation Letter

TRUST INDENTURE

THIS TRUST INDENTURE, dated as of June 1, 2026 (this **"Indenture"**), between the **CITY OF NEOSHO, 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 LZB Manufacturing, Inc., a Michigan corporation (the **"Company"**), consisting of (a) acquiring an approximately 25 acre parcel of real property located at the intersection of Doniphan Drive and Hempstead Avenue in the City (the **"Project Site,"** as legally described on **Exhibit A** hereto), (b) constructing a new approximately 150,660 square foot distribution center facility on the Project Site to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City (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 Ordinance No. [_____] on June 2, 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 (LZB Manufacturing, Inc. Project), Series 2026, in the maximum principal amount of $18,500,000 (the **"Bonds"**), to pay or reimburse the costs of acquiring the Project Site, 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 Project Site and the Project Improvements to be constructed thereon (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, including but not limited to La-Z-Boy Incorporated, Inc.

"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 Newton County, Missouri.

"Authorized City Representative" means the Mayor, the Mayor Pro Tem, 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 Mayor Pro Tem. 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 (LZB Manufacturing, Inc. Project), Series 2026, in the maximum aggregate principal amount of $18,500,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Neosho, Missouri, Bond Fund – LZB Manufacturing, Inc. 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 Neosho, 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 LZB Manufacturing, Inc., a Michigan corporation, 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 Neosho, Missouri, Costs of Issuance Fund – LZB Manufacturing, Inc. 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 $18,500,000 as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

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

"Financing Document" means any loan agreement, credit agreement, 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 June 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 June 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 one 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 Project Site, 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 Project Site, 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 Project Site 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 Neosho, Missouri, Project Fund – LZB Manufacturing, Inc. Project" created in **Section 501**.

"Project Improvements" means the new approximately 150,660 square foot distribution center facility to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City to be constructed on the Project Site pursuant to **Article IV** of the Lease and paid for in whole 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.

"Real Property" means, collectively, the Project Site 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 June 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 Neosho, Missouri, Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $18,500,000.

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 Mayor Pro Tem 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 $18,500,000 for the purpose of providing funds to pay Project Costs, which Bonds shall be designated the "City of Neosho, Missouri, Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2045 (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, 2045. 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 City, 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 Neosho, Missouri, Project Fund – LZB Manufacturing, Inc. Project" (herein called the **"Project Fund"**).

(b) "City of Neosho, Missouri, Bond Fund – LZB Manufacturing, Inc. Project" (herein called the **"Bond Fund"**).

(c) "City of Neosho, Missouri, Costs of Issuance Fund – LZB Manufacturing, Inc. 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 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.

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 in the absence of negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, 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 except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), 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 bad faith, 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 and subject to the Company's reasonable and standard 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.

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.

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, Mayor Pro Tem 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 upon approval by the City of the records and accounts of the predecessor Trustee, a release of the predecessor Trustee by 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 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 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 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 establishes to the satisfaction of the Trustee

the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any Affiliate thereof.

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 Neosho, Missouri
203 E. Main Street
Neosho, Missouri 64850
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:

LZB Manufacturing, Inc.
One La-Z-Boy Drive
Monroe, Michigan 48162
Attention: John Nickel – Senior Counsel

with a copy to:

Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, Pennsylvania 15222
Attention: Shannon S. Vukmir

(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 Mayor Pro Tem, 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 Mayor Pro Tem, 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 NEOSHO, MISSOURI

By: _____
Name: Tom Workman
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Cheyenne Wright
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 Newton County, Missouri, upon which the Project Improvements and Project Equipment will be located, as more specifically described below:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10 AND A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11 ALL IN TOWNSHIP 24 NORTH RANGE 32 WEST, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT A FOUND IRON PIN AT THE INTERSECTION OF DONIPHAN DRIVE AND HEMPSTEAD AVENUE CENTERLINES, SAID POINT LYING N18°53'42"W 3973.29 FEET FROM THE SOUTHEAST CORNER OF SECTION 10, THENCE S59°01'13"E 50.0 FEET; THENCE N30°57'48"E 40.0 FEET TO THE POINT OF BEGINNING; THENCE ALONG N30°57'48"E ALONG THE RIGHT OF WAY OF DONIPHAN DRIVE 569.74 FEET TO A FOUND IRON PIN; THENCE LEAVING DONIPHAN DRIVE S59°01'44"E 300.0 FEET (M. S59°01'03"E 299.86 FEET) TO A FOUND IRON PIN; THENCE N30°57'16"E (M. N30°58'59"E) 210.0 FEET TO A FOUND IRON PIN ON THE SOUTHERLY LINE OF WILLIAMS AVENUE; THENCE ALONG WILLIAMS AVENUE S59°01'39"E 1161.68 FEET TO A FOUND IRON PIN THE CENTERLINE OF BUNCH STREET; THENCE ALONG BUNCH STREET S30°58'48"W 779.87 FEET TO A FOUND IRON PIN ON THE NORTHERLY LINE OF HEMPSTEAD AVENUE; THENCE ALONG HEMPSTEAD AVENUE N59°01'13"W 1461.39 FEET TO THE POINT OF BEGINNING; CONTAINING 24.72 ACRES, MORE OR LESS.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consists of the construction of a new approximately 150,660 square foot distribution center facility on the Project Site to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City, 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 $18,500,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF NEOSHO, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(LZB MANUFACTURING, INC. PROJECT)
SERIES 2026

Interest Rate	Maturity Date	Dated Date
5.00%	December 1, 2045	June [___], 2026

OWNER: **LZB MANUFACTURING, INC.**

MAXIMUM PRINCIPAL AMOUNT: **EIGHTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS**

THE CITY OF NEOSHO, 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 Neosho, Missouri, Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026" in the maximum aggregate principal amount of $18,500,000 (the **"Bonds"**), issued for the purpose of (a) acquiring an approximately 25 acre parcel of real property located at the intersection of Doniphan Drive and Hempstead Avenue in the City (the **"Project Site"**), (b) constructing a new approximately 150,660 square foot distribution center facility on the Project Site to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City (the **"Project Improvements"**), and (c) acquiring and installing certain equipment and other personal property on the Project Site (the **"Project Equipment,"** and, together with the Project Site and the Project Improvements, the **"Project"**). The City will lease the Project to LZB Manufacturing, Inc., a Michigan corporation (the **"Company"**), under the terms of a Lease Agreement dated as of June 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 June 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 Neosho, Missouri, Bond Fund – LZB Manufacturing, Inc. 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 $18,500,000.

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 Neosho, 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 NEOSHO, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Development Revenue Bond (LZB Manufacturing, Inc. 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 NEOSHO, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(LZB MANUFACTURING, INC. 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 Neosho, Missouri
203 E. Main Street
Neosho, Missouri 64850
Attention: City Manager

UMB Bank, N.A.
928 Grand Boulevard
Kansas City, Missouri 64106
Attention: Corporate Trust Department

Re: $18,500,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026 of the City of Neosho, 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 June 1, 2026 (the **"Indenture"**), between the City of Neosho, 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 LZB Manufacturing, Inc., a Michigan corporation (the **"Company"**), under a Lease Agreement dated as of June 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 NEOSHO, MISSOURI,
As Lessor

AND

LZB MANUFACTURING, INC.,
As Lessee

LEASE AGREEMENT

Dated as of June 1, 2026

Relating to:

$18,500,000
(Aggregate Maximum Principal Amount)
City of Neosho, Missouri
Taxable Industrial Development Revenue Bonds
(LZB Manufacturing, Inc. Project)
Series 2026

Certain rights of the City of Neosho, 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 June 1, 2026, between the City and the Trustee.

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms 2
Section 1.2. Rules of Interpretation 2
Section 1.3. Date of Lease 2
Section 1.4. Acceptance of Indenture 3

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City 3
Section 2.2. Representations by the Company 4

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate 5
Section 3.2. Lease Term 5
Section 3.3. Possession and Use of the Project 5

ARTICLE IV

PURCHASE, CONSTRUCTION AND EQUIPPING OF THE PROJECT

Section 4.1. Issuance of the Bonds 6
Section 4.2. Purchase, Construction and Equipping of the Project 6
Section 4.3. Project Costs 7
Section 4.4. Payment for Project Costs 8
Section 4.5. Establishment of Completion Dates 8
Section 4.6. Surplus or Deficiency in Project Fund 9
Section 4.7. Project Property of City 9
Section 4.8. Non-Project Improvements, Machinery and Equipment Property of Company 9
Section 4.9. Construction Contracts 9

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent 10
Section 5.2. Additional Rent 10
Section 5.3. Obligations of Company Absolute and Unconditional 11
Section 5.4. Prepayment of Basic Rent 11

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs 12
Section 6.2. Taxes, Assessments and Other Governmental Charges 12
Section 6.3. Utilities 13
Section 6.4. Property Tax Exemption 13

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report 13
Section 7.2. Casualty Insurance 13
Section 7.3. Public Liability Insurance 14
Section 7.4. Blanket Insurance Policies; Self-Insurance 14
Section 7.5. Worker's Compensation 14
Section 7.6. Sovereign Immunity 14

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project 15
Section 8.2. Removal and Replacement of Portions of the Project Equipment 15
Section 8.3. Additional Improvements on the Project Site 16
Section 8.4. Permits and Authorizations 16
Section 8.5. Mechanics' Liens on the Project 16

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction 17
Section 9.2. Condemnation 19
Section 9.3. Bondowner Approval 20

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification 20
Section 10.2. Surrender of Possession 20
Section 10.3. City's Right of Access to the Project 21
Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements 21
Section 10.5. Indemnification of City and Trustee 23
Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits 24
Section 10.7. Company to Maintain its Corporate Existence 24
Section 10.8. Security Interests 24
Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters 25

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project 26
Section 11.2. Conveyance of the Project 27
Section 11.3. Relative Position of Option and Indenture 28
Section 11.4. Obligation to Purchase the Project 28
Section 11.5. Right to Set-Off 28

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default 28
Section 12.2. Remedies on Default 29
Section 12.3. Survival of Obligations 29
Section 12.4. Performance of the Company's Obligations by the City 30
Section 12.5. Rights and Remedies Cumulative 30
Section 12.6. Waiver of Breach 30
Section 12.7. Trustee's Exercise of the City's Remedies 30

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease 30
Section 13.2. Assignment of Revenues by City 31
Section 13.3. Prohibition Against Fee Mortgage of Project 31
Section 13.4. Restrictions on Sale or Encumbrance of Project by City 31

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications 32

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices 32
Section 15.2. City Shall Not Unreasonably Withhold or Delay Consents and Approvals 33
Section 15.3. Net Lease 33
Section 15.4. Limitation on Liability of City 33
Section 15.5. Governing Law 34
Section 15.6. Binding Effect 34
Section 15.7. Severability 34
Section 15.8. Execution in Counterparts 34
Section 15.9. Electronic Transaction 34
Section 15.10. City Consent and Approvals 34
Section 15.11. Anti-Discrimination Against Israel Act 34

Exhibit A – Project Site
Exhibit B – Project Improvements
Exhibit C – Project Equipment
Exhibit D – Form of Requisition Certificate

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of June 1, 2026 (this **"Lease"**), between the **CITY OF NEOSHO, 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 **LZB MANUFACTURING, INC.**, a Michigan corporation, 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 an approximately 25 acre parcel of real property located at the intersection of Doniphan Drive and Hempstead Avenue in the City (the **"Project Site,"** as legally described on **Exhibit A** hereto), (b) constructing a new approximately 150,660 square foot distribution center facility on the Project Site to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City (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 Ordinance No. [_____] on June 2, 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 (LZB Manufacturing, Inc. Project), Series 2026, in the maximum principal amount of $18,500,000 (the **"Bonds"**), to pay or reimburse the costs of acquiring the Project Site, 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 Project Site and the Project Improvements to be constructed on the Project Site (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 June 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 Project Site, 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 corporation duly incorporated, validly existing and in good standing under the laws of the State of Michigan and is authorized to conduct business in the State of Missouri.

(b) The Company has lawful corporate 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 best of 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 best of 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 Neosho, 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, 2045.

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 claims, fines, penalties, damages, and reasonable costs and expenses, in each case, that are actually imposed on the City as a result of, the failure of the Company to comply with the provisions of this Section promptly after receipt by the Company of written demand therefor from the City. 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 Project Site 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 Project Site 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 Project Site.

(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 commercially 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.

(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 $18,500,000.

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 notify the Trustee and the City 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 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 $18,500,000 and payment from the Project Fund of the Project Costs described therein or (2) written 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 Project Site 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 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 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 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 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 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 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.

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 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) LZB Manufacturing, Inc., 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 $18,500,000, 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 Newton 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 $18,500,000 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 used or 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 or reasonable costs or expenses that the City may actually incur related to any such contest. The Company shall reimburse the City for any reasonable expense actually 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 promptly after the receipt by the Company of written demand therefor from the City. 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, trustee's fees and any extraordinary expenses of the City and the Trustee) actually 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 to 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, actually incurred by the City and the Trustee arising from the execution and delivery of any such instrument, agreement or other arrangement pursuant to this Section. If no Event of Default has happened and is

continuing beyond any applicable notice and/or cure period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)** upon (A) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (B) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant, agreement or other arrangement shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage or grant a deed of trust against the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under any Leasehold Mortgage or Financing Document or any assignment in lieu thereof shall not require the consent of the City, if (1) written notice of the proposed sale or assignment is provided to the City at least fifteen (15) days prior thereto, and (2) before such sale or assignment, all payments then owing to the City under the Performance Agreement are paid.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City so long as no monetary Event of Default has occurred and is continuing beyond any applicable notice and/or cure period (1) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (2) sublease or assign this Lease, the leasehold estate or any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)** hereof.

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

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

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

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

(4) the City may exercise any of its rights or remedies with respect to any Event of Default by the Company, subject to the rights of each such Financing Party under this **Section 10.4(d)** as to such Event of Default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by notice or otherwise, without first giving notice thereof to each such Financing Party and permitting each such Financing Party (or its designee, nominee, assignee or transferee) at least 30 days within which to remedy such Event of Default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set forth in this Lease to effect said cure so long as the any such Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that any such Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including, without limitation, reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such Event of Default; and

(6) each such Financing Party (and its designees, nominees, assignees or transferees) shall have the right to enter the Project Site and to possess and use the Project at such reasonable time and manner as is necessary or desirable to effectuate the remedies and enforce its rights under its respective Financing Documents.

(e) In connection with the execution of one or more Financing Documents and upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses actually incurred by the City pursuant to this Section, including, without limitation, reasonable attorneys' fees and expenses, in complying with such request promptly after receipt by the Company of written demand therefor from the City.

(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 actually incurred by the City and the Trustee 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, actually incurred by the City and the Trustee 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.

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. 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 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 covenants 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 it is not aware of any claims or demands having been asserted or made in writing to the Company 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 written 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 that are in the Company's possession 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 that 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 within three (3) business days after their being mailed to any such governmental authority or agency.

(e) The Company will use its commercially reasonable 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 in all material respects. 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, to the extent 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 that actually accrued and are to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to the City's reasonable charges and expenses actually incurred by the City 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 actually 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 Neosho, Missouri
203 E. Main Street
Neosho, Missouri 64850
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:

LZB Manufacturing, Inc.
One La-Z-Boy Drive
Monroe, Michigan 48162
Attention: John Nickel – Senior Counsel

with a copy to:

Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, Pennsylvania 15222
Attention: Shannon S. Vukmir

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 or Delay 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 delay, 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 reasonable 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 Mayor Pro Tem, 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 Mayor Pro Tem, 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 NEOSHO, MISSOURI

By: _____
Name: Tom Workman
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Cheyenne Wright
Title: City Clerk

LZB MANUFACTURING, INC., a Michigan corporation

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The real property located in Newton County, Missouri, upon which the Project Improvements and Project Equipment will be located, as more specifically described below:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10 AND A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11 ALL IN TOWNSHIP 24 NORTH RANGE 32 WEST, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT A FOUND IRON PIN AT THE INTERSECTION OF DONIPHAN DRIVE AND HEMPSTEAD AVENUE CENTERLINES, SAID POINT LYING N18°53'42"W 3973.29 FEET FROM THE SOUTHEAST CORNER OF SECTION 10, THENCE S59°01'13"E 50.0 FEET; THENCE N30°57'48"E 40.0 FEET TO THE POINT OF BEGINNING; THENCE ALONG N30°57'48"E ALONG THE RIGHT OF WAY OF DONIPHAN DRIVE 569.74 FEET TO A FOUND IRON PIN; THENCE LEAVING DONIPHAN DRIVE S59°01'44"E 300.0 FEET (M. S59°01'03"E 299.86 FEET) TO A FOUND IRON PIN; THENCE N30°57'16"E (M. N30°58'59"E) 210.0 FEET TO A FOUND IRON PIN ON THE SOUTHERLY LINE OF WILLIAMS AVENUE; THENCE ALONG WILLIAMS AVENUE S59°01'39"E 1161.68 FEET TO A FOUND IRON PIN THE CENTERLINE OF BUNCH STREET; THENCE ALONG BUNCH STREET S30°58'48"W 779.87 FEET TO A FOUND IRON PIN ON THE NORTHERLY LINE OF HEMPSTEAD AVENUE; THENCE ALONG HEMPSTEAD AVENUE N59°01'13"W 1461.39 FEET TO THE POINT OF BEGINNING; CONTAINING 24.72 ACRES, MORE OR LESS.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consists of the construction of a new approximately 150,660 square foot distribution center facility on the Project Site to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City, 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 JUNE 1, 2026, BETWEEN THE CITY OF NEOSHO, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF JUNE 1, 2026, BETWEEN THE CITY OF NEOSHO, MISSOURI, AND LZB MANUFACTURING, INC.

The undersigned Authorized Company Representative hereby states and certifies, solely in his capacity as such Authorized Company Representative, 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, would reasonably be expected to 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.

LZB MANUFACTURING, INC., a Michigan corporation

By: _____
Authorized Company Representative

Approved this _____ day of _____, 20___.

CITY OF NEOSHO, 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

LZB MANUFACTURING, INC., a Michigan corporation (**"Seller"**), in connection with that certain Lease Agreement dated as of June 1, 2026 (the **"Lease Agreement"**), between Seller and the **CITY OF NEOSHO, 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___.

LZB MANUFACTURING, INC., a Michigan corporation

By: _____
Authorized Company Representative

$18,500,000
(Aggregate Maximum Principal Amount)
CITY OF NEOSHO, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(LZB MANUFACTURING, INC. PROJECT)
SERIES 2026

DATED AS OF JUNE 1, 2026

BOND PURCHASE AGREEMENT

City of Neosho, Missouri
203 E. Main Street
Neosho, Missouri 64850

Ladies and Gentlemen:

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, LZB Manufacturing, Inc., a Michigan corporation (the **"Purchaser"**), offers to purchase from the City of Neosho, Missouri (the **"City"**), the above-referenced Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026, in the aggregate maximum principal amount of $18,500,000 (the **"Bonds"**), to be issued by the City under and pursuant to Ordinance No. [_____] passed by the City Council of the City on June 2, 2026 (the **"Ordinance"**) and a Trust Indenture dated as of June 1, 2026 (the **"Indenture"**), by and between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the **"Trustee"**). *Capitalized terms not otherwise defined herein shall have the meanings set forth in Section 101 of the Indenture.*

SECTION 1. REPRESENTATIONS AND AGREEMENTS

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

(1) The City is a constitutional home rule charter city and political subdivision duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement; the Ordinance; the Indenture; the Lease Agreement dated as of June 1, 2026 (the **"Lease"**), by and between the City, as lessor, and LZB Manufacturing, Inc., a Michigan corporation (the **"Company"**), as lessee; the Performance Agreement dated as of June 1, 2026 (the **"Performance Agreement"**), between the Company and the City; and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of purchasing, constructing, equipping, improving and installing the Project for the benefit of the Company and paying for the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or, to the City's actual knowledge, threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture, the Performance Agreement or this Bond Purchase Agreement.

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a corporation duly organized and validly existing under the laws of the State of Michigan and is authorized to do business in and is in good standing under the laws of the State of Missouri.

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies. The Person executing this Bond Purchase Agreement on behalf of the Purchaser has been duly authorized to execute this Bond Purchase Agreement by action of the governing body of the Purchaser.

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

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

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

(b) The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be applied as provided in the Indenture and the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser shall make additional payments with respect to the Bonds (**"Additional Payments"**) to the Trustee under the Indenture as set forth in the Lease, which

Additional Payments shall be deposited or deemed deposited in the Project Fund and applied to the payment or reimbursement of Project Costs or as provided in the Indenture and the Lease; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed $18,500,000 plus the costs of issuance of the Bonds (if such costs of issuance are not paid with Bond proceeds).

(c) As used herein, the term **"Closing Date"** shall mean June [___], 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term **"Closing Price"** shall mean, with respect to the Bonds, that certain 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 Purchaser from its own funds on or before the Closing Date (including, at the Purchaser's option, costs of issuance of the Bonds if such costs are not paid for from Bond proceeds).

(d) The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $18,500,000; provided, that the principal amount of the Bonds Outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee, absent manifest error, and further provided that interest shall be payable on the Bonds only on the Outstanding principal amount of the Bonds, as more fully provided in the Indenture.

(e) The Purchaser agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the **"Indemnified Parties"**), against any and all losses, claims, damages, liabilities or expenses whatsoever that are incurred by an Indemnified Party to the extent caused by any violation by the Purchaser of, or failure by the Purchaser to comply with, any applicable federal or state securities laws in connection with the Bonds, unless and to the extent such violation or failure was caused by the gross negligence or willful misconduct of an Indemnified Party.

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

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the respective obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy

of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

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

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or, to the City's knowledge threatened against the City wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (1) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, insofar as the Purchaser has knowledge, threatened which would, if adversely decided, (i) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (ii) in any way contest the corporate existence or powers of the Purchaser, (2) no litigation, proceeding or investigation is pending or, insofar as the Purchaser has knowledge, threatened against the Purchaser that would reasonably be expected to adversely affect its ability to perform its obligations hereunder or under the Lease or the Performance Agreement in any material manner, (3) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (4) such other matters as are reasonably requested by the City or the Trustee in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

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

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., as Bond Counsel to the City (if one is requested), with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

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

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Bonds (other than fees of the Company's counsel and advisors) are the following: (a) the legal fees of Gilmore & Bell, P.C., as Bond Counsel to the City, in the amount of $55,000.00, which includes the fee for the preparation of the Plan and cost-benefit analysis and (b) the Trustee's initial acceptance fee ($1,250.00) and first year's administrative fee ($1,750.00) totaling $3,000.00.

SECTION 8. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in writing by mailing or delivering the same as follows:

(a) To the City:

City of Neosho, Missouri
203 E. Main Street
Neosho, Missouri 64850
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 Purchaser:

LZB Manufacturing, Inc.
1 La-Z-Boy Drive
Monroe, Michigan 48162
Attention: John Nickel – Senior Counsel

with a copy to:

Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, Pennsylvania 15222
Attention: Shannon S. Vukmir

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement may be assigned by the Purchaser, in whole as to all or any part of the Bonds, to the Purchaser's successor, assign or affiliate or any other Person that expressly assumes in writing all of the obligations of the Purchaser contained in the Lease and the Performance Agreement, or if such assignment is in part as to the Bonds, the obligations of the Purchaser contained in the Lease; provided that the consent of the City for the assignment of this Bond Purchase Agreement shall not be required if the consent of the City is not required for such Person's assumption of the Lease under the provisions of **Article XIII** thereof. Any such assignee shall agree to be bound by the terms of this Bond Purchase Agreement. This Bond Purchase Agreement may be assigned, without approval of, but with notice to the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project, and the Bonds may be pledged, without approval of the City, by the Purchaser to any lender of the Purchaser as collateral for a loan secured by a deed of trust or mortgage of the Project.

SECTION 10. ELECTRONIC STORAGE

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

SECTION 11. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

SECTION 12. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Purchaser certifies that it is not currently engaged in and will not, for the duration of this Bond Purchase Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

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

Very truly yours,

LZB MANUFACTURING, INC., a Michigan corporation

By: _____
Name:
Title:

DATE OF EXECUTION: June ___, 2026

Accepted and agreed to this ____ day of June, 2026.

CITY OF NEOSHO, MISSOURI

By: _____
Name: Tom Workman
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Cheyenne Wright
Title: City Clerk

PERFORMANCE AGREEMENT

Dated as of June 1, 2026

BETWEEN

CITY OF NEOSHO, MISSOURI

AND

LZB MANUFACTURING, INC.

Prepared By:

Gilmore & Bell, P.C.
Kansas City, Missouri

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of June 1, 2026, as from time to time amended and supplemented in accordance with the provisions hereof (this "**Agreement**"), is between the **CITY OF NEOSHO, MISSOURI,** a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri (the "**City**"), and **LZB MANUFACTURING, INC.**, a Michigan corporation authorized to conduct business in the State of Missouri (the "**Company**").

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution 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 an approximately 25 acre parcel of real property located at the intersection of Doniphan Drive and Hempstead Avenue in the City (the **"Project Site,"** as legally described on **Exhibit A** hereto), (b) constructing a new approximately 150,660 square foot distribution center facility on the Project Site to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City (the **"Project Improvements"**) and (c) acquiring and installing certain machinery, equipment and other personal property on the Project Site (the **"Project Equipment"**).

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 Ordinance No. [_____] on June 2, 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 (LZB Manufacturing, Inc. Project), Series 2026, in the maximum principal amount of $18,500,000 (the **"Bonds"**), to pay or reimburse the costs of acquiring the Project Site, constructing the Project Improvements and acquiring and installing the Project Equipment (collectively, the **"Project"**).

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) a Trust Indenture of even date herewith (the "**Indenture**"), between the City and UMB Bank, N.A., as trustee (the "**Trustee**"), for the purpose of issuing and securing the Bonds, (b) a Lease Agreement of even date herewith (the "**Lease**") with the Company, as lessee, under which the City, as lessor, will cause the Company to purchase, construct, improve and equip the Project and will lease the Project to the Company, in consideration of rental payments to be paid by the Company sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project's exemption from ad valorem real and personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to purchase, construct, improve and equip the Project upon the terms and conditions hereinafter set forth.

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

ARTICLE I

DEFINITIONS

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

"Affiliate" means any entity that controls, is controlled by, or under common control with, the Company, including but not limited to La-Z-Boy Incorporated, Inc.

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

"City" means the City of Neosho, Missouri.

"County" means Newton County, Missouri.

"County Assessor" means the Assessor of Newton County, Missouri.

"Event of Default" means any Event of Default as provided in **Section 6.1** hereof.

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

"Project" means, collectively, (a) the Project Site, (b) the Project Improvements to be constructed and located on the Project Site, (c) the Project Equipment installed on the Project Site and (d) all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist, the costs of which will be paid in whole or in part, or for which the Company will be reimbursed in whole or in part, from the proceeds of the sale of the Bonds.

"Project Equipment" means all items of machinery, equipment and other personal property installed at the Project Site and acquired pursuant to **Article IV** of the Lease and paid for in whole from proceeds of the Bonds.

"Project Improvements" means the new approximately 150,660 square foot distribution center facility to be constructed on the Project Site in order to complement and enhance the operational capacity of the Company's existing manufacturing operations in the City pursuant to **Article IV** of the Lease and paid for in whole from the proceeds of Bonds and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Project Site" means the real estate described in **Exhibit A** attached hereto upon which the Project Improvements will be constructed and located and the Project Equipment will be acquired and installed.

"Real Property" means, collectively, the Project Site and the Project Improvements to be constructed on the Project Site.

ARTICLE II

REPRESENTATIONS

Section 2.1. Issuance of the Bonds. As described herein, the City intends to issue the Bonds (to be purchased by the Company) under the Act for the purpose of paying (or reimbursing) all or a portion of the Project Costs (as defined in the Indenture). On the date of issuance of the Bonds, the City will acquire fee title interest in the Real Property from the Company, and the City will acquire legal title to the Project Equipment from the Company as it is transferred to the City via one or more bills of sale pursuant to the Lease.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENTS IN LIEU OF TAXES

Section 3.1. Property Tax Exemption.

(a) On the date of issuance of the Bonds (June [__], 2026), the Company will convey fee title to the Real Property to the City, and the City expects said Real Property to be exempt from ad valorem real property taxes as a result of the City's ownership thereof so long as the City owns title to said Real Property.

(b) On the date of issuance of the Bonds (June [__], 2026), the Company will transfer legal title of any Project Equipment previously acquired and installed on the Project Site to the City via a bill of sale, and the City will acquire legal title to additional Project Equipment from the Company as it is transferred to the City via one or more bills of sale in accordance with the Lease. The City expects the Project Equipment to be exempt from ad valorem personal property taxes from and after January 1 of the year following the year during which the City acquires legal title to said Project Equipment from the Company in accordance with the Lease and will continue so long as the City owns title to said Project Equipment. The Project Equipment will be exempt from ad valorem personal property taxes from and after January 1 of the year following the year such Project Equipment was acquired and transferred to the City and will continue so long as the City owns title thereto.

(c) Notwithstanding any other provision of this Agreement to the contrary, the last year of such real and personal property tax exemption period shall be 2045. The Company covenants and agrees that, during each year the Project is exempt from ad valorem real and personal property taxes by reason of the City owning title to the Project, the Company will make annual payments in lieu of taxes to the City (each such payment, a "**PILOT Payment**") in such amounts as described in this **Article III** relating to the Project. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to the Real Property and the Project Equipment financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to any real or personal property not financed with proceeds of the Bonds. These PILOT Payments shall be made to the City (or the County on behalf of the City) on or before December 31 as further described in **Section 3.2** hereof.

Section 3.2. Payments in Lieu of Taxes.

(a) *Real Property*:

(1) On the date of issuance of the Bonds, the Company will convey fee title to the Real Property (i.e. the Project Site and the Project Improvements to be constructed thereon) to the City.

(2) Beginning in the current calendar year 2026, the City agrees that the Company shall receive 20 years of ad valorem real property tax abatement on the Real Property (calendar years 2026 through 2045, inclusive) with respect to all ad valorem real property taxes levied against the Real Property, *except* with respect to the ad valorem real property taxes levied against the Real Property during such 20-year real property tax abatement period by the Newton County Ambulance District (the **"Ambulance District"**), as follows:

(i) 100% real property tax abatement in calendar years 2026 through 2030, inclusive;

(ii) 75% real property tax abatement in calendar years 2031 through 2035, inclusive;

(iii) 50% real property tax abatement in calendar years 2036 through 2040, inclusive; and

(iv) 25% real property tax abatement in calendar years 2041 through 2045, inclusive.

(3) Therefore, in each year of the 20-year real property tax abatement period, the Company will make PILOT Payments to the City (or to the County if so directed by the City) with respect to the Real Property on or before each December 31, commencing December 31, 2026, through December 31, 2045, in an amount equal to the following:

(i) in calendar years 2026 through 2045, inclusive, 100% of the amount of real property taxes that would otherwise be due to the Ambulance District on the Real Property, but for the City's ownership thereof;

(ii) in calendar years 2031 through 2035, inclusive, 25% of the real property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Real Property, but for the City's ownership thereof;

(iii) in calendar years 2036 through 2040, inclusive, 50% of the real property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Real Property, but for the City's ownership thereof; and

(iv) in calendar years 2041 through 2045, inclusive, 75% of the real property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Real Property, but for the City's ownership thereof.

(c) *Project Equipment:*

(1) The Company expects to acquire and deliver all of the Project Equipment to the Project Site during calendar year ending December 31, 2027, but no later than the Completion Date as provided in **Section 4.5** of the Lease, and to transfer title to the Project Equipment acquired and delivered to the Project Site in calendar year 2027 to the City on or prior to December 31, 2027, in accordance with the Lease. The anticipated acquisition cost of the Project Equipment expected to be acquired and delivered to the Project Site in calendar year 2027 is reflected in the table below:

Year Project Equipment Acquired and Delivered to Project Site	**Anticipated Acquisition Cost of Project Equipment**
2027	$916,000

(2) Beginning the first calendar year after the calendar year in which the Project Equipment is acquired and delivered to the Project Site (expected to be calendar year 2028), the City agrees the Company shall receive personal property tax abatement on the Project Equipment for a period not exceeding the expiration of the term of this Agreement (December 31, 2045) with respect to all ad valorem personal property taxes levied against the Project Equipment, *except* with respect to the ad valorem personal property taxes levied against the Project Equipment during such personal property property tax abatement period by the Ambulance District, as follows:

(i) 100% personal property tax abatement on the Project Equipment beginning the first (1st) year through the fifth (5th) following the year in which the Completion Date for the Project Equipment occurs (expected to be calendar years 2028 through 2032, inclusive);

(ii) 75% personal property tax abatement on the Project Equipment beginning the sixth (6th) year through the tenth (10th) year following the year in which the Completion Date for the Project Equipment occurs (expected to be calendar years 2033 through 2037, inclusive);

(iii) 50% personal property tax abatement on the Project Equipment beginning the eleventh (11th) year through the fifteenth (15th) year following the year in which the Completion Date for the Project Equipment occurs (expected to be calendar years 2038 through 2042, inclusive);

(iv) 25% personal property tax abatement on the Project Equipment beginning the sixteenth (16th) year following the year in which the Completion Date for the Project Equipment occurs through calendar year 2045 (expected to be calendar years 2043 through 2045, inclusive);

(3) Therefore, in each year of the personal property tax abatement period (expected to be calendar years 2028 through 2045, inclusive), the Company will make PILOT Payments to the City (or to the County if so directed by the City) with respect to the Project Equipment on or before each December 31, through December 31, 2045, in an amount equal to the following:

(i) beginning the first year following the year in which the Completion Date for the Project Equipment occurs through 2045, inclusive, 100% of the amount of personal property taxes that would otherwise be due to the Ambulance District on the Project Equipment, but for the City's ownership thereof;

(ii) beginning the sixth (6th) year through the tenth (10th) year following the year the Completion Date for the Project Equipment occurs (expected to be calendar years 2033 through 2037, inclusive), 25% of the personal property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Project Equipment, but for the City's ownership thereof;

(iii) beginning the eleventh (11th) year through the fifteenth (15th) year following the year the Completion Date for the Project Equipment occurs (expected to be calendar years 2038 through 2042, inclusive), 50% of the personal property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Project Equipment, but for the City's ownership thereof; and

(iv) beginning the sixteenth (16th) year following the year the Completion Date for the Project Equipment occurs through calendar year 2045 (expected to be calendar years 2043 through 2045, inclusive), 75% of the personal property taxes that would otherwise be due to all other taxing jurisdictions (excluding the Ambulance District) on the Project Equipment, but for the City's ownership thereof.

(d) Pursuant to **Section 11.4** of the Lease, the Company shall exercise its option to purchase the Project no later than December 31, 2045. If title to the Project, or any portion thereof, has not been transferred by the City to the Company before the earlier of (1) January 1, 2046, or (2) the expiration of the term of this Agreement, then on December 31 of such year and on December 31 of each year thereafter until title to the Project, or the applicable portion thereof, is transferred to the Company, the Company shall pay to the City (or to the County at the direction of the City) a PILOT Payment equal to 100% of the amount of ad valorem real and personal property taxes, as applicable, that would otherwise be payable to each taxing jurisdiction but for the City's ownership thereof.

(e) The parties expect the County Assessor to annually determine an assessed valuation with respect to the Real Property and the Project Equipment in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri, as if title to the Real Property and the Project Equipment were in the name of the Company and not the City. To facilitate the assessment, the Company agrees to provide to the County Assessor, on or before March 1 of each year or such other date on which property declarations are required by law to be made, a report that includes the following information:

(1) a list of the Project Equipment and the cost thereof, in form and content consistent with the personal property declarations that the Company makes with respect to other personal property located at the Project Site;

(2) a list of all improvements to the Real Property made by the Company during the calendar year; and

(3) such other information as the County Assessor may reasonably require to complete the assessment of the Real Property and the Project Equipment, as applicable.

The itemization of the Project Equipment shall be consistent with the information provided by the Company to the City and the Trustee under **Section 4.2** of the Lease and shall be of sufficient specificity so as to enable the County Assessor and other appropriate City officials 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 County Assessor shall notify the City and the Company of the assessed valuation of the Real Property and the Project Equipment in writing.

Section 3.3. Distribution of PILOT Payments. Within 30 days of the date of each PILOT Payment, the City Clerk, the City Manager, the Director of Finance of the City, or other designated billing/collection agent, shall distribute each PILOT Payment, after reduction for the administrative costs of the City as provided by **Section 3.5** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement and the City's ownership of the Project.

Section 3.4. Obligation of City to Effect Tax Abatement. The City shall, at the Company's request and at the expense of the Company, take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the property tax exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein, and the City shall not be required to file litigation to effect the exemption. The City covenants that it will not voluntarily take any action intended to cause or induce the levy or assessment of ad valorem real property taxes on the Project. If such a levy or assessment should occur, the City shall, at the Company's request and at the expense of the Company, cooperate with the Company in all reasonable ways to prevent and/or remove any levy or assessment against the Project.

Section 3.5. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the Plan including costs associated with this Agreement in an amount no greater than $2,500.00 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year, and the Company will reimburse the City for its costs on or before December 31st of each year continuing until December 31st of the year in which this Agreement expires or is terminated.

Section 3.6. Other Property Taxes In Connection with the Project. The property tax exemption provided by the City's ownership of the Real Property and the Project Equipment is expected to apply to all interests in such Real Property and Project Equipment during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction (excluding the Ambulance District) against any interest in the Real Property or the Project Equipment during the period the City owns the Real Property or the Project Equipment (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease), the amount of ad valorem tax payments related to such levy or levies that are paid by the Company and received by the City (or the County on behalf of the City) shall be credited against and reduce on a *pro rata* basis the amount of the applicable PILOT Payment that the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Real Property and the Project Equipment that the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.7. Sales Tax Exemption for Construction Materials.

(a) The City will provide a project exemption certificate to the Company, its contractors and subcontractors to purchase and pay for, exempt from sales or use tax, certain construction materials to be incorporated into or used up in the Project Improvements, pursuant to a Missouri Department of Revenue Project Exemption Certificate, Form 5060. The Company agrees to make, and to cause its contractors and subcontractors to make, such purchases in compliance with the provisions of Section 144.062 of the Revised

Statutes of Missouri, as amended. Such construction materials may only include tangible personal property and materials that can only be used for the Project Improvements and that are actually used up or consumed in constructing the Project Improvements. Except as provided in the prior sentences, the acquisition and construction of the Project Improvements shall not be exempt from any sales or use taxes imposed by any governmental authority by virtue of the City's ownership of the Project, and neither the City nor the Company will request any such exemption. Nothing herein shall limit the Company's right to any exemption of sales or use taxes not resulting from the City's ownership of the Project.

(b) Upon a determination by the Missouri Department of Revenue that any purchase made by the Company using a project exemption certificate described in subsection **(a)** above was not exempt from sales or use tax, the Company shall pay to the Missouri Department of Revenue all sales or use taxes so determined to be due (whether by virtue of failure of the Company to comply with the terms of this Agreement or the procedures and requirements of the Missouri Department of Revenue or otherwise). The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the project exemption certificate to or at the request of the Company or its Affiliate, except for the same arising from the gross negligence or willful misconduct of the City. There shall be no reduction in PILOT Payments for any sales or use taxes paid by the Company in connection with Project.

Section 3.8. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for ad valorem property taxes on the Project to the City or any other taxing jurisdiction.

Section 3.9. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of State law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or any portion thereof on behalf of or in the City's name following written notice to the City from the Company, but solely at the Company's expense.

Section 3.10. Cessation of Operations at the Project Site. If for any reason during the term of this Agreement (unless the Real Property or the Project Equipment has been subject to a casualty and the Company is rebuilding or repairing the damaged component of the Real Property or the Project Equipment or unless the Company is remodeling, reconfiguring or engaging in alterations in the ordinary course of operating its business at the Project Site) the Company completely vacates, abandons or ceases operations at the Project Site and the Company fails to exercise its option to purchase the Project under the Lease within 90 days after such vacancy, abandonment or cessation of operations, the Company shall make a PILOT Payment to the City (to be distributed as provided in **Section 3.3** hereof) equal to 100% of the ad valorem real and personal property taxes, respectively, that would otherwise be due on the Real Property and the Project Equipment, as applicable, but for the City's ownership thereof. Such PILOT Payment shall be made on or before December 31 in the year in which the Company first ceases operations at the Project Site and on each December 31 thereafter for each year in which the Real Property and/or the Project Equipment is, on January 1 of such year, still titled in the name of the City, and the Company has ceased operations at the Project Site.

Section 3.11. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments

with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

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

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

Section 4.3. Purchase, Construction, Improvement, Installation and Operation. The Project will be purchased, constructed, improved, installed and operated in a manner that is consistent with the description of the Project herein and in the Lease in all material respects. In the event the Project purchased, constructed, improved and installed is materially inconsistent with the description of the Project contained herein and in the Lease, such that the intended use and nature of the Project is not materially consistent with such description of the Project, the City reserves the right to declare an Event of Default in accordance with **Section 6.1(c)** hereof, subject to the notice and cure provisions set forth therein.

Section 4.4. Indemnification. The Company shall indemnify and save and hold harmless the City and the County Assessor from and against (a) 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 conduct or management of, or from any work or thing done in, on or about, the Project Site, as applicable, during the term of the Lease, and (b) all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease and **Section 10.9** of the Lease; in each case, to the extent and subject to the same limitations that are provide in **Section 10.5** the Lease, which limitations are incorporated herein, *mutatis mutandis*.

Section 4.5. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all reasonable costs of issuance actually incurred in connection therewith, provided that a closing memorandum detailing all costs of issuance is provided to the Company for review at least five Business Days prior to the initial issuance of the Bonds.

ARTICLE V

SALE AND ASSIGNMENT

Section 5.1. Sale and Assignment. The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in **Section 13.1** of the Lease.

ARTICLE VI

DEFAULT AND REMEDIES

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

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

(b) The occurrence and continuance of an Event of Default by the Company under the Lease following the expiration of any applicable notice and grace period provided therein;

(c) the Company shall fail to perform any of its obligations hereunder for a period of 60 days (or such longer period as the City and the Company may agree in writing) following receipt by the Company of written notice to the Company from the City of such failure which notice shall include a specific description of the Company's failure hereunder; provided, however, that if such failure is not subject to cure within such 60 days, such failure shall not constitute an Event of Default hereunder if the Company initiates action to cure such default and pursues such action diligently; or

(d) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has delivered written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, however, that if such matter is not subject to cure within such 60 days after such notice, it shall not constitute an Event of Default hereunder if the Company initiates action to cure the default within such 60 days after such notice and pursues such action diligently.

(e) the Company (or, if the Project is subleased to an Affiliate, the Affiliate of the Company) vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof (in violation of and as further described in **Section 3.10** hereof); or

(f) an Event of Default under the Lease.

Section 6.2. Remedies on Default.

(a) Upon the occurrence and during the continuation of an Event of Default hereunder, this Agreement may be terminated by written notice delivered to the Company from the City. Upon such termination, the Company shall make a PILOT Payment to the City equal to (1) the *pro rata* amount payable pursuant to **Section 3.2** hereof from January 1 of the year in question through the effective date of termination, plus (2) the *pro rata* amount of real and personal property taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOT Payments following cessation of operations shall be governed by **Section 3.10;** and provided further, the Company shall receive a credit for all PILOT Payments made pursuant to **Section 3.2** herein and such credit shall reduce the amount of any payments due under this Section.

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

Section 6.3. Payments on Defaulted Amounts. Any PILOT Payments due hereunder which are not paid when due shall be subject to penalties imposed by State law on overdue ad valorem property taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default which remains uncured after the applicable cure period provided herein, the City or any taxing jurisdiction that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments.

ARTICLE VII

TERM OF AGREEMENT

Section 7.1. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly the following sentence and **Article VI** hereof), shall terminate on December 31, 2045. This Agreement shall automatically terminate upon the earlier to occur of the following:

(a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;

(b) the expiration of the Lease Term set forth in **Section 3.2** of the Lease; or

(c) the occurrence and continuance of an Event of Default beyond the cure period and the subsequent termination of this Agreement pursuant to the provisions of the Lease and this Agreement.

Section 7.2. Payments in Final Year. The foregoing provisions of **Section 7.1** shall not relieve the Company of its obligation to make any PILOT Payments owing during the year in which the Bonds are paid in full, to the extent the Company receives the ad valorem property tax abatement contemplated for that year and such PILOT Payment is due under this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability; Effect of Invalidity. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby. If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Company prior to such determination if the Company has paid taxes in an amount at least equal to the PILOT Payments due under this Agreement.

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

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

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

Section 8.5. Entire Agreement. This Agreement, together with the Lease, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof. This Agreement shall not be modified except by written agreement signed on behalf of the City and the Company by their duly authorized representatives.

Section 8.6. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (a) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2027, and also upon execution of this Agreement.

Section 8.9. 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 Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

Section 8.10. Complete Agreement. The Company and the City understand that oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and in the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

Section 8.11. Date of Performance Agreement. The dating of this Agreement as of June 1, 2026, is intended as and for the convenient identification of this Agreement only and is not intended to indicate that this Agreement was executed and delivered on said date, this Agreement being executed and delivered and becoming effective simultaneously with the initial issuance of the Bonds.

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

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

CITY OF NEOSHO, MISSOURI

By: _____
Name: Tom Workman
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Cheyenne Wright
Title: City Clerk

LZB MANUFACTURING, INC.,
a Michigan corporation

By: _____
Name:
Title:

ACKNOWLEDGMENT AND AGREEMENT

The County Assessor of Newton County, Missouri, acknowledges receipt of this Agreement and agrees to perform the duties imposed on the County Assessor by **Article III** of this Agreement.

OFFICE OF THE NEWTON COUNTY, MISSOURI ASSESSOR

By: _____
Name: Cheryle Perkins
Title: County Assessor

EXHIBIT A

DESCRIPTION OF PROJECT SITE

The real property located in Newton County, Missouri, upon which the Project Improvements and the Project Equipment will be located, as more specifically described below:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10 AND A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11 ALL IN TOWNSHIP 24 NORTH RANGE 32 WEST, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT A FOUND IRON PIN AT THE INTERSECTION OF DONIPHAN DRIVE AND HEMPSTEAD AVENUE CENTERLINES, SAID POINT LYING N18°53'42"W 3973.29 FEET FROM THE SOUTHEAST CORNER OF SECTION 10, THENCE S59°01'13"E 50.0 FEET; THENCE N30°57'48"E 40.0 FEET TO THE POINT OF BEGINNING; THENCE ALONG N30°57'48"E ALONG THE RIGHT OF WAY OF DONIPHAN DRIVE 569.74 FEET TO A FOUND IRON PIN; THENCE LEAVING DONIPHAN DRIVE S59°01'44"E 300.0 FEET (M. S59°01'03"E 299.86 FEET) TO A FOUND IRON PIN; THENCE N30°57'16"E (M. N30°58'59"E) 210.0 FEET TO A FOUND IRON PIN ON THE SOUTHERLY LINE OF WILLIAMS AVENUE; THENCE ALONG WILLIAMS AVENUE S59°01'39"E 1161.68 FEET TO A FOUND IRON PIN THE CENTERLINE OF BUNCH STREET; THENCE ALONG BUNCH STREET S30°58'48"W 779.87 FEET TO A FOUND IRON PIN ON THE NORTHERLY LINE OF HEMPSTEAD AVENUE; THENCE ALONG HEMPSTEAD AVENUE N59°01'13"W 1461.39 FEET TO THE POINT OF BEGINNING; CONTAINING 24.72 ACRES, MORE OR LESS.

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	SPECIAL WARRANTY DEED
DATE OF DOCUMENT:	June [__], 2026
GRANTOR:	LZB MANUFACTURING, INC.
GRANTOR'S MAILING ADDRESS:	LZB Manufacturing, Inc. One La-Z-Boy Drive Monroe, Michigan 48162 Attention: John Nickel – Senior Counsel
GRANTEE:	CITY OF NEOSHO, MISSOURI
GRANTEE'S MAILING ADDRESS:	203 E. Main Street Neosho, Missouri 64850 Attention: City Manager
RETURN DOCUMENTS TO:	Haden R. Crumpton, Esq. Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See **Exhibit A**
REFERENCE BOOK & PAGE:	N/A

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of June [__], 2026, from **LZB MANUFACTURING, INC.**, a Michigan corporation (the **"Grantor"**), to the **CITY OF NEOSHO, MISSOURI**, a constitutional home rule city and political subdivision organized and existing under the laws of the State of Missouri (the **"Grantee"**). Terms not otherwise described herein shall have the meanings ascribed to them in the Trust Indenture dated as of June 1, 2026, between the Grantee and UMB Bank, N.A., as trustee (the **"Trust Indenture"**), with respect to the Grantee's issuance of its $18,500,000 maximum aggregate principal amount of Taxable Industrial Development Revenue Bonds (LZB Manufacturing, Inc. Project), Series 2026.

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar ($1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **BARGAIN AND SELL, CONVEY AND CONFIRM** unto the Grantee, the real property described on **Exhibit A** attached hereto and incorporated by reference (the **"Project Site"**) and the buildings, structures, improvements and fixtures located thereon, all as located in Newton County, State of Missouri

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that said premises are free and clear from any encumbrance done or suffered by it; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming under it but none other, subject to the Permitted Encumbrances as defined in the Trust Indenture.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year above written.

[*Remainder of Page Intentionally Left Blank – Signature Pages to Follow*]

"GRANTOR"

LZB MANUFACTURING, INC.,
a Michigan corporation

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS.
COUNTY OF MONROE)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that (s)he is the _____ of **LZB MANUFACTURING, INC.**, a Michigan corporation, and that said instrument was signed on behalf of said corporation by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

"GRANTEE"

CITY OF NEOSHO, MISSOURI

[SEAL]

By: _____
Name: Tom Workman
Title: Mayor

ATTEST:

By: _____
Name: Cheyenne Wright
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF NEWTON)

On this _____ day of June, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared **TOM WORKMAN**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF NEOSHO, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed by authority of its City Council, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

_____
Name: _____
Notary Public in and for said State

My Commission Expires:

PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS BOX

EXHIBIT A

LEGAL DESCRIPTION

The real property located in Newton County, Missouri, upon which the Project Improvements and related Project Equipment are located, as more specifically described below:

A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 10 AND A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11 ALL IN TOWNSHIP 24 NORTH RANGE 32 WEST, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT A FOUND IRON PIN AT THE INTERSECTION OF DONIPHAN DRIVE AND HEMPSTEAD AVENUE CENTERLINES, SAID POINT LYING N18°53'42"W 3973.29 FEET FROM THE SOUTHEAST CORNER OF SECTION 10, THENCE S59°01'13"E 50.0 FEET; THENCE N30°57'48"E 40.0 FEET TO THE POINT OF BEGINNING; THENCE ALONG N30°57'48"E ALONG THE RIGHT OF WAY OF DONIPHAN DRIVE 569.74 FEET TO A FOUND IRON PIN; THENCE LEAVING DONIPHAN DRIVE S59°01'44"E 300.0 FEET (M. S59°01'03"E 299.86 FEET) TO A FOUND IRON PIN; THENCE N30°57'16"E (M. N30°58'59"E) 210.0 FEET TO A FOUND IRON PIN ON THE SOUTHERLY LINE OF WILLIAMS AVENUE; THENCE ALONG WILLIAMS AVENUE S59°01'39"E 1161.68 FEET TO A FOUND IRON PIN THE CENTERLINE OF BUNCH STREET; THENCE ALONG BUNCH STREET S30°58'48"W 779.87 FEET TO A FOUND IRON PIN ON THE NORTHERLY LINE OF HEMPSTEAD AVENUE; THENCE ALONG HEMPSTEAD AVENUE N59°01'13"W 1461.39 FEET TO THE POINT OF BEGINNING; CONTAINING 24.72 ACRES, MORE OR LESS.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 2, 2026
ITEM: Selection of Engineering/Planning Firm – Hugh Robinson Memorial Airport
ORIGINATING DEPARTMENT: Development Services Department
ATTACHMENT:

1. **27153_Neosho MO Planning MOC_Final PDF**
2. **27154_Neosho MO Engineering MOC_Final PDF**
3. **RFQ Notice to Airport Planning Consultants**
4. **RFQ Notice to Airport Engineering Consultants**
5. **Lochner Selection letter**
6. **Statement of Qualifications & Experience for Airfield Development Projects for Engineering at Neosho Hugh Robinson Memorial Airport**
7. **Statement of Qualifications & Experience for Airfield Development Projects for Planning at Neosho Hugh Robinson Memorial Airport_Olsson**

PURPOSE:
To obtain City Council approval of the selection of an engineering/planning consultant for the Hugh Robinson Memorial Airport and authorization to negotiate a professional services agreement.

BACKGROUND:
Staff sent out requests for qualifications to provide professional engineering and planning services for the Hugh Robinson Memorial Airport. A total of two (2) firms submitted qualifications in response to this solicitation.

City staff conducted an evaluation of the submitted qualifications. The evaluation considered several factors, including experience with airport planning and design, familiarity with Federal Aviation Administration (FAA) funding and compliance requirements, project team qualifications, past performance on similar projects, and understanding of the airport's short and long-term capital improvement needs.
Following this evaluation process, Lochner, Inc. was determined to be the most qualified firm to provide the requested services and best suited to meet the needs of the airport and the City.

RECOMMENDATION:
Staff recommends the City Council approve the selection of Lochner, Inc. as the engineering/planning consultant for the Hugh Robinson Memorial Airport and authorize staff to negotiate a professional services agreement for future Council consideration.

March 26, 2026

Cheyenne Wright, City Clerk
City of Neosho
203 East Main Street
Neosho, MO 64850

RE: Statement of Qualifications and Experience | Airport Planning Consultants | Neosho Hugh Robinson Memorial Airport (EOS)

Dear Ms. Wright and Members of the Selection Committee,

The Lochner Team is eager to continue providing the City of Neosho planning services that produce the framework needed to guide future development at the Hugh Robinson Memorial Airport (EOS). Since 1965, EOS has been an important part of the growth of Neosho and the greater region, and Lochner is grateful to have been a part of your journey these past four decades. In this Statement of Qualifications and Experience (SOQ), you will find we offer:

- **Strong capability and highly relevant experience** providing similar aviation planning services for airport improvement projects. We have successfully completed numerous projects in Missouri funded by the Federal Aviation Administration (FAA) or Missouri Department of Transportation (MoDOT) Aviation Section. Our team is knowledgeable and experienced in developing aviation projects, from inception through design, construction, and project closeout.
- **A strong bench of local experts in their fields** solely dedicated to aviation planning, design, and construction projects, offering a comprehensive understanding of issues and proven solutions for your upcoming projects. We offer the City a large, local planning team who can focus on your Airport Layout Plan (ALP).
- **In-house planning and engineering staff** that can offer synergy between this contract and your Airport Engineering Consultants contract. Our staff are full-time and possess institutional knowledge backed by a strong aviation planning and design system to lower your risk and ensure continue success on EOS's future projects.
- **Established working relationships with the MoDOT Aviation Section staff** that have resulted in timely reviews and approvals on similar projects, allowing us to deliver your projects on time.
- **Familiarity with the EOS** by assisting the City with their annual capital improvement plans (CIPs) and fostering a positive and productive working relationship with the airport for nearly 40 years.

To ensure the success of your projects, we team with subconsultants that are experts in their fields and with whom we have strong working relationships. We also strive to incorporate local and regional firms with area knowledge.

As a team with a rich history assisting the City with their airport needs, we thoroughly understand the requirements for your proposed projects. Quality of services represents one of the fundamental principles upon which Lochner was founded, and our commitment to providing quality services is demonstrated by our repeat clients and the number of successful projects we deliver. We encourage you to contact the clients included with the project experience descriptions in this submittal, and we will be happy to provide additional references upon request.

Our team is committed to meeting your goals for improvements to your airport, and we are excited about this opportunity to continue providing professional aviation services to the City of Neosho. On behalf of our entire project team, thank you for reviewing our submittal. We look forward to hearing from you soon.

Regards,

H.W. Lochner, Inc.



Keenan English
Planning Project Manager
405.418.5893 | kenglish@hwlochner.com



Ian Wright, PE, CM, ENV SP
Engineering Analysis Lead
316.518.9244 | iwright@hwlochner.com



Recent Experience in Airport Projects 02

Capability to Perform All Aspects of Project 04

Ability to Meet Schedules within Budget 06

Knowledge of FAA/MoDOT Regulations, Policies, and Procedures 07

Quality of Previous Airport Projects Undertaken 09

Personnel Experience and Qualifications 15

Familiarity with, and Proximity to the Project 23

Implemented Affirmative Action Program 25

Appendix - Required Forms

Affidavit of Work Authorization

E-Verify Memorandum of Understanding



RECENT EXPERIENCE IN AIRPORT PROJECTS

Lochner is a Trusted Aviation Partner

"I am writing to express my appreciation to all the staff at Lochner in Kansas City for all the work they have done to take the new Rooks County Regional Airport from a dream to a reality. Throughout the process, the Rooks County Airport Commission was given the tools necessary to deal with the complexities of the FAA and other agencies. Just preparing the paperwork alone was a tremendous benefit. It was a pleasure working with the entire Lochner staff, and we look forward to working with them in the future."

Roger Hrabe, Economic Development Director, Rooks County, Kansas

Founded in 1944, Lochner provides a wide range of services in planning, environmental management, design, and construction management for clients in aviation, surface transportation, rail, and transit infrastructure. Our team includes over 1,200 professionals who are client-focused and performance-driven. We prioritize our clients and are committed to delivering high-performance solutions.

In August 2025, Lochner merged with Egis, a global leader in architecture, consulting, construction engineering, operations, and mobility services. Lochner will drive Egis' expansion in the U.S. market, leveraging its expertise in aviation, surface transportation, and water infrastructure. The combined firm will steward organic and acquisitive growth across key sectors, including the transportation, water, energy, and environmental markets.

Lochner specializes in providing aviation solutions for both general aviation and commercial airports, having completed more than 3,000 airport projects. We have a history of pioneering innovative methods, with project teams collaborating closely with public and private sector clients to plan, evaluate, design, and implement advanced concepts. Our focus is on maximizing budgets, expediting schedules, extending asset lifespans, and increasing efficiency by avoiding unforeseen challenges and reducing project delays. **This history has fostered well-respected working relationships with MoDOT and FAA Central Region staff.**

We recognize that time and resources for City staff can be limited; therefore, it is our mission to act as an extension of airport staff, allowing you to focus less on the details of an airport project, knowing that Lochner has it under control. This also extends to times when the City requires general recommendations and guidance beyond the scope of a particular airport project. In other words, our services do not stop once the project is done. **We are more than just a consultant—we are a part of your team.** Our business and reputation are built on four basic principles:

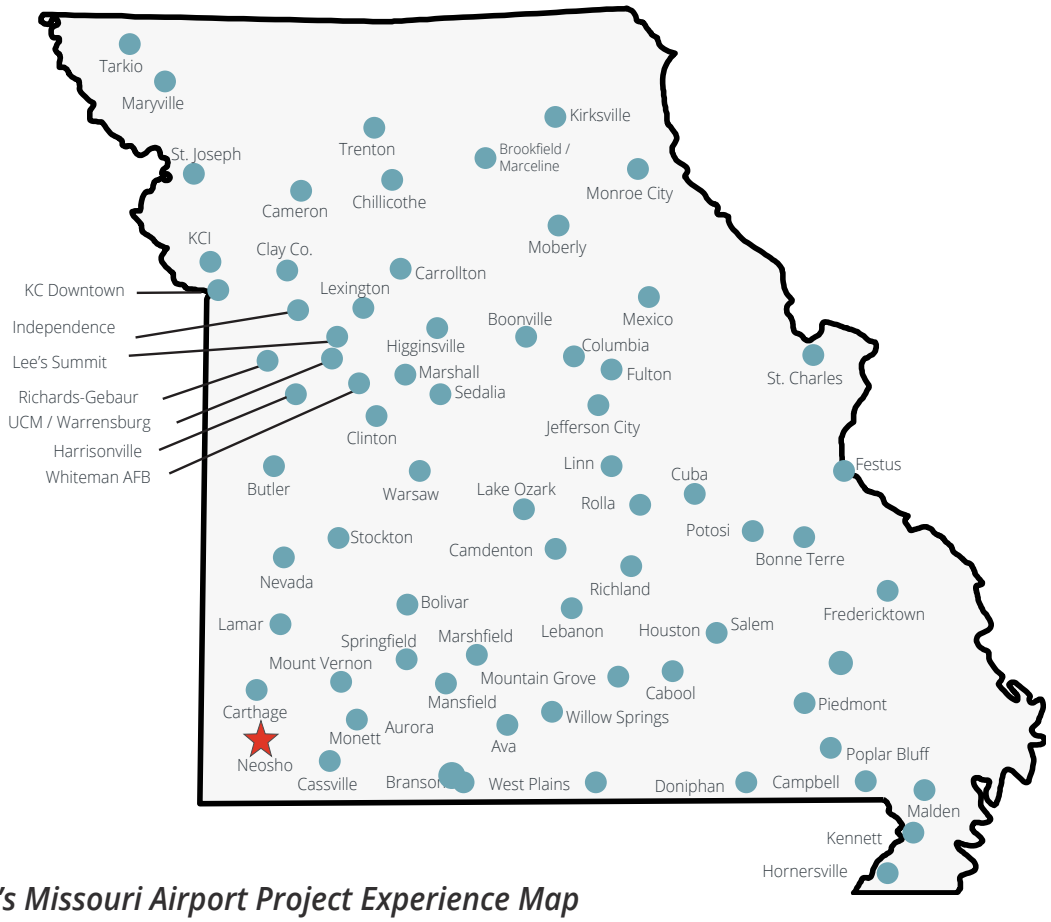
- **High-Quality Professional Services**
- **Timely Project Production and Delivery**
- **Accurate, Well-Organized, and Thorough Plans Specifications and Reports**
- **Forward-Thinking Design Practices to Progress Development**

Missouri Experience

Lochner has completed more than 3,000 airport projects, all of which have continually informed and refined procedures that increase our team's efficiency and the quality of our projects. Our past project experience has allowed us to develop well-respected working relationships with MoDOT and FAA staff, as well as with airports of all sizes, including those similar in size to EOS. **This well-rounded relationship is based on our long track-record of successful projects completed at the highlighted airports shown on Lochner's Missouri Airport Project Experience Map below, many of which have been longtime clients of Lochner.** We have the history and knowledge of the regulations, policies, and procedures necessary to achieve the City's goals. Lochner's aviation staff are solely dedicated to aviation engineering and planning projects and stand ready to assist the City.

The aviation staff and past projects featured in this submittal demonstrate our capability to work collaboratively with agencies to develop and implement innovative aviation planning solutions for each of our clients that help to guide their airport's future. With a history of pioneering innovative approaches, the Lochner team collaborates with public and private industry clients to plan, evaluate, design, and implement progressive concepts that maximize budgets, expedite schedules, extend asset life spans, and provide efficiencies through impact and maintenance reductions.

Our staff will provide project management, quality assurance and strategic analysis, planning and airspace analysis, and engineering analysis. Responsiveness to client needs is the key to Lochner's success in providing services for airports throughout the nation. By combining our national aviation experience with our subconsultants, **we are providing a team that will serve the City with familiarity, insight, objectivity, and innovation.** Through hard work and determination, Lochner has developed a reputation as a top firm within the FAA's Central Region. We are collaborative and attentive to each project's needs and goals. The lasting relationships built with our clients and teaming partners are a source of pride and evidenced through a strong track record of repeat work. The Lochner Team, led by Project Manager, **Keenan English**, and Engineering Analysis Lead, **Ian Wright, PE, CM, ENV SP**, is uniquely positioned to continue serving the City as problem solvers dedicated to transforming challenges into opportunities.



Lochner's Missouri Airport Project Experience Map

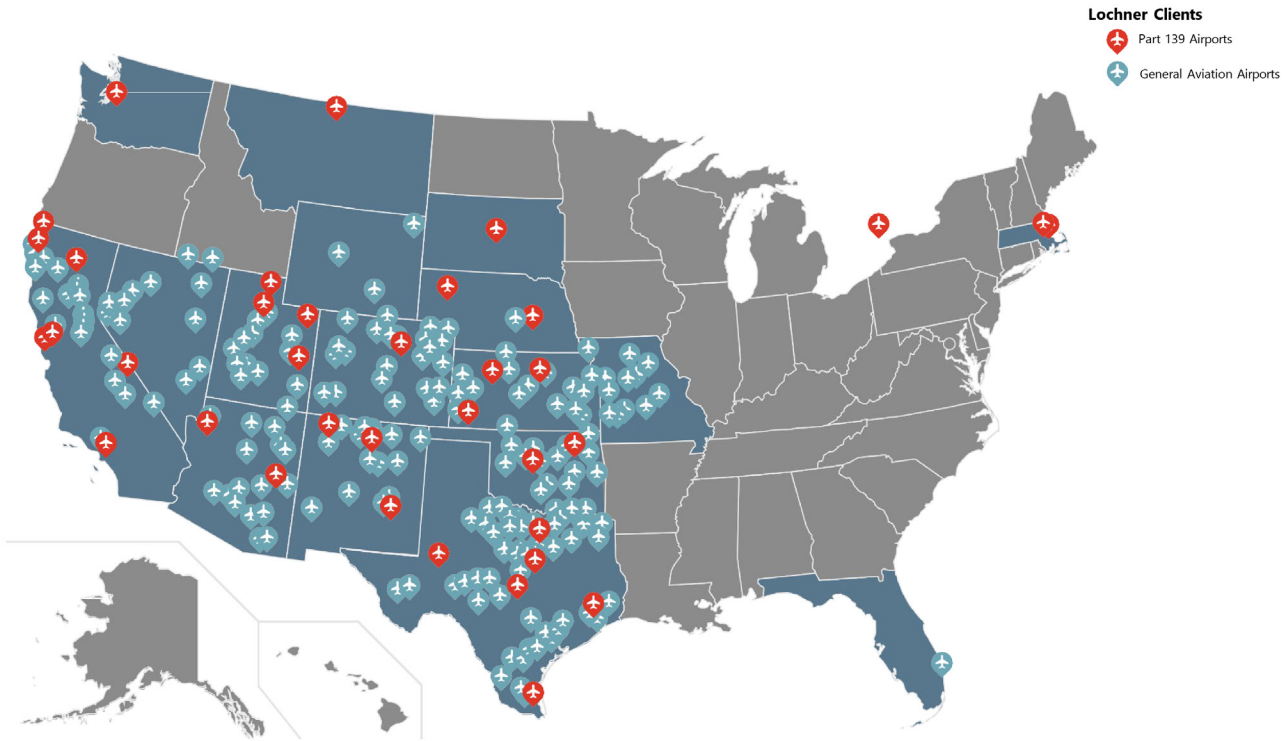
CAPABILITY TO PERFORM ALL ASPECTS OF PROJECT

Lochner's aviation staff have the expertise to successfully address the variety of projects and tasks requested by our airport clients. The staff and projects featured demonstrate our capability to work collaboratively with all project stakeholders to effectively implement and manage associated tasks to maximize funding and directly benefit the airport and its users. Lochner excels at delivering solutions for airports that have included the following:

- AGIS Obstruction Survey
- Master Plans
- Terminal Area Plans
- Exhibit A
- Grant Administration
- Environmental Documentation
- DBE Program Support
- Capital Improvement Programs
- Field Survey
- Materials Testing
- Construction Inspection
- Airport Layout Planning
- Airfield Lighting and Signage
- New Airfield Paving
- Runway and Taxiway Extensions and Widening
- Hangars
- Perimeter Fencing and Gates
- Fuel Systems
- Drainage Improvements
- Road Improvements
- Land Acquisition
- Land Releases
- Terminals
- NAVAID Installation
- Pavement Rehabilitation

Representing our range of capabilities, the projects we present highlight the work our team is able to provide. Through these projects, Lochner has developed a well-respected working relationship with each respective airport and the communities they serve, as well as MoDOT and FAA staff.

The map below shows Lochner's experience across our national aviation practice.



National Capabilities

Our national aviation team comprises over 100 dedicated professionals, and we have expanded our National Aviation Practice to cater to diverse project requirements. Our extensive experience spans across five FAA Airport District Office (ADO) regions and 13 states, providing us with a comprehensive understanding of FAA regulations, policies, and procedures, positioning us as a trusted partner for aviation projects nationwide.

Organizational Capabilities

We offer a comprehensive suite of services designed to streamline our clients' workload and deliver exceptional results. In addition to our renowned engineering designs, we provide a range of specialized services that enhance our organizational capabilities.

CAD Design – Our department of CAD Technicians, under the leadership of our **Design Manager, Elioth Acevedo, Jr.**, exclusively focus on airport designs. Their expertise ensures that every design aligns with our clients' vision while meeting FAA standards.


Elioth Acevedo Jr.

Planning – Lochner stands out for its integrated approach, with our planning and engineering departments collaborating closely on each project. Our **Project Manager Keenan English** leads this effort, providing invaluable insights to ensure compliance with airspace and design standards.


Keenan English

FAA and Grant Coordination – Amanda Mangano, our in-house specialist, ensures full compliance with FAA requirements across all of our airports utilizing her extensive background in federal contract procurement, grant administration, and program management. This proactive approach significantly reduces the administrative burden on our clients. Her expertise and commitment streamline administrative processes, enabling our clients to focus on core operations while upholding the highest standards of regulatory adherence. The Lochner team will utilize this in-depth knowledge of FAA requirements for reach project in order to meet or exceed minimum requirements right off the bat and minimize necessary review time.


Amanda Mangano

Airport Management Advisor – Paul Priegel, AAE, brings decades of experience in airport management, project administration, revenue enhancement, and community relations. His expertise serves as a valuable resource, offering insights and guidance to navigate the complexities of airport management effectively. Paul joined Lochner after serving as the Airport Director at Stillwater Regional Airport (SWO). As a new entrant into the Part 139 Scheduled Commercial Air Service Market, Paul lead the airport through a variety of regulatory and infrastructure transformations. In addition to Paul, Lochner has a team of previous airport managers who support our clients throughout the myriad of tasks that airport staff face. This service goes beyond an active project; **we are here to serve as an extension of staff throughout our partnerships.**


Paul Priegel

Missouri Capabilities

Our Missouri team, under the leadership of **Keenan English,** has extensive experience having served over 50 airports across the Central and Southwest Region, including EOS. With a thorough understanding of MoDOT and FAA Central Region regulations, local terrain, and political dynamics, our team brings a tailored approach to each project, ensuring successful outcomes that meet the unique needs of our clients in Missouri.

Team Organization

A team approach is essential for adhering to schedules and controlling budgets. By harnessing our team's collective expertise and resources, we can effectively allocate tasks, streamline processes, and spot potential challenges early. Each member brings unique insights and skills, allowing us to tackle projects from various perspectives and make quick, informed decisions. Collaboration ensures accountability and transparency, aligning everyone with project goals and timelines. Keenan English, as your Project Manager, will ensure team accountability, oversee operations at EOS, and coordinate with MoDOT.

Different departments are crucial in supporting project managers. Project coordinators help maintain schedules and post bid opportunities to facilitate progress. The CAD team, focused on airport designs, produces high-quality CAD documents efficiently, meeting rigorous standards. This cross-departmental collaboration enables us to deliver projects on time and within budget, exceeding client expectations.

ABILITY TO MEET SCHEDULES WITHIN BUDGET

At Lochner, meeting time and budget requirements is central to our approach. Through effective team organization, client proximity, and meticulous planning, we ensure projects are completed on time, within budget, and to the highest quality standards. While planning project delays are not materially the same as engineering or construction delays in their impact on the completion of a physical capital improvement, **we understand the importance of not faltering in our commitment to completing all projects, no matter the size and scope, in a time-effective manner for the benefit of our clients and the communities they serve.** Creating a plan and submitting it to the FAA according to their schedule is imperative to ensure there are no delays in programming projects. This will allow the FAA to fully understand the airport's needs and anticipate future projects and funding levels needed, setting the City and the airport up for success. Estimated completion dates are often a goal that can be affected by sponsor and MoDOT review times, as well as other unforeseen circumstances. Actual completion dates that are later than estimates do not reflect the failure of Lochner's ability to provide quality deliverables in a timely manner—by their nature, planning projects are different for every airport. Generally, master plans and ALPs take up to a year to complete.

In order to consistently and successfully work within client budgets, planning projects are typically scoped in a manner that virtually negates any risk of additional costs incurred during the project. Our scoping process is up-front and transparent to where there should not be any scope creep. Our firm has a track record of successful projects that enables us the ability to foresee potential problems during the planning phase and address them up-front. Successfully completing projects within budget has been a major factor in our success in providing aviation services. In addition to the project references provided in this proposal, the following table demonstrates our ability to best utilize budgets to adhere to schedule requirements.

Past Project Cost History on Similar Projects

AIRPORT	PROJECT	START DATE	EST. COMPLETION DATE	ACTUAL COMPLETION DATE	CONTRACT AMOUNT	FINAL AMOUNT
Wood County Airport/Collins Field *Mineola, TX*	Airport Layout Plan (subconsultant)	5/2024	5/2025	6/2025	$88,300	$88,300
Ava Bill Martin Memorial Airport *Ava, MO*	Limited Master Plan	3/2024	3/2025	2/2025	$135,000	$135,000
Cassville Municipal Airport *Cassville, MO*	Master Plan & Airport Layout Plan	1/2024	1/2024	1/2024	$289,000	$289,000
Shawnee Regional Airport *Shawnee, OK*	Terminal Area Plan	7/2023	3/2024	3/2024	$60,700	$60,700
Stroud Municipal Airport *Stroud, OK*	Airport Layout Plan	6/2023	6/2024	5/2024	$133,300	$133,300
McGregor Executive Airport *McGregor, TX*	Master Plan, Business Plan, & Misc.	4/2023	5/2024	7/2024	$246,500	$246,500
Gladewater Municipal Airport *Gladewater, TX*	Airport Layout Plan	4/2023	4/2024	10/2024	$194,100	$194,100
Atoka Municipal Airport *Atoka, OK*	Site Selection Study and Master Plan	5/2022	5/2024	5/2024	$678,941	$678,941
Ardmore Municipal Airport *Ardmore, OK*	Cargo Development Plan	11/2020	8/2021	7/2021	$111,925	$111,925
Huntsville Regional Airport *Huntsville, TX*	Master Plan	3/2018	2/2020	4/2020	$154,506	$154,506

KNOWLEDGE OF FAA/MODOT REGULATIONS, POLICIES, AND PROCEDURES

Your planning team must have a positive reputation and fruitful working relationship with MoDOT, the FAA's Central Region, specialty contractors and subcontractors, and leading aviation associations. These are the agencies and people who work together to make the aviation vision set forth by the City become a reality. Our relationship with these entities, combined with our in-depth understanding of FAA regulations, policies, and procedures, has led to the successful execution of over 3,000 airport projects over the last four decades. More than 95% of these projects have been funded through a state block grant program, within and similar to MoDOT, or directly with the FAA, granting us unparalleled expertise in handling airport projects throughout the region.

Lochner's Team is comprised of staff who have aviation-related educational backgrounds, and who solely practice aviation planning. Keenan English has 12 years of experience completing numerous aviation planning projects throughout Missouri, Kansas, Oklahoma, and Texas. He has well-established working relationships with each of the key staff we are providing for this project and has managed numerous planning projects at similar-sized airports. Keenan will be assisted by fellow aviation planners, Andrew Sites, Kyle Stelting, and Katy Moran.

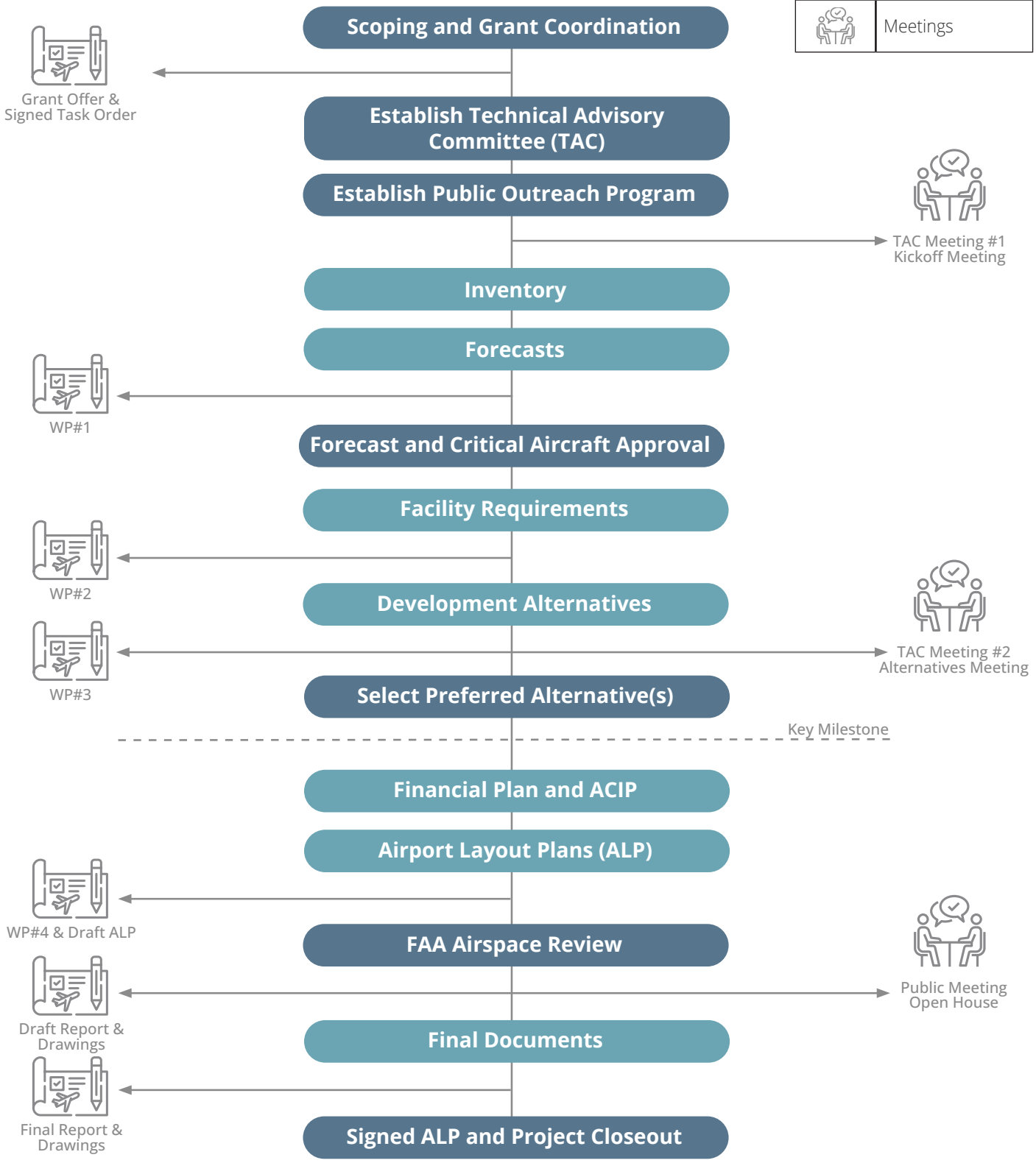
Lochner's Aviation Team also includes members that specialize in environmental science and planning. With over 19 years of combined experience, Lisa Vale and James Landry are knowledgeable with aviation-related environmental documentation. This specialty in aviation projects ensures that our environmental staff are well-versed not only in general National Environmental Policy Act (NEPA) documentation, but in specific FAA Orders pertaining to environmental documentation as well. Furthermore, our staff has worked with the FAA Central Region and MoDOT Aviation Section environmental staff on numerous projects, ranging from smaller environmental documents to large-scale Environmental Assessments (EAs) involving numerous types of specialty environmental studies. Collectively, our team has completed over 100 environmental studies specifically for airport development projects in the State of Missouri.

When the FAA, MoDOT, or an Airport Sponsor requests environmental services, Lochner begins by reviewing the most relevant FAA guidance to ensure compliance with required protocols. The most qualified environmental specialist is then assigned to conduct fieldwork and prepare the necessary documentation. Once complete, the document undergoes a secondary review by another specialist experienced in FAA regulations and MoDOT procedures. This rigorous process ensures alignment with agency expectations, reducing review cycles and revisions. By leveraging technical experts dedicated to aviation projects, Lochner consistently delivers environmental documentation on time, within budget, and with minimal comments.



Planning Project Approach

Lochner has perfected our planning project approach to deliver the highest quality planning documents to our airport clients.



QUALITY OF PREVIOUS AIRPORT PROJECTS UNDERTAKEN

A high-quality project is a direct result of having a highly experienced team with unwavering dedication to your airport's success. Achieving the highest quality project outcome requires choosing the right solution for your airport and community vision, then skillfully executing that vision. Quality and client satisfaction go hand in hand; without one, the other is minimized. The quality of a project goes beyond a successful final product. Below are various aspects in which we are dedicated to providing the highest quality to our clients:



Full-Service Team

The organization of our team plays a pivotal role in meeting time requirements. At Lochner, teamwork is fundamental, and our cohesive approach ensures timely project delivery. Our Project Manager, **Keenan English**, will work closely with our team to meet the deadlines set by our sponsors. Our team maintains strong working relationships, facilitating effective communication and organization to ensure project quality.

Our team includes grant managers, client managers, project coordinators, DBE coordinators, and airport management advisors, all working collaboratively to support your projects. We encourage clients to leverage our full range of services to not only complete your project, but also help streamline your administrative processes. **Our aim is to complement your existing staff, ease administrative burdens, and enhance airport management through collaborative support.**



In-House Planning

We streamline the planning and environmental processes by integrating both specialties under one roof. Our planners collaborate with our engineers to guarantee each project is assessed from a planning and engineering design perspective. They consider important facets of airport design, including any restrictions of the current ALP and airspace requirements. **Leveraging our planners' and engineers' understanding of MoDOT and FAA priorities, we can position airport sponsors for long-term success.**



Local Experience and Resources

Our office locations are strategically positioned to meet project needs on a consistent basis. For planning contracts, most of our work can be completed remotely, and we leverage technology to ensure instant remote availability through video, audio, and data sharing. At a moment's notice, we can make ourselves available either physically or virtually to respond to any of your needs or requests as they arise.



Quality Assurance/Quality Control (QA/QC) Program

Lochner has a culture that expects our professional reputation is maintained and enhanced as a direct result of the quality services we provide to our clients. All Lochner project deliverables are subject to a structured internal QA/QC process, including planning, environmental, engineering reports, plans, specifications, estimates, and billing. For each project, a Quality Management Plan is developed, and quality checks and reviews are integrated into the project schedule, ensuring sufficient time is allocated to identify and address any findings. This applies to Lochner's internal production as well as our subconsultants' work. As an additional step, Lochner's QA/QC process is audited annually to verify the accuracy of development and maintenance throughout the project's life cycle.

These internal control systems help us meet our organizational goals, operational efficiencies, compliance with regulations, minimize liabilities, and provide quality service for our clients. Our processes provide you with experienced professionals limiting risks for errors and allowing projects to progress in a timely and efficient manner.

Relevant Project Experience

Lochner has served Missouri airports for more than 60 years. **Over these years, our partnerships, perseverance, and hard work have resulted in hundreds of airport improvement projects at airports across the state.** As a result, we are intimately familiar with aviation in Missouri and the close working relationships with MoDOT and the FAA. Working with these two entities on a day-to-day basis, Lochner is concentrating its efforts in helping airport sponsors maximize the benefit of every dollar invested.

We have an established track record of completing projects on time and budget. This starts at the moment of project conception, followed through each key step and milestone, and ultimately project completion. In the following pages, we have included details of select relevant projects with some of our long-standing clients and encourage you to contact the references provided to learn more about our high-level client service.

Lawrence Smith Memorial Airport (LRY)
Environmental Assessment, AGIS Survey, and Tree Clearing

City of Harrisonville, MO | 2022-2024

In 2022 Lochner prepared an EA for the Lawrence Smith Memorial Airport Runway 17-35 reconstruction project in Harrisonville, Missouri. This EA pertained to the environmental impact of construction activities associated with the project including approximately 24 acres of tree clearing, approximately 3.5 acres of which were located within the 100-year floodplain. The amount of tree clearing was based on an Aeronautical Geographic Information System (AGIS) Survey that identified trees that penetrated Part 77 surfaces. Once the EA was approved by the FAA, the on-airport trees were removed in 2024. Off-airport tree clearing is still planned as the airport would need to remove them to establish night-time instrument approaches.

Project Owner	City of Harrisonville, MO
Reference	Carl Brooks, Public Works Director/City Engineer | 816.380.3997 | kcbrooks@harrisonville.com
Firm Personnel	Andrew Sites, Ian Wright, Matt Jacobs, Keenan English



Cassville Municipal Airport
Airport Layout Plan and AGIS Survey

City of Cassville, MO | 2023-2025

This project at the Cassville Municipal Airport consisted of both a master plan and an ALP with an AGIS survey. Similar to other airports in southern Missouri, Cassville is plagued with challenging terrain and limited space to develop room for aircraft maneuverability and hangar development. Lochner's goal with this master plan and ALP was to establish a baseline of developmental goals for the airport to pursue in the short-and long-term. The AGIS survey helped identify how likely and what obstruction mitigation efforts would be needed to extend their runway and improve their instrument approach visibility minimums.

Project Owner	City of Cassville, MO
Reference	Richard Asbill, City Administrator | 417.847.4441 | rasbill@cityofcassville.com
Firm Personnel	Keenan English, Andrew Sites, Ian Wright, Brian Eggold



Ava Bill Martin Memorial Airport
Limited Scope Master Plan

City of Ava, MO | 2024-2025

Lochner conducted an 18B AGIS Survey for the Madisonville Municipal Airport to re-establish night-time instrument approach procedures for their runway. Due to several trees penetrating their approach surface, the FAA had to amend Madisonville's non-precision GPS instrument approaches. The Lochner team conducted an AGIS survey and identified all trees that needed to be removed in order to re-establish night-time procedures. Many of the trees were on neighboring private property, therefore, Lochner conducted a meeting with the city and all impacted neighbors to present the survey findings, communicate implications to land owners, and get feedback.

Project Owner	City of Ava
Reference	Suzanna Welsh, City Clerk | 417.683.5516 | swelsh@avamissouri.org
Firm Personnel	Keenan English, Andrew Sites, Kyle Stelting

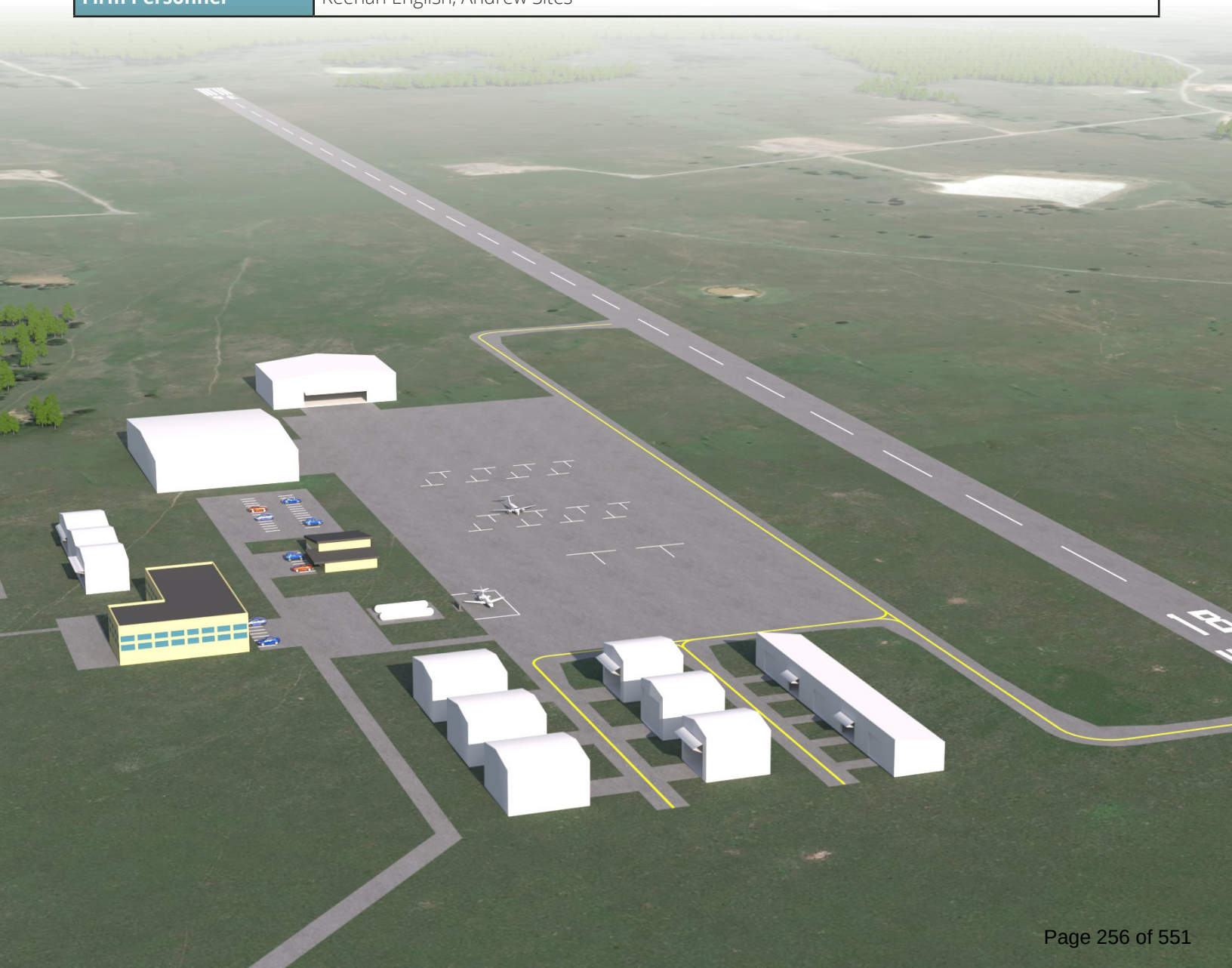


Atoka Municipal Airport
Site Selection Study and Airport Master Plan (AMP)

City of Atoka, OK | 2022-2024

Lochner conducted two planning studies for the City of Atoka to evaluate the best location to construct a new airport that would replace the existing airport. Initially, a site selection study was conducted to evaluate several sites in and around Atoka that would be suitable for an airport. Evaluation metrics included land availability, market area, utility availability, airspace clearance, environmental impacts, surface access, and terrain elevations. Once a preferred site was determined by the City's Technical Advisory Committee and City Council, Lochner conducted a master plan to determine the airfield, terminal, and facility needs for the new airport on the preferred site. Those recommendations have contributed to the ongoing effort to justify, fund, and plan for a new airport in Atoka. Recently, the FAA has expressed support for the project and Lochner is preparing to conduct an EA on the new site.

Project Owner	City of Atoka, OK
Reference	Danny Delay, City Manager | 580.889.3341 | ddelay@atokaok.org
Firm Personnel	Keenan English, Andrew Sites



McGregor Executive Airport AMP and Business Plan

City of McGregor, TX | 2022-2024

Keenan served as the Project Manager overseeing the large effort of this contract. The project resulted in Lochner providing information and recommendations for strengthening the operational rules and compliance policy of the airport, providing measures to increase revenues and a systematic way to plan for removing non-standard conditions on the airfield, while providing a progressive way to increase airport safety and capacity. The AMP provided multiple concepts and recommendations on future hangar and airport facility layouts and development.

Project Owner	City of McGregor, TX
Reference	Barry Lightfoot, Airport Director | 254.848.5477 | blightfoot@mcgregor-texas.com
Firm Personnel	Keenan English, Andrew Sites



Stroud Municipal Airport ALP

City of Stroud, OK | 2023-2025

Outside of the need to update an older and outdated ALP, Lochner created a new one for the Stroud Municipal Airport. The narrative report, which accompanied the ALP, identified a future need to extend and widen the runway and upgrade the Airport Reference Code to a higher aircraft classification code. The ALP portrayed these improvements and the airport today is in the design phase of a runway extension and widening project today. Lochner's planning team will continue to work with the airport to develop instrument procedures for the newly expanded runway.

Project Owner	City of Stroud, OK
Reference	Bob Pearman, City Manager | 918.968.2571 | bpearman@cityofstroud.org
Firm Personnel	Keenan English, Andrew Sites, Justin Franklin



References and Reputation

Consistent delivery of high quality projects and client service are key benefits of partnering with Lochner on your airport improvement projects. Examples of our exemplary work and commitment to quality are presented throughout this SOQ. The FAA has consistently commented on the exceptional quality of our engineering plans and airport planning documents. In an increasingly competitive marketplace, maintaining a strategic advantage, a strong corporate culture, and optimum client satisfaction requires top-notch talent, breakthrough ideas, and exceptional client service.

We encourage you to contact the following Lochner airports to inquire about our ability to deliver the highest level of engineering, planning, and construction administration.



ROZE FRAMPTON | City Administrator
Chillicothe Municipal Airport | City of Chillicothe, MO
660.646.2424 | cityadmin@chillicothecity.org
Project History: Runway Reconstruction, Airfield Lighting and NAVAID Installation, Pavement Rehabilitation, Fuel System, Land Acquisition, Airport Planning



TOM SANDERS | Public Works Director
Omar N Bradley Airport | City of Moberly, MO
660.269.7644 | tsanders@cityofmoberly.com
Project History: Runway and Apron Reconstruction, Airfield Lighting and NAVAID Installation, Taxilane and Hangar Construction, Pavement Rehabilitation, Airport Planning



SALLY BURBRIDGE | City Administrator
Salem Memorial | City of Salem, MO
573.729.4811 | cityadministrator@salemmo.com
Project History: Runway Overlay, Apron and Taxiway Reconstruction, Airfield Lighting and NAVAID Installation, Pavement Rehabilitation, Airport Planning, Obstruction Analysis, Obstruction Removal, Hangar and Taxilane Construction



RUSTY RIVES | City Administrator
Lamar Municipal Airport | City of Lamar, MO
417.682.5554 | rrives@lamarmo.gov
Project History: Runway Overlay, Apron and Taxiway Reconstruction, Airfield Lighting and NAVAID Installation, Pavement Rehabilitation, Airport Planning, Obstruction Analysis, Obstruction Removal, Hangar and Taxilane Construction



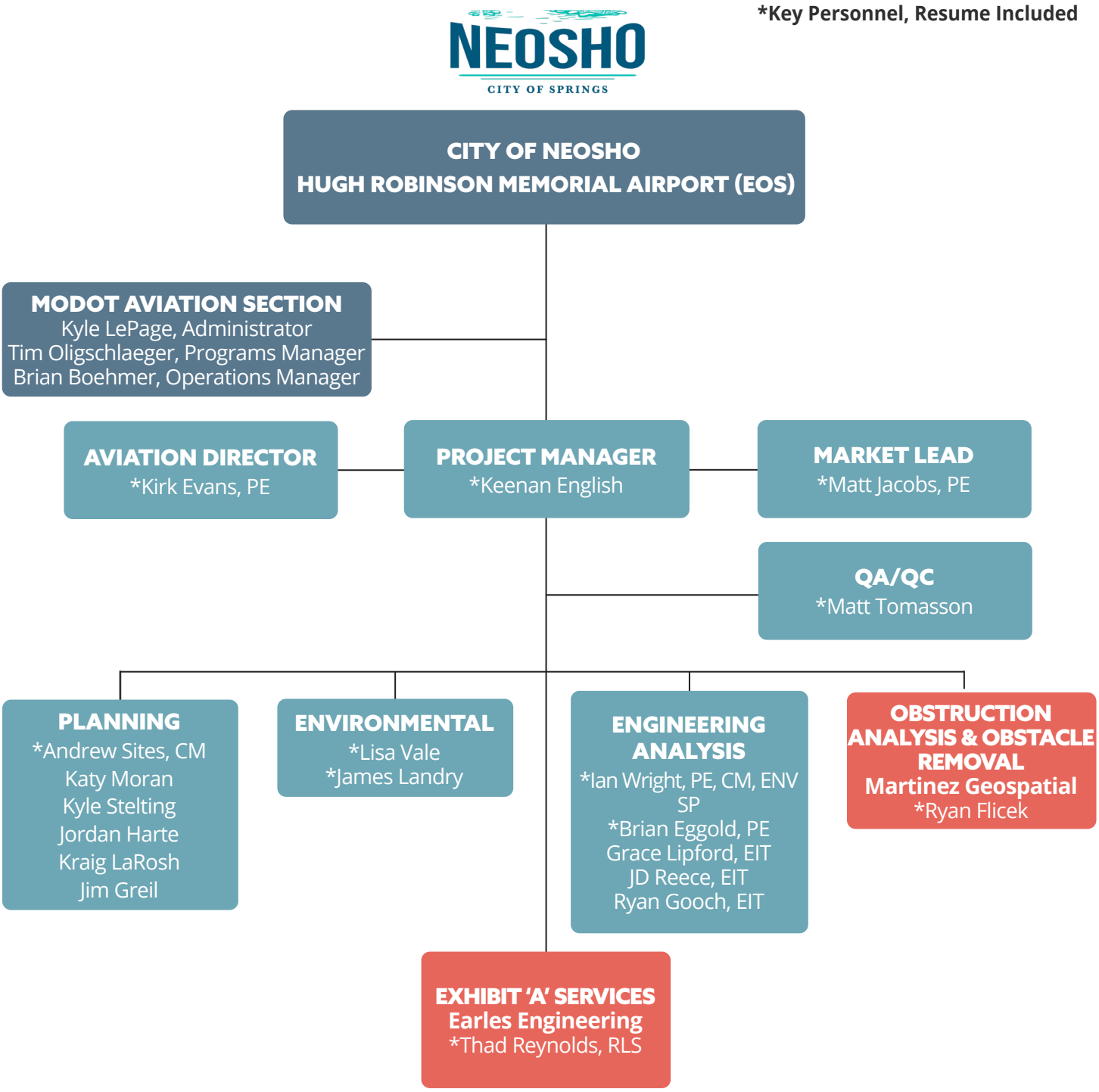
KATE FJELL | City Administrator
Jesse Viertel Memorial Airport | City of Boonville, MO
660.882.2332 | kate.fjell@boonville-mo.org
Project History: Runway, Taxiway, & Apron Construction, Runway Reconstruction, Hangar Construction, Airfield Lighting and NAVAID Installation, Land Acquisition, Airport Planning

Given our commitment to airports in Missouri, we also stay active in the local aviation community. We are active within the Missouri Airport Managers Association (MAMA) and attend regularly. **Over the last several years, Ian Wright, PE, CM, ENV SP has presented at the MAMA conference on a variety of topics**, including airport development leveraging public and private funds in Moberly, Missouri and the reconstruction of Runway 17-35 in Harrisonville, Missouri. With our involvement in Missouri aviation, our clients benefit from our industry insights, innovations and continued education. We will continue to be an extension of your staff as we remain involved in Missouri airport committees by bringing forward the needs of your community and airport. The aviation community is extremely collaborative and your airport will directly benefit from our industry involvement. **As experts in Missouri aviation, you can rest assured that your Lochner team will continue to advocate for your airport's success post-site selection.**

PERSONNEL EXPERIENCE AND QUALIFICATIONS

Organizational Chart

***Key Personnel, Resume Included**



INTRODUCING YOUR PROJECT MANAGER
KEENAN ENGLISH



PROJECT MANAGER | 15 YEARS OF EXPERIENCE

Keenan brings over 15 years of aviation experience to the Lochner aviation planning team. His experience has focused on airport management and planning and leading airport real estate development opportunities for municipalities and private development firms. He takes a data-driven and community-involving approach to understanding current and existing demands and helping airports make plans to meet those demands, justifying specific projects and programming them into the airport's CIP.

Keenan's experience and knowledge extends further as he has worked in the aviation industry his entire career in one form or another. His unique perspective and leadership in aviation has allowed him to contribute to many successful planning projects during his time with Lochner. Those projects include AMPs, ALPs, terminal area plans, terminal area layouts, narrative reports, site selection studies, property acquisitions, Aeronautical Geographic Information System (AGIS) surveys, business plans, and rules and regulations. As a former Airport Manager, Keenan has experience as a public administrator, which gives him unique insight and appreciation in the challenges of managing and operating an airport. This insight and experience enables Keenan to create successful pathways for airports, emphasizing the importance of assessing risks, staying financially solvent, and planning ahead.

EDUCATION

MS in Public Administration, University of Central Oklahoma

BS in Aviation Management/ Business Administration, University of Oklahoma

RELEVANT PROJECT EXPERIENCE

Project Manager

AMP and ALP | Cassville Municipal Airport, MO

Master Plan | Liberal Mid-America Regional Airport, KS (Project Manager)

Master Plan | Cassville Municipal Airport, MO

Master Plan | Stanton County Municipal Airport, KS

Terminal Area Plan | Ava Bill Martin Municipal Airport, MO

Airport Layout Plan | Stroud Municipal Airport, OK

Aviation Planner

Master Plan | Tribune Municipal Airport, KS





KIRK EVANS, PE

AVIATION DIRECTOR | 16 YEARS OF EXPERIENCE

Kirk is the Aviation Director within Lochner's aviation group that has provided services for aviation projects throughout the FAA Southwest Region, ranging from project management, design, and engineering and construction management. He has prepared design reports, preliminary and final plans, specifications, and estimates for a full range of air and landside projects. The management of Lochner's team is founded on the ability to provide instant communication with the client and contracting staff. Kirk's comprehensive experience combined with his knowledge of airport functions provides him with an understanding of the bigger picture—potential impacts to schedule which can affect the budget.

EDUCATION
BS, Civil Engineering,
Oklahoma State University

REGISTRATION/ CERTIFICATION
Professional Engineer:
FL, OK, TX

RELEVANT EXPERIENCE

Kirk served as the **Principal-in-Charge** on the following projects:

Master On-Call Services | Oklahoma City Airports Trust, OK

Master On-Call Services | Waco Regional Airport, TX

Airfield Pavement Capital Improvement Program | Will Rogers World Airport, OK

Airfield Pavement Rehabilitation and Electrical Improvements | Dwight D. Eisenhower National Airport, Wichita, KS



MATT JACOBS, PE

MARKET LEAD | 28 YEARS OF EXPERIENCE

Matt is a Vice President and Senior Project Manager with Lochner's aviation group. With over 28 years of experience in airport engineering, Matt has worked on over 200 design, engineering, and construction management projects at airports in six states, ranging from general aviation airfields to larger regional airports with commercial service flights. To his project management roles, he brings a wealth of experience gained through his many years as a lead airport engineer and designer; he still maintains active technical involvement in all his projects. His expertise includes the design of airport pavement facilities (runways, taxiways/taxilanes, aprons), T-Hangars, lighting, navigational aids, drainage, and fencing. He has also had considerable involvement in land acquisition on behalf of airport clients.

EDUCATION
BS, Civil Engineering,
Kansas State University

REGISTRATION/ CERTIFICATION
Professional Engineer:
MO, No. 2002025585
KS, NE, TX, SD

AFFILIATIONS
National Society of
Professional Engineers

RELEVANT EXPERIENCE

Matt served as the **Project Manager** on the following projects:

Runway 18-36 Reconstruction | Coffey County Airport, KS

Runway 17-35 Reconstruction & Runway 4-22 Shortening | Hutchinson Regional Airport, KS

Replace MIRL/MITL Systems | Coffeyville Municipal Airport, KS

Airfield Pavement Rehabilitation & Remarking | Kingman Airport-Clyde Cessna Field, KS

Airfield Pavement Rehabilitation & Electrical Improvements | Dwight D. Eisenhower National Airport, KS

Runway 17-35 Edge Lighting Replacement | Tribune Municipal Airport, KS

Replace AWOS System | Tribune Municipal Airport, KS



MATT TOMASSON PE

QA/QC | 14 YEARS OF EXPERIENCE

As the National Planning Lead, Matt oversees a range of airport planning and environmental initiatives, from master plan updates to environmental clearances for development projects. With extensive experience and education in aviation planning, management, and airport operations, he brings a wealth of knowledge to the role.

Matt collaborates closely with airport planners to ensure the highest quality execution of projects. His role also involves working with project engineers, leveraging a blend of planning and engineering perspectives to address projects from multiple angles. Additionally, Matt is an FAA-licensed private pilot, offering a valuable viewpoint as both a pilot and airport user.

Before joining Lochner, Matt worked with Mesa Airlines in airport and aircraft logistics and was part of the Scottsdale Airport operations and management team. His broad aviation background enables him to comprehensively understand the needs of all airport users and stakeholders, allowing him to deliver tailored solutions. His responsibilities include data compilation, technical writing and analysis, coordination of planning documents, and overall direction of the project team.

EDUCATION
BS in Aeronautical Management Technology, Arizona State University

LICENSES/ REGISTRATIONS
Private Pilot

RELEVANT EXPERIENCE

Matt served as the **Project Manager** on the following projects:

Airport Systems Study | Six Humboldt County Airports, CA

Airport Master Plan and Environmental Assessment | Canyonlands Regional Airport, UT

Airport Master Plan | Show Low Regional Airport



ANDREW SITES, CM

AIRPORT PLANNER | 4 YEARS OF EXPERIENCE

Andrew brings airport management experience in the form of a Bachelor of Science Degree in Aviation Management from the University of Central Missouri, serving in the Missouri Air National Guard, holding an accreditation as a Certified Member of the American Association of Airport Executives, and extensive management experience at a general aviation airport. Andrew understands the balance of adhering to stringent government standards and being flexible in the design approach for both general aviation and commercial service airports. He has contributed to Lochner's aviation team by accomplishing planning and environmental studies for airports in Missouri, Kansas, Oklahoma, Nebraska, Colorado, New Mexico, and Texas.

EDUCATION
MS, Aviation Safety
University of Central Missouri

BS, Aviation Management & Operations, University of Central Missouri

REGISTRATION/ CERTIFICATION
FAA Certified sUAS Pilot

Certified Member (CM), American Association of Airport Executives (AAAE)

RELEVANT EXPERIENCE

Ryan served as an **Airport Planner** on the following projects:

Airport Master Plan | Cassville Municipal Airport, MO

Airport Master Plan | Stanton County Municipal Airport, KS

Airport Master Plan | Ava Bill Martin Memorial Airport, MO

Airport Master Plan | Tribune Municipal Airport, KS

Airport Master Plan | Kingman Airport-Clyde Cessna Field, KS

Master On-Call | Tahlequah Municipal Airport, OK



IAN WRIGHT, PE, CM, ENV SP

ENGINEERING ANALYSIS | 10 YEARS OF EXPERIENCE

Ian joined the Lochner Aviation Team in 2016 with previous experience completing site designs for commercial facilities. His experience in the aviation sector includes completing safety capacity analyses, designing pavement reconstruction and rehabilitation projects, leading complex construction safety and phasing discussions, and assisting with airport planning. His diverse experience of airport construction inspection, design, and planning provides a unique lens for overseeing your projects and ensuring their success. Ian has worked on over 65 design, engineering, and construction management projects. His history with diverse project backgrounds and challenges position him to offer solutions that are key to your airport's future success.

EDUCATION
BS, Civil Engineering, Kansas State University

REGISTRATION/ CERTIFICATION
Professional Engineer:
KS No. 31478
MO and TX No. Pending

AAAE Certified Member (CM)

Institute for Sustainable Infrastructure (ISI) Envision Sustainability Professional (ENV SP)

RELEVANT EXPERIENCE

Project Manager

Replace Taxiway Lighting System | Emporia Municipal Airport, KS

Replace Taxiway Lighting System | Wellington Municipal Airport, KS

Reconstruct Runway 9-27 | Cassville Municipal Airport, MO

Reconstruct T-Hangar Taxilanes | Jesse Viertel Memorial Airport, MO

Expand Apron | Emporia Municipal Airport, KS

Rehabilitate Airfield Concrete & Asphalt Pavements | Independence Municipal Airport, KS

Design Engineer Reconstruct Runway 18-36 | Coffey County Airport, KS

Replace AWOS | Ulysses Airport, KS

Airfield Pavement Rehabilitation & Electrical Improvements | Dwight D. Eisenhower National Airport, KS



BRIAN EGGOLD, PE

ENGINEERING ANALYSIS | 42 YEARS OF EXPERIENCE

Brian has over 40 years of experience working on transportation projects across the midwest, with the past 18 years dedicated solely to aviation. Brian specializes in aviation pavement design and has substantial roadway engineering and water/wastewater experience. His aviation experience includes the preparation of construction plans, design reports, specifications, and cost estimates for projects involving the new construction and reconstruction of runways, taxiways, aprons, and hangars; lighting and pavement markings for runways and taxiways; lighted guidance signs; navigational aids; pavement design; storm drainage; and automated weather observation systems. In regards to pavement evaluation and rehabilitation projects, Brian is responsible for overseeing the analysis and design of all projects. He has attended several pavement workshops sponsored by the FAA, Asphalt Institute, Airports Consultants Council, and the American Concrete Pavement Association. He understands the FAA's Pavement Design Program, FAARFIELD, which produces a concrete or asphalt pavement section based on the airport's aircraft fleet mix, existing soil conditions, proposed base materials, and any required sub-grade modifications.

EDUCATION
BS, Civil Engineering, University of Kansas

REGISTRATION/ CERTIFICATION
Professional Engineer:
KS

AFFILIATIONS
American Society of Civil Engineers

RELEVANT EXPERIENCE

Brian served as a **Design Engineer** on the following projects:

Parallel Taxiway Extension | Jesse Viertel Memorial Airport, MO

Runway 13-31 Reconstruction | Omar N. Bradley Airport, MO

Aircraft Parking Apron Reconstruction | Sedalia Regional Airport, MO

T-Hangar Taxilanes Reconstruction | Cassville Municipal Airport, MO



LISA VALE

ENVIRONMENTAL SCIENTIST | 12 YEARS OF EXPERIENCE

Lisa is an environmental scientist who specializes in NEPA documentation through categorical exclusion documents or CATEXs. She has prepared hundreds of transportation NEPA documents for state and federal agencies. She previously led the Indiana Department of Transportation environmental team in reviewing and approving all NEPA documents and ensuring they are at an acceptable level while working closely with FHWA.

Environmental Certifications: Bat Investigations for Field Personnel | Categorical Exclusion Preparer | Construction Storm Water Inspection | Grasses Sedges Rushes Identification | Purpose and Need | Section 4(f) | Weeds and Wetlands Flora | Wetland and Nearby Upland Plant Identification | Wetland Delineation

EDUCATION
BS, Environmental Management, Indiana University

RELEVANT EXPERIENCE

Lisa provided **Environmental Documentation** services on the following projects:

Environmental Assessment | Salina Regional Airport, KS

T-Hangar Design and Construction | Tahlequah Municipal Airport, OK

Runway Extension | West Woodward Airport, OK

Terminal Design and Reconstruction | Elk CIty Regional Business Airport, OK

Elkhart County Roundabout | Elkhart County, IN

ITRCC Intersection Improvement & Vertical Sight Correction | LaPorte, IN

SR 218 Carroll County - HMA Overlay | Carroll, IN

SR 14 from the North Jct of US 35 to SR 17 - HMA Structural Overlay | Pulaski, IN



JAMES LANDRY

ENVIRONMENTAL SCIENTIST | 11 YEARS OF EXPERIENCE

James is an Environmental Scientist who specializes in water resources and NEPA documentation. His primary areas of expertise include stream and wetland delineation, USACE Section 404 permitting, and FAA Categorical Exclusion (CATEX) documents. James has delineated water resources in multiple different states, worked closely with a variety of State permitting agencies and USACE Districts, and completed several CATEX documents for airports across the country. He is also skilled at using GIS software to identify and map environmental resources and any potential impacts to them.

EDUCATION
BS, Marine Science and Chemistry, University of Alabama

RELEVANT EXPERIENCE

James served as an **Environmental Scientist** on the following projects:

Wildlife Exclusion Fence Installation | Bowie Municipal Airport, TX

Fuel Farm Installation | Rooke Field, TX

Fuel Farm Expansion | Rifle-Garfield County Airport, CO

Taxiway Construction, Pavement Rehabilitation, and Lighting | Pierre Regional Airport, SD

Runway Safety Area | Galveston-Scholes International Airport, TX

Taxiway E Relocation, Apron Reconstruction & Drainage Improvements | Galveston-Scholes International Airport, TX

Hangar Project | Fort Worth Meachem International Airport, TX

Taxiway Reconfiguration and Runway Extension | Draughon-Miller Central Texas Regional Airport, TX

Partnering with Our Subconsultants

Lochner has partnered with Earles Engineering & Inspection for Exhibit 'A' services and Martinez Geospatial (MTZ) for obstruction analysis and obstacle removal services. We have carefully selected them for our team due to their expertise and proven track record of success. Our history of collaboration on previous projects demonstrates our team's ability to work seamlessly together—delivering results that exceed expectations. Our team is committed to ensuring your goals receive the focused attention and specialized knowledge required for success. By leveraging our collective experience and strong working relationships, we are confident in our ability to deliver results efficiently and effectively.

Earles Engineering & Inspection, LLC (EEI), with offices located in McPherson, Liberal, and Pittsburg, Kansas, specializes in providing professional engineering and surveying services for communities and counties in Missouri and Kansas. These services include title research, topographic and boundary surveys, and Exhibit 'A' services.

Martinez Geospatial (MTZ) is a Minnesota-based, full service geospatial firm with clients spanning from coast to coast. MTZ has 50 years experience in the transportation industry, and has developed its aviation practice through proven expertise, dependability, consistency, and attentiveness to the needs of the individual airport. These qualifications are exhibited in the firm's past high-quality and robust aerial mapping & survey datasets produced at airports of all sizes, from the nation's largest Part 139 airports to small General Aviation airports. They have been intimately involved in the FAA's Airport Surveying---GIS Program (AGIS) since its inception and has developed a nationwide reputation as experts and leaders in this arena. Through successful involvement in over 200 AGIS surveys in support of Master Plans our company leverages a wealth of lessons learned to directly benefit all our airport projects.





THAD REYNOLDS, RLS

TOPOGRAPHIC SURVEYING | 29 YEARS OF EXPERIENCE

Thad is a Registered Land Surveyor and head of the company survey department. He is responsible for all land surveying, topographic surveys, subdivision staking and construction staking throughout the company. His experience includes public, private and residential projects taking him to over 50 counties in Kansas and into northern Oklahoma. He brings reliability and valuable industry knowledge to his role. Thad is the former owner of Landmark Surveying and has numerous years of service throughout the state of Kansas. He is also licensed in the state of Oklahoma.

REGISTRATIONS/ CERTIFICATIONS

Professional Surveyor
KS No. 1354, OK

RELEVANT EXPERIENCE

Airport Construction Staking and Topography Surveying:

- Syracuse-Hamilton County Airport, KS
- Rooks County Regional Airport, KS
- Liberal Mid-America Regional Airport, KS
- Hays Regional Airport, KS
- Stanton County Municipal Airport, KS
- Guymon Municipal Airport, OK

Also including numerous others:

- Boundary surveys in over 50 Counties in Kansas
- Topographic surveys in over 50 Counties in Kansas
- ALTA surveys that include commercial, residential, and industrial
- Elevation surveys that include LOMA and LOMR Applications



RYAN FLICEK

AGIS AERONAUTICAL SURVEY LEAD | 19 YEARS OF EXPERIENCE

Ryan has serviced the aviation industry in a variety of fields over the past 19 years, including experience as a pilot, an air traffic controller, and a managing consultant in the mapping/ photogrammetry field. Aviation is Ryan's passion, not only as a professional consultant but also as a flight instructor & aerobatic pilot. His knowledge of the national airport and airspace system as a professional, a teacher, and a user, give Ryan a rare, thorough understanding of the system as a whole. He has served as MTZ's Project Manager on over 200 Airport Projects on varying types. His skills include project planning, project management, procedural control, project specifications, quality assurance, compliance management, and aviation technical support.

EDUCATION

BA, Political Science
Saint Olaf College

AA, Air Traffic Control
Minneapolis Community and Technical College

Certificate in Air Traffic Control, Federal Aviation Administration Academy

REGISTRATION/ CERTIFICATION

FAA Commercial Pilot

FAA Certified Flight Instructor

FAA Certified Ground Instructor

RELEVANT EXPERIENCE

Brian served as **Project Manager providing GIS Mapping and Airspace Analysis** on the following projects:

Master Plan | Kansas City International, MO

Runway Construction | Kansas City Downtown/Wheeler, MO

Master Plan | Cassville Municipal Airport, MO

Master Plan | Cape Girardeau Regional, MO

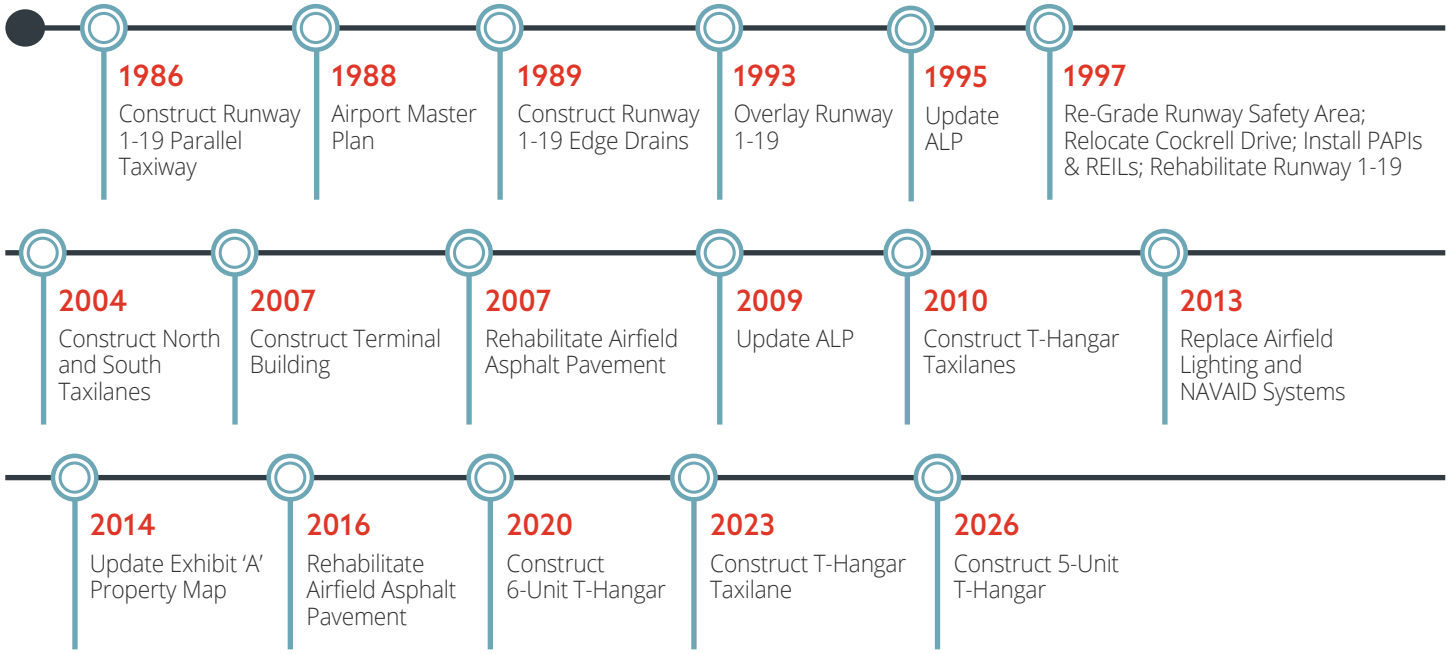
Master Plan | Lee's Summit Regional, MO

Master Plan | Floyd W Jones Lebanon, MO

Airport Layout Plan | George Bush Intercontinental, TX

FAMILIARITY WITH, AND PROXIMITY TO THE PROJECT

From our Kansas City Metro office, Lochner has proudly provided aviation engineering and planning services to the City of Neosho since 1986. We are excited to continue our partnership during this upcoming period. We can promptly address your project requests, engage with decision-makers and stakeholders onsite, and monitor construction activities effectively. Our team has a deep understanding of the local and regional needs of Neosho, as well as the requirements of those operating daily at EOS. Our partnership and history of success is outlined in the project timeline below. **The design files and instituional knowledge we have accumulated from these projects significantly reduces the time needed for familiarization with new initiatives, allowing the Lochner team to work more efficiently on your proposed improvements**.



Lochner has assembled a team of local experts to successfully meet your site selection project needs. With our office Lenexa, Kansas office, we are able to promptly address your project requests, meet with decision-makers and stakeholders onsite at the airport, and monitor project activities. Lochner has extensive experience servicing Missouri clients from our local offices—as indicated on the adjacent map. We are eager to continue offering you the same responsive, quality service we have provided to them. Since 2017, Lochner has provided the following projects in Missouri:

Salem Memorial Airport (K33)

- Construct Taxilane and T-Hangar
- Master Plan and Airport Layout Plan Update
- Obstruction Removal/Tree Clearing
- Land Acquisition

Chillicothe Municipal Airport (CHT)

- Install Fuel Facility
- Airport Master Plan and Airport Layout Plan Update
- Reconstruct Runway 14-32
- Land Acquisition

Cassville Municipal Airport (94K)

- Airport Master Plan and Airport Layout Plan
- Install Fuel Farm System
- Taxilane Reconstruction

Sedalia Regional Airport (DMO)

- Runway 5-23 Development Plan & Environmental Assessment
- Construct Box Hangar
- Reconstruct Apron
- Reconstruct Runway 18-36

Jesse Viertel Memorial Airport (VER)

- Reconstruct North T-Hangar Taxilanes
- Reconstruct Runway 18-36
- Obstruction Removal/Tree Clearing
- Parallel Taxiway Extension

Omar N Bradley Airport (MBY)

- Construct Taxilanes and T-Hangar
- Reconstruct Runway 5-23 and Replace MIRLs
- Reconstruct Apron
- Extend Runway and Parallel Taxiway

There are various planning services and projects that Lochner's Planning team offers that assist with addressing challenges and needs of our clients. These services include master plans, narrative reports, Airport Layout Plans, terminal area plans, airspace analysis, environmental compliance, land acquisitions, instrument procedure establishment, and many other needs that may come up during an on-call planning contract. Regardless of the project, our approach always involves an understanding of the airport's needs and limitations, the goals and visions of the City, a focus on safety, and providing measurable and relevant deliverables that contribute towards actual airport development and construction. Based on public information as well as previous discussions with the airport, the main focus of this on-call contract will be an Airport Layout Plan (ALP) and Master Plan or Narrative Report. The ALP and Master Plan for EOS will serve as an important planning project that will help community leaders shape the airport's development trajectory for the next several years. Beyond being a visual and descriptive snapshot of existing and future conditions, it will serve as a versatile tool that airport management, tenants, city officials, and the public can use for various purposes. Those purposes include:

- Identifying critical safety areas to mitigate airfield and airspace surface hazards
- Locating potential sites for new hangars and facilities while minimizing risks and maximizing space.
- Understanding property needs for future expansion
- Evaluating pavement and facility conditions
- Identifying and recommending mitigation for obstructions to airspace surfaces
- Developing a short- and long-term Capital Improvement Plan

Key Issues to Address

- Hangar Development Concepts – Present and recommend various locations to support future hangar areas and airport facilities.
- Meeting FAA Design Standards – Inventory non-standard airfield geometry, such as runway width, runway safety areas, taxiway safety areas, and airspace surfaces, and recommend solutions.
- Land Use and Acquisition Opportunities – Examine the current airport footprint to understand how land use and ownership impact airport improvements, such as runway lengths, potential instrument approaches, and set backs from
- Airspace Obstructions – Map the region surrounding the airport to determine what obstructions and/or trees are impacting Part 77, TERPS, and VGS airspace surfaces. Develop a plan to mitigate obstructions.
- Modernized, User-Friendly Plan Graphics - Improve readability of the ALP and Narrative with clear symbology, color coding, and callouts that non-aviation stakeholders can navigate
- Funding Path – Structure a near, mid, long-term CIP that prioritizes safety and preservation, and sequences discretionary/ entitlement funding opportunities.



Technical Approach

The overall impact of the ALP and Master Plan is to strategically position EOS to meet ever-evolving aviation demands of the future and set expectations on the needs and costs for maintaining and improving the airport. Numerous factors and conditions contribute to EOS's future growth potential. At a glance, the airport is maintained very well and has served the community well. Recent improvements have included important pavement maintenance and rehabilitation projects and constructing new T-hangars which have increased the airport's number of based aircraft. Because of these recent improvements, airport leadership has voiced the necessity for a planning project for a new Airport Layout Plan and Master Plan to help understand what the next phase of airport development could look like. From Lochner's understanding, the identified near- and long-term needs include, but are not limited to: rehabilitating various airfield pavements, constructing new taxilanes to support hangar development, identifying areas for non-aeronautical development, siting an AWOS, mitigating any airspace obstructions, and identifying any non-standard FAA design standards. Identifying other improvements and priorities will be a focus point of this planning project which will rely on community's input and Lochner's planning/engineering expertise. How, when, and where to make these types of improvements is one of the main objectives of the ALP and Master Plan. Lochner's goal is to provide information and recommendations to empower the City to make decisions based on the facts and resources available while adhering to federal and state standards.

Airport Layout Plans and Master Plans are living documents that should serve as more than just a federal obligation. When done well, they should be structured to lay the framework to develop the airport that maintains safety, adheres to FAA regulations, and informs the airport during development decisions. Our approach would be to scope the ALP and Master Plan in a way that adheres to the City's vision, but also create realistic solutions that the FAA and MoDOT can support and the City can financial fund. To do so, the projects will, at a minimum, cover the following elements:

1. Inventory

We will compile a complete baseline of existing conditions, including airfield geometry, pavement conditions, lighting/ signage/ markings, NAVAIDs and approach procedures, terminal/apron/fuel systems, hangars, land uses, utilities, and environmental constraints. This will include collecting and validating airspace obstruction data as needed.

- Standards check — Identify any nonstandard runway/ taxiway geometry (e.g., fillets, separations, OFA/OEA, TDG/ ADG compliance) under FAA AC 150/5300 13B (Change 1) to protect grant eligibility.
- Property & Exhibit 'A' — Reconcile the airport boundary and property interests (fee/easements, releases) for an updated Exhibit 'A' consistent with FAA SOP 3.0.

2. Limited Demand Forecast

Demand forecasts establish the basis for determining capital development needs by identifying the type, extent, size, location, timing, and financial feasibility of future improvements. Following approval of the scope, the forecasts are organized: 1) based aircraft and fleet mix, 2) annual operations, 3) local versus itinerant operational activity, 4) air charter operations, 5) operational fleet mix, 6) annual instrument approaches,

and 7) existing and ultimate design aircraft as necessary. Lochner will prepare an abbreviated general aviation forecast tailored to MoDOT and FAA guidance. All forecasts will be coordinated with MoDOT and the FAA in accordance with the Master Plan Advisory Circular to support ALP approval.

3. Facility Requirements

We will translate inventory/forecasts into quantified requirements for:

- Airfield — Runway length, width, and strength; line of sight; RSAs; OFAs/OFZs; taxiway network (parallel/taxilane needs); lighting, signing, and marking; approaches; and apron and ramp area capacity targets per demand, such as hangars, etc.
- Landside — Non-aeronautical infrastructure and facilities; auto parking and vehicle circulation; utilities; terminal building; and other non-airside features
- Pavement —Based rehab and reconstruction triggers; and near term treatment concepts for Runway 1/19 and other airfield pavements

4. Alternatives Development, Evaluation, & Analysis

With the Technical Advisory Committee (TAC), we will create and screen multiple airside/landside concepts that address:

- Taxiway/Taxilane System Concept — Reroute or add connectors/fillets to reduce conflict points, nonstandard geometry, and add support for hangar development; align with 13B taxiway design groups and runway incursion prevention best practices.
- Hangar Development Areas — Phase new T-hangars/ clear span sites with adequate object free clearances and access, avoiding design setbacks conflicts
- Apron/Ramp Expansion Concept — Add contiguous apron area and efficient taxilane circulation near key production/ maintenance areas to support itinerant users

- Pavement Program Concept — A staged plan for Runway 1/19 rehabilitation and airfield markings/lighting upgrades
- Weather/Comms Enhancements — Evaluate on-field NAVAIDs, AWOS, lighting, and signage and provide recommendations

Each alternative will be scored using the following criteria:

- Safety & Standards Compliance — FAA AC 150/5300 13B, RSA/OFA, geometry conformance
- Operational Efficiency & Capacity — Taxi times, conflicts, apron utilization
- Cost & Funding Eligibility — AIP/MoDOT participation potential, lifecycle
- Phasing & Constructability — Minimize production/ business disruption
- Environmental/Land Use Compatibility — Runway Protection Zone (RPZ), Part 77, TERPS, aeronautical and non-aeronautical development
- Stakeholder Alignment — City/MoDOT/Airport priorities.

5. ALP Drawing Set

The ALP will be updated in accordance with FAA Advisory Circular 150/5070-6B and the FAA's Standard Operating Procedures 2.0 and 3.0. The ALP will include: 1) Title Sheet, 2) Airport Layout Drawing, 3) Airspace Drawing, 4) Inner Portion of the Approach Surface Drawings, 5) Runway Centerline Profile Drawing, 6) Terminal Area Drawing, 7) Land

Use Drawing, 8) Exhibit 'A' Property Map, and 9) Departure Surface Drawings.

We will coordinate the collection of AGIS data and obstruction information and include a Height Hazard Zoning (HHZ) map recommendation for City adoption to protect approach/ departure surfaces; and will apply AC 150/5070-6 (Master Plans), AC 150/5300-13B (Airport Design), and the 2024 FAA Reauthorization ALP review instructions to streamline submittals and approvals with MoDOT/FAA.

6. Capital Improvement Program

Build a costed, phased CIP with candidate projects slotted into the MoDOT ACIP (near: 0–5 yrs; mid: 6–10; long: 11–20). We'll include probable costs, funding splits, and enabling steps (e.g., environmental, obstruction removal, land actions) so the Sponsor can submit a strong ACIP and preserve funding eligibility.

7. Stakeholder & Public Involvement

We will convene a Technical Advisory Committee (TAC) with City/airport leadership, MoDOT Aviation, airport users, emergency responders, and community voices as appropriate. Three structured meetings are planned (Kickoff, Alternatives Workshop, Recommendations/ALP Review), with interim check ins.

Creating a new ALP and developing a Master Plan for EOS will provide airport management and community leaders with an opportunity to revisit the vision for the airport and evaluate the existing and proposed layout to accommodate current and forecasted needs for at least the next 20 years. Creating an ALP will also ensure the existing and future development for the airport is consistent with the most current FAA design standards which enhance overall airfield safety and operations. At the end of the planning process, we want to deliver a plan that is in line with what has been and what will be discussed with City leadership. Whatever ideas and solutions are decided on, they will ideally represent a balance between big ideas, realistic outcomes, compliance with FAA regulations, cost efficiency, and ease of implementation. We feel our familiarity with Neosho, the FAA, MoDOT, and the aviation industry, coupled with our staff's expertise and talent, make Lochner the best team to provide planning services for the Neosho Hugh Robinson Airport. We are excited about this opportunity and look forward to working with you.



IMPLEMENTED AFFIRMATIVE ACTION PROGRAM

Lochner has established and implemented an Affirmative Action Plan. Executive Order 11246, Affirmative Action Plan (AAP), adopted by Lochner's Board of Directors and titled H.W. Lochner, Inc. Affirmative Action Plan, establishes an AAP for minorities and women (Part I) and covered veterans and persons with disabilities (Part II). Lochner's Affirmative Action/Equal Employment Opportunity contact is Kristin Shockley, Human Resources, 225 West Washington Street, 12th Floor, Chicago, IL, 60606.

Lochner often exceeds DBE participation goals, as we choose our partners not simply for their DBE status, but because they are true partners in our work. When selecting DBE firms for this proposal, we called upon subconsultants who we have a history of working with and/or soliciting services from for other RFQs.

With the current and ever-changing landscape of the DBE program and its federal requirements, it is imperative to have a well versed and knowledgeable team supporting your projects and ensuring adherence to compliance is upheld. Through our excellent relationship with the FAA Central Region MoDOT our team can ensure coordination of the latest requirements in conjunction with project timelines and requirements.

Our team is committed to exceeding the requirements of 49 CFR Part 26 and Executive Order 11246. This includes goal setting, good faith efforts, reporting, and monitoring requirements. We provide transparent documentation of DBE utilization, coordination with FAA ADOs and state DOT civil rights offices, thereby safeguarding the airport's eligibility for federal AIP funding.

Lochner's Affirmative Action Plan serves as evidence of our assurance. Our Affirmative Action Plan is our guide for compliance with FAA DBE requirements. In addition, we have employed several DBE subconsultants on multiple contracts nationwide.



APPENDIX — REQUIRED FORMS



AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Erik Vliek, MBA (Name of Business Entity Authorized Representative) as Business / Operations Manager (Position/Title) first being duly sworn on my oath, affirm H.W. Lochner, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that H.W. Lochner, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

E. Vliek
Authorized Representative's Signature

Erik Vliek
Printed Name

Business / Operations Manager
Title

March 16, 2026
Date

evliek@hwlochner.com
E-Mail Address

Subscribed and sworn to before me this 16th (DAY) of 03, 2026 (MONTH, YEAR). I am commissioned as a notary public within the County of Mesa (NAME OF COUNTY), State of Colorado (NAME OF STATE), and my commission expires on 01/31/2028 (DATE)

K Diaz
Signature of Notary

03/16/2026
Date

KIMBERLY DIAZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204004297
MY COMMISSION EXPIRES 01/31/2028

Company ID Number: 350597

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and H.W. Lochner, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 350597

Approved by:

Employer H.W. Lochner, Inc.	
Name (Please Type or Print) Gina M Lecas	Title
Signature Electronically Signed	Date 08/13/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/13/2010

Company ID Number: 350597

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	H.W. Lochner, Inc.
Company Facility Address	225 W Washington 12th Floor Chicago, IL 60606
Company Alternate Address	
County or Parish	COOK
Employer Identification Number	362338811
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1 site(s)

Company ID Number: 350597

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

IL	1

Company ID Number: 350597

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Shelly L Flores
Phone Number	7852013432
Fax	7858273029
Email	sflores@hwlochner.com

Company ID Number: 350597

This list represents the first 20 Program Administrators listed for this company.

March 26, 2026

Cheyenne Wright, City Clerk
City of Neosho
203 East Main Street
Neosho, MO 64850

RE: Statement of Qualifications and Experience | Airport Engineering Consultants | Neosho Hugh Robinson Memorial Airport (EOS)

Dear Ms. Wright and Members of the Selection Committee,

The Lochner Team is eager to continue our partnership with the City of Neosho (City) in providing design and construction services for airfield development projects at the Neosho Hugh Robinson Memorial Airport (EOS). We understand the City is committed to providing a highly successful and functional airport that supports community needs and encourages the growth of local and aviation business. Selecting an engineering firm that aligns seamlessly with your priorities and values is crucial, as it sets the foundation for a capable consulting team dedicated to working alongside you. The Lochner Team we present possesses the qualifications, experience, availability, proximity, and character you seek, complemented by a suite of services. In this Statement of Qualifications and Experience (SOQ), you will find we offer:

A Team that Understands Your Needs

Our team is deeply invested in your community with a strong understanding of the City and EOS's unique needs. The state of Missouri holds significant importance to us, and we are dedicated to partnering with you to ensure that our work contributes to the continued growth and success of EOS. Coupled with a strong bench of in-house airport engineering and planning personnel, the synergy between our proposed teams for this Airport Engineering Consultants contract and your Airport Planning Consultants contract keeps the City's risk low.

Historical Knowledge of EOS Coupled with Fresh Perspective

Our team has a historical and institutional knowledge of the airfield, having completed over 20 engineering and planning projects over the last several decades, combined with the stability of team personnel who have consistently served your airfield needs. While we bring this invaluable experience and understanding, our team has also expanded exponentially over the last few years, providing us additional perspectives and valuable resources to face any challenge that may present itself. We combine our familiarity of your airport's needs with innovative ideas to continue supporting your Capital Improvement Plan (CIP) and upcoming projects. This blend of experience and new insight positions us to provide impactful and efficient solutions for EOS's continued success.

Strong Team Experience and Leadership Continuity

This team brings extensive experience working on airports similar to EOS and is well-versed in the types of projects outlined in the Request for Qualifications and Experience. **Your projects will be led by Ian Wright, PE, CM, ENV SP,** who has been a key contributor to the most recent airport improvements at EOS. His design expertise, project management, and leadership throughout these exciting improvements at EOS are a testament to his unwavering commitment to the City, his clients across Missouri, and his team to ensure exceptional results are delivered. **This is a team you can trust.**

These next five years are about helping the City and airport achieve their goals, while successfully delivering the projects desired. In doing so, our extensive team of aviation industry experts and our proposed subconsultants are excited to continue our partnership and our commitment to EOS's future growth and success. If you require additional information in your selection process, please do not hesitate to contact us at your convenience. Thank you for your consideration.



Ian Wright, PE, CM, ENV SP – Project Manager
316.518.9244 | iwright@hwlochner.com



Recent Experience in Airport Projects 01

Capability to Perform All Aspects of Project 03

Ability to Meet Schedules within Budget 05

Knowledge of FAA/MoDOT Design and Construction Standards 07

Knowledge of FAA/MoDOT Regulations, Policies, and Procedures 07

Quality of Previous Airport Projects Undertaken 09

Personnel Experience and Qualifications 15

Familiarity with, and Proximity to the Project 26

Implemented Affirmative Action Program 35

Appendix - Required Forms

- Affidavit of Work Authorization
- E-Verify Memorandum of Understanding



RECENT EXPERIENCE IN AIRPORT PROJECTS

Lochner is a Trusted Aviation Partner

"I am writing to express my appreciation to all the staff at Lochner in Kansas City for all the work they have done to take the new Rooks County Regional Airport from a dream to a reality. Throughout the process, the Rooks County Airport Commission was given the tools necessary to deal with the complexities of the FAA and other agencies. Just preparing the paperwork alone was a tremendous benefit. It was a pleasure working with the entire Lochner staff, and we look forward to working with them in the future."

Roger Hrabe, Economic Development Director, Rooks County, Kansas

Founded in 1944, Lochner provides a wide range of services in planning, environmental management, design, and construction management for clients in aviation, surface transportation, rail, and transit infrastructure. Our team includes over 1,200 professionals who are client-focused and performance-driven. We prioritize our clients and are committed to delivering high-performance solutions.

In August 2025, Lochner merged with **Egis**, a global leader in architecture, consulting, construction engineering, operations, and mobility services. Lochner will drive Egis' expansion in the U.S. market, leveraging its expertise in aviation, surface transportation, and water infrastructure. The combined firm will steward organic and acquisitive growth across key sectors, including the transportation, water, energy, and environmental markets.

Lochner specializes in providing aviation solutions for both general aviation and commercial airports, having completed more than 3,000 airport projects. We have a history of pioneering innovative methods, with project teams collaborating closely with public and private sector clients to plan, evaluate, design, and implement advanced concepts. Our focus is on maximizing budgets, expediting schedules, extending asset lifespans, and increasing efficiency by avoiding unforeseen challenges and reducing project delays. **This history has fostered well-respected working relationships with Missouri Department of Transportation (MoDOT) and Federal Aviation Administration (FAA) Central Region staff.**

We recognize that time and resources for City staff can be limited; therefore, it is our mission to act as an extension of airport staff, allowing you to focus less on the details of an airport project, knowing that Lochner has it under control. This also extends to times when the City requires general recommendations and guidance beyond the scope of a particular airport project. In other words, our services do not stop once the project is done. **We are more than just a consultant—we are a part of your team.** Our business and reputation are built on four basic principles:

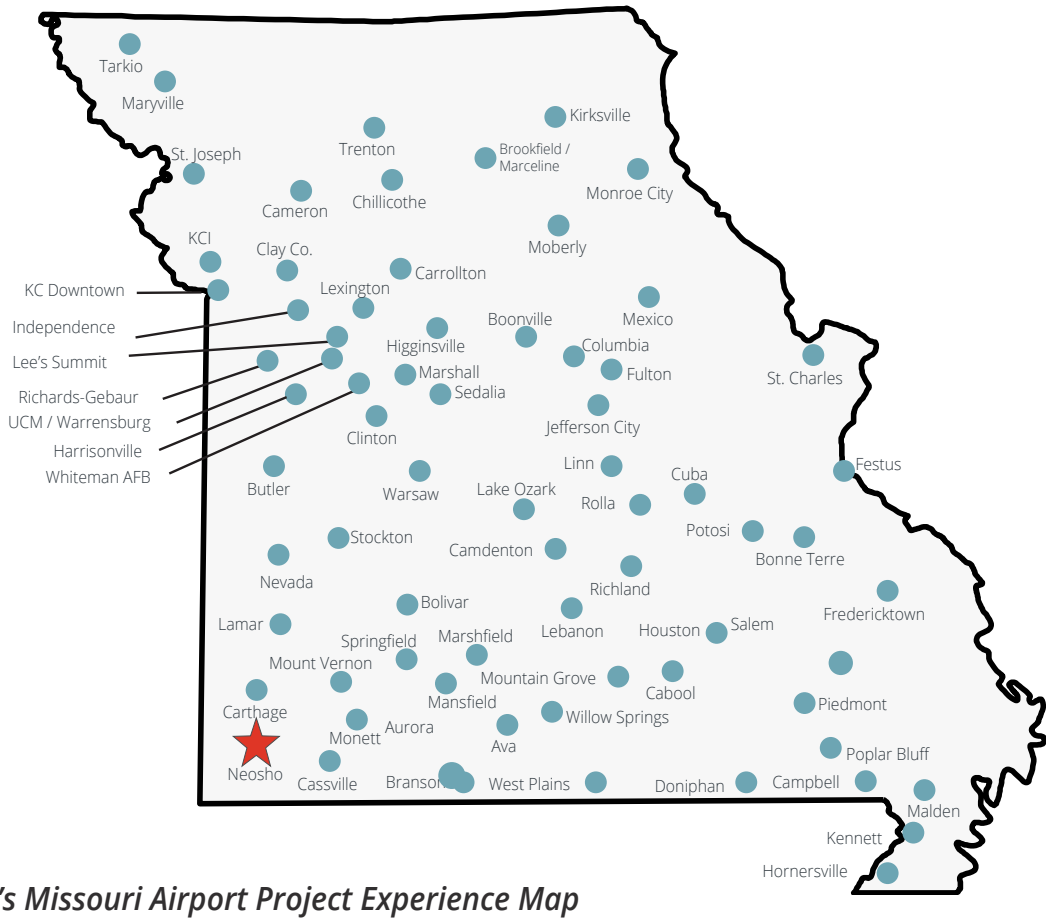
- **High-Quality Professional Services**
- **Timely Project Production and Delivery**
- **Accurate, Well-Organized, and Thorough Plans Specifications and Reports**
- **Forward-Thinking Design Practices to Progress Development**

Missouri Experience

Lochner has completed more than 3,000 airport projects, all of which have continually informed and refined procedures that increase our team's efficiency and the quality of our projects. Our past project experience has allowed us to develop well-respected working relationships with MoDOT and FAA staff, as well as with airports of all sizes, including those similar in size to EOS. **This well-rounded relationship is based on our long track-record of successful projects completed at the highlighted airports shown on Lochner's Missouri Airport Project Experience Map below, many of which have been long-time clients of Lochner.** We have the history and knowledge of the regulations, policies, and procedures necessary to achieve the City's goals. Lochner's aviation staff are solely dedicated to aviation engineering and planning projects and stand ready to assist the City.

The aviation staff and past projects featured in this submittal demonstrate our capability to work collaboratively with agencies to develop and implement innovative aviation engineering solutions for each of our clients that help to guide their airport's future. With a history of pioneering innovative approaches, the Lochner team collaborates with public and private industry clients to plan, evaluate, design, and implement progressive concepts that maximize budgets, expedite schedules, extend asset life spans, and provide efficiencies through impact and maintenance reductions.

Our staff will provide project management, quality assurance and strategic analysis, planning and airspace analysis, and engineering analysis. Responsiveness to client needs is the key to Lochner's success in providing services for airports throughout the nation. By combining our national aviation experience with our subconsultants, **we are providing a team that will serve the City with familiarity, insight, objectivity, and innovation.** Through hard work and determination, Lochner has developed a reputation as a top firm within the FAA's Central Region. We are collaborative and attentive to each project's needs and goals. The lasting relationships built with our clients and teaming partners are a source of pride and evidenced through a strong track record of repeat work. The Lochner team, led by Project Manager, **Ian Wright, PE, CM, ENV SP**, is uniquely positioned to continue serving the City as problem solvers dedicated to transforming challenges into opportunities.



Lochner's Missouri Airport Project Experience Map

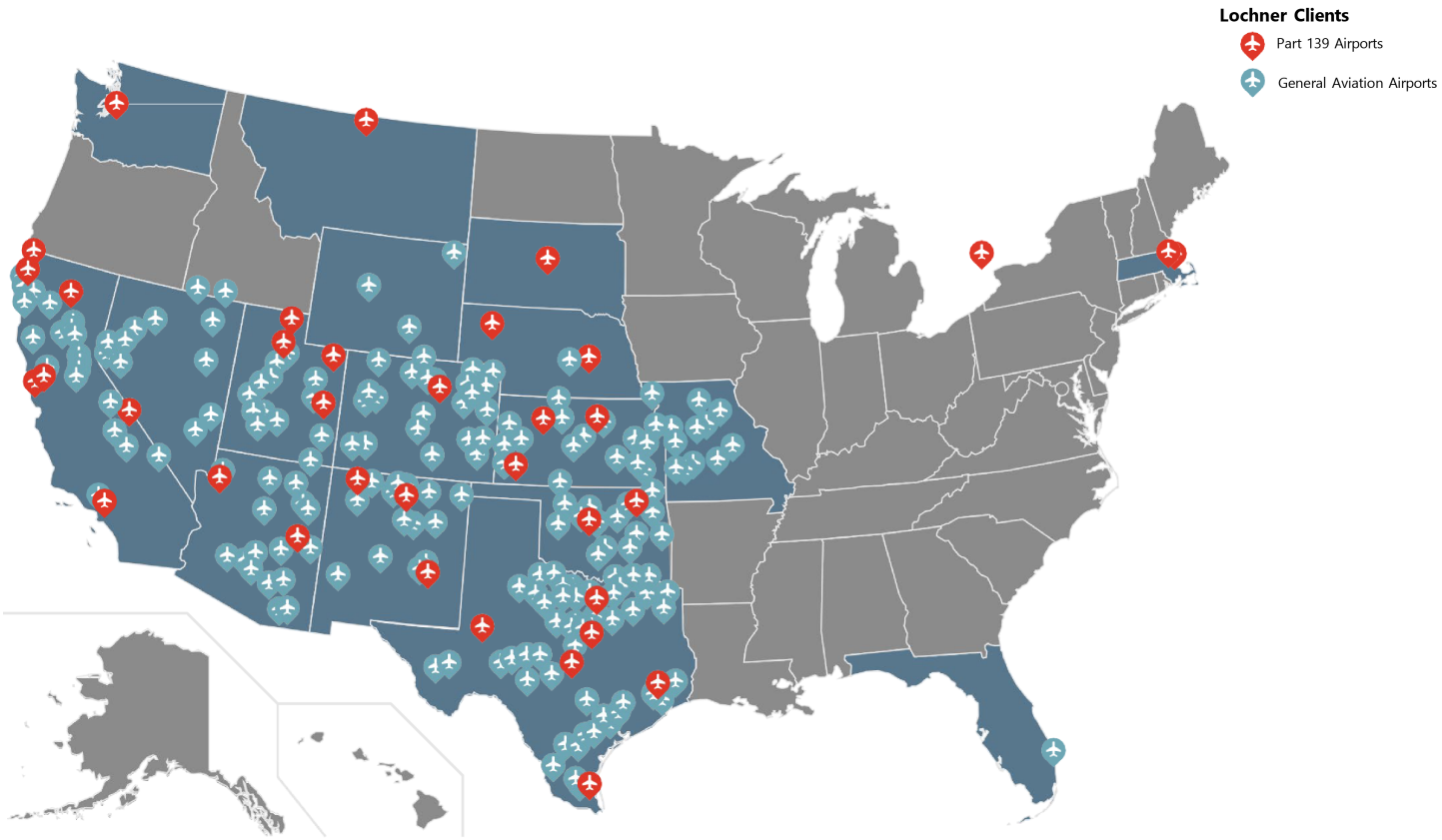
CAPABILITY TO PERFORM ALL ASPECTS OF PROJECT

Lochner's aviation staff have the expertise to successfully address the variety of projects and tasks requested by our airport clients. The staff and projects featured demonstrate our capability to work collaboratively with all project stakeholders to effectively implement and manage associated tasks to maximize funding and directly benefit the airport and its users. Lochner excels at delivering solutions for airports that have included the following:

- Grant Administration
- Environmental Documentation
- DBE Program Support
- Capital Improvement Programs
- Field Survey
- Materials Testing
- Construction Inspection
- Airport Layout Planning
- Airfield Lighting and Signage
- New Airfield Paving
- Runway and Taxiway Extensions and Widening
- NAVAID Installation
- Pavement Rehabilitation
- Hangars
- Perimeter Fencing and Gates
- Fuel Systems
- Drainage Improvements
- Road Improvements
- Land Acquisition
- Terminals

Representing our range of capabilities, the projects we present highlight the work our team is able to provide. Through these projects, Lochner has developed a well-respected working relationship with each respective airport and the communities they serve, as well as MoDOT and FAA staff.

The map below shows Lochner's experience across our national aviation practice.



National Capabilities

Our national aviation team comprises over 100 dedicated professionals, and we have expanded our National Aviation Practice to cater to diverse project requirements. Our extensive experience spans across five FAA Airport District Office (ADO) regions and 13 states, providing us with a comprehensive understanding of FAA regulations, policies, and procedures, positioning us as a trusted partner for aviation projects nationwide.

Organizational Capabilities

We offer a comprehensive suite of services designed to streamline our clients' workload and deliver exceptional results. In addition to our renowned engineering designs, we provide a range of specialized services that enhance our organizational capabilities.

CAD Design - Our department of CAD Technicians, under the leadership of our **Design Manager, Elioth Acevedo, Jr.**, exclusively focus on airport designs. Their expertise ensures that every design aligns with our clients' vision while meeting FAA standards.


Elioth Acevedo Jr.

Planning - Lochner stands out for its integrated approach, with our planning and engineering departments collaborating closely on each project. Our **Planning Manager, Keenan English,** leads this effort, providing invaluable insights to ensure compliance with airspace and design standards.


Keenan English

FAA and Grant Coordination - Amanda Mangano, our in-house specialist, ensures full compliance with FAA requirements across all of our airports utilizing her extensive background in federal contract procurement, grant administration, and program management. This proactive approach significantly reduces the administrative burden on our clients. Her expertise and commitment streamline administrative processes, enabling our clients to focus on core operations while upholding the highest standards of regulatory adherence. The Lochner team will utilize this in-depth knowledge of FAA requirements for reach project in order to meet or exceed minimum requirements right off the bat and minimize necessary review time.


Amanda Mangano

Airport Management Advisor - Paul Priegel, AAE, brings decades of experience in airport management, project administration, revenue enhancement, and community relations. His expertise serves as a valuable resource, offering insights and guidance to navigate the complexities of airport management effectively. Paul joined Lochner after serving as the Airport Director at Stillwater Regional Airport (SWO). As a new entrant into the Part 139 Scheduled Commercial Air Service Market, Paul lead the airport through a variety of regulatory and infrastructure transformations. In addition to Paul, Lochner has a team of previous airport managers who support our clients throughout the myriad of tasks that airport staff face. This service goes beyond an active project; **we are here to serve as an extension of staff throughout our partnerships.**


Paul Priegel

Missouri Capabilities

Our Missouri team, under the leadership of **Ian Wright, PE, CM, ENV SP,** has extensive experience having served over 50 airports across the state, including EOS. With a thorough understanding of MoDOT and FAA Central Region regulations, local terrain, and political dynamics, our team brings a tailored approach to each project, ensuring successful outcomes that meet the unique needs of our clients in Missouri.

Team Organization

A team approach is essential for adhering to schedules and controlling budgets. By harnessing our team's collective expertise and resources, we can effectively allocate tasks, streamline processes, and spot potential challenges early. Each member brings unique insights and skills, allowing us to tackle projects from various perspectives and make quick, informed decisions. Collaboration ensures accountability and transparency, aligning everyone with project goals and timelines. Ian Wright, PE, CM, ENV SP will ensure team accountability, oversee operations at EOS, and coordinate with MoDOT.

Different departments are crucial in supporting project managers. Project coordinators help maintain schedules and post bid opportunities to facilitate progress. The CAD team, focused on airport designs, produces high-quality CAD documents efficiently, meeting rigorous standards. This cross-departmental collaboration enables us to deliver projects on time and within budget, exceeding client expectations.

Effective Phasing Plans

Effective phasing plans are crucial for minimizing disruptions to airport operations and enhancing construction efficiency. By utilizing the expertise of former airport managers on our team, we create detailed Construction Safety and Phasing Plans (CSPPs) that balance safety and productivity. Our CSPPs are thoroughly reviewed and vetted, simplifying the approval process and clearly defining work phases and areas. This approach improves operational safety, contractor certainty, and ensures timely project completion with minimal surprises.

Qualified Resident Project Representatives (RPRs)

Lochner provides comprehensive airport services, including conceptual design, project design, construction administration, and inspection. Our experienced engineers excel in managing projects with complex design requirements, addressing challenges like difficult soil conditions and topography. With a dedicated team of RPRs on-site during construction, we ensure compliance with FAA specifications and successful project outcomes that adhere to the project's schedule and budget.

Our RPRs are crucial, serving as liaisons between engineers, clients, and construction managers. They not only handle inspections but also excel in conflict resolution, maintaining a smooth working environment even under pressure. Rain or shine, they keep projects on track and ensure seamless execution. The direct involvement of our engineers and project managers, combined with their expertise in AIP processes, ensures high-quality, on-budget, and timely project inspections. Lochner combines experience, expertise, and effective coordination for every project.

In-House Planning & Engineering

We streamline planning and engineering by integrating both functions within one firm. Our engineers collaborate with planners on Airport Master Plans (AMPs) and Environmental Assessments (EAs), assessing development feasibility and contributing to the Airport Capital Improvement Plan (ACIP) preparation. Their knowledge of MoDOT and FAA priorities helps create realistic development plans that ensure long-term success for airport sponsors.

Our planners also provide essential insights on engineering projects, evaluating them from a planning perspective. They consider key aspects like restrictions from the current Airport Layout Plan (ALP) and airspace requirements. This integrated approach ensures that engineering projects align with your growth and development goals.

By consolidating these services, we save you time and money, offering a comprehensive view of your airport. Our team works cohesively to execute your projects and realize your vision.

Full-Service Support

Lochner operates as a comprehensive, full-service team, offering expertise across various domains. Our team includes grant managers, client managers, project coordinators, DBE coordinators, and airport management advisors, all working collaboratively to support your projects. We thrive on camaraderie and hard work, fostering a supportive environment where colleagues become friends.

We encourage clients to leverage our full range of services to meet not only our deadlines but also your own, streamlining your administrative processes. Our aim is to alleviate your workload and facilitate effective airport management as an extension of your staff.



ABILITY TO MEET SCHEDULES WITHIN BUDGET

At Lochner, meeting time and budget requirements is central to our approach. Through effective team organization, client proximity, and meticulous planning, we ensure projects are completed on time, within budget, and to the highest quality standards. Our design process begins with thorough site investigations and rigorous quality control, resulting in accurate, clear plans. Our CSPPs minimize operational impact while maximizing construction efficiency. We continually review new techniques for timely implementation and monitor progress with daily checks and weekly meetings to prevent overruns.

Operating from ten Lochner Aviation Offices, we serve over 300 airports across the U.S. Our extensive experience allows us to tailor solutions to each airport's unique needs, ensuring successful development in the aviation sector. **In addition to the project references provided in this SOQ, the table below demonstrates our ability to best utilize budgets to adhere to schedule requirements.**

We realize that construction delays often relate to contractor/engineering relationships, and to airport construction management and observation experience. Prevention of cost overruns is also a function of experience. Cost overruns can best be avoided by a definitive set of plans and specifications, an informative pre-construction conference to ensure conveyance of project details to prospective contractors, rigid testing procedures, and some flexibility built into the project during the design phase. Our firm has a track record of successful projects that enable us the ability to foresee potential problems during the planning, design, and construction phases. Successfully completing projects within budget has been a major factor in our success in providing aviation services. On numerous occasions, our engineering projects have had funds remaining. The table below depicts our ability to estimate a project's cost and control overruns..

Past Project Cost History on Similar Projects					
AIRPORT	PROJECT DESCRIPTION	ENGINEER'S ESTIMATE	LOW BIDDER'S PRICE	FINAL COST	FINAL COST AS % OF BID PRICE
MoDOT 10-Pack	Airport Asphalt Pavement Maintenance Program	$3,049,691	$2,366,297	$2,242,637	94.8%
Cabool, MO	Rehabilitate Airfield Asphalt Pavement	$325,000	$179,331	$180,941	100.9%
Coffeyville, KS	Rehabilitate Asphalt Runway 4-22	$415,000	$291,160	$283,187	97.3%
Rooks County, KS	Rehabilitate Airfield Concrete Pavement	$650,684	$363,141	$362,699	99.9%
Kingman, KS	Rehabilitate Airfield Concrete Pavement	$505,000	$459,663	$426,774	92.8%
Boonville, MO	Reconstruct Runway 18-36 & Replace Edge Lights	$3,890,847	$3,748,800	$3,692,310	98.5%
Chillicothe, MO	Reconstruct Runway 14-32 & Replace Edge Lights	$4,295,000	$3,343,746	$3,332,267	99.7%
Harrisonville, MO	Reconstruct Runway 17-35 & Replace Edge Lights	$6,250,000	$4,587,376	$4,458,683	97.2%
Coffeyville, KS	Replace Runway 17-35 Edge Lights, Taxiway Edge Lights, and Guidance Signs	$613,000	$423,763	$426,298	100.6%

KNOWLEDGE OF FAA/MODOT DESIGN AND CONSTRUCTION STANDARDS

The Lochner team is committed to staying on top of the latest planning, design, and construction guidance that is released from the FAA and other industry partners. Our engineers undergo regular internal training, as well as annual professional development hours, and we make a concerted effort to go above and beyond to stay on the cutting edge of understanding and implementing new planning and design criteria and programs. **Lochner's engineers Brian Eggold, PE, JD Reece, EIT, and Grace Lipford, EIT have all recently attended virtual training sessions hosted by the Airport Consultants Council.**

As it relates to our past project history, we routinely submit designs, specifications, and planning documents to the FAA and MoDOT and typically receive minimal comments or edits. Every design and planning approach involves continuously referencing all FAA advisories, memos, and other publications to ensure standards are being met. Moreover, our relationship with MoDOT and the FAA Central Region allows us to freely discuss any changes or questions about FAA/MoDOT standards without hesitation.



Brian Eggold, PE



JD Reece, EIT



Grace Lipford, EIT



KNOWLEDGE OF FAA/MODOT REGULATIONS, POLICIES, AND PROCEDURES

Your engineering team must have a positive reputation and fruitful working relationship with MoDOT, the FAA Central Region, specialty contractors and subcontractors, and leading aviation associations. These are the agencies and people who work together to make the aviation vision set forth by the City become a reality. Our relationship with these entities, combined with our in-depth understanding of FAA regulations, policies, and procedures, has led to the successful execution of over 3,000 airport projects over the last four decades. **Over 95% of these projects have been funded through a state block grant program, within and similar to MoDOT, or directly with the FAA, granting us unparalleled expertise in handling airport projects throughout the region.**

Lochner continues to keep in-tune with additional funding avenues and programs provided by the FAA, such as the Infrastructure Investment and Jobs Act (IIJA) which provides for additional funding for airfield development projects for FFY 2022-2026. **With the uncertainty involving the change in administration and the effects on these previously established airport project funding programs, Ian Wright has remained informed of the latest from Washington D.C.** He has attended several meetings and conferences over the past several months to better understand the administration's intentions with the anticipated change in program guidance. This invaluable insight allows him to guide his clients and provide a better sense of understanding and path forward with their proposed projects.

Through our aviation work across Missouri, we have gained direct and insightful familiarity with the requirements of MoDOT and the FAA's funding opportunities/cycles. Our dedication to building strong partnerships and delivering high-quality work for our clients has allowed Lochner to develop well-respected working relationships with staff at both agencies.

Lochner's expertise in MoDOT and FAA's funding mechanisms and regulations provides the City a resource that maximizes the available opportunities for growth. Our effective relationship with both agencies has positioned Lochner to be another voice advocating for your needs. By keeping aware of potential opportunities, we have the ability to design with alternates in mind, thus maximizing the available funding when the opportunity arises.

In addition to staying on top of the latest design and construction standards, Lochner also has an understanding of the typical steps for design, bidding, and construction projects funded by MoDOT and the FAA that adhere to their established regulations, policies, and procedures, as shown below.

PHASE I: DESIGN REPORT

Pre-Design Conference
Lochner | City | MoDOT

→ **Scope Consultant Services & Project**
Lochner | City | MoDOT

→ **Engineer's Design Report**
Lochner

→ **Submit Engineer's Design Report**
Lochner

Design Survey; Geotechnical & Pavement Investigation
Proposed Design Criteria
Pavement Design; Alternatives Evaluation;
Environmental Permitting; Construction Safety & Phasing
Lochner | Engineering Surveys & Services (ES&S) | Palmerton & Parrish, Inc. (PPI)

PHASE II: PS&E AND BIDDING

Prepare & Submit 90% PS&E*
Lochner

→ **90% PS&E* Review Meeting**
Lochner | City | MoDOT

→ **Prepare Final PS&E***
Lochner

→ **Approve Final PS&E***
City | MoDOT

→ **Project Bidding Process**
Lochner | City

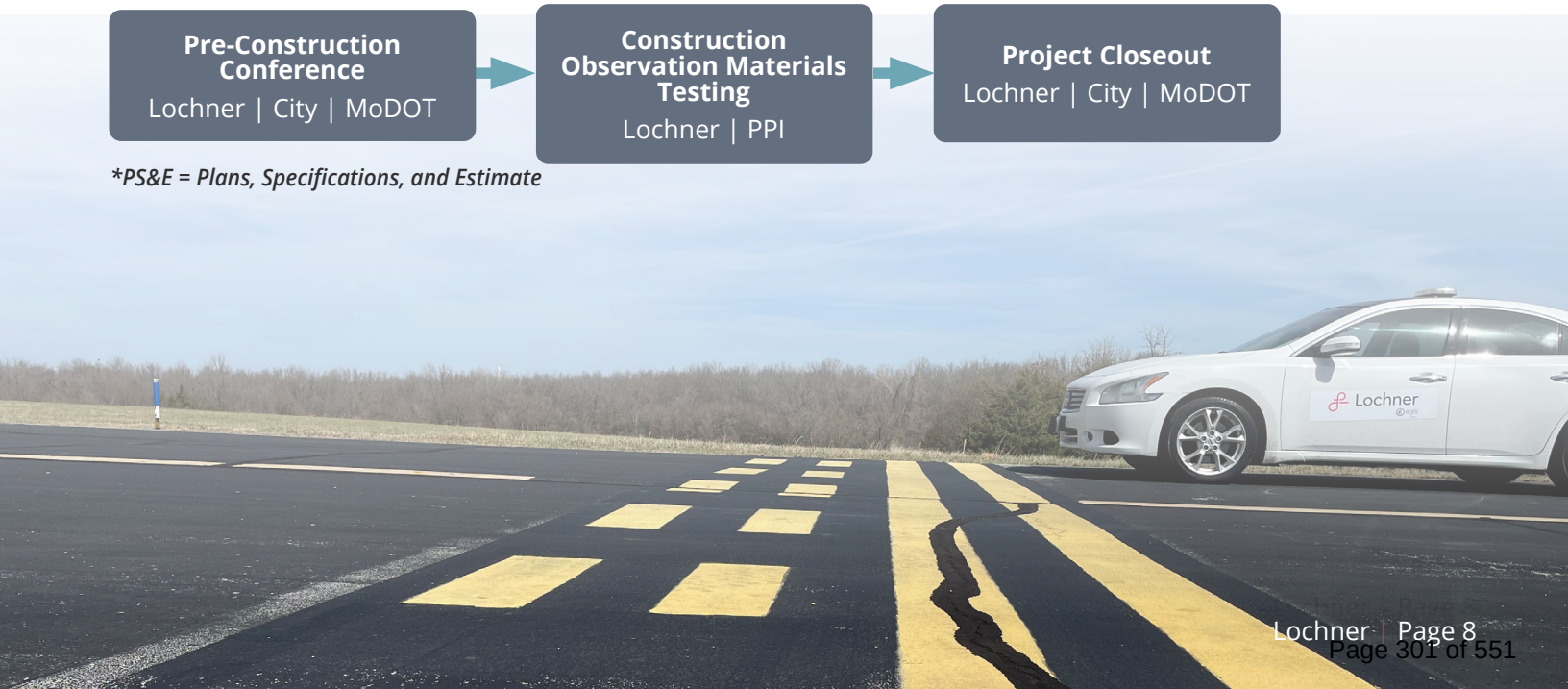
PHASE III: CONSTRUCTION

Pre-Construction Conference
Lochner | City | MoDOT

→ **Construction Observation Materials Testing**
Lochner | PPI

→ **Project Closeout**
Lochner | City | MoDOT

PS&E = Plans, Specifications, and Estimate



QUALITY OF PREVIOUS AIRPORT PROJECTS UNDERTAKEN

Relevant Project Experience

Lochner has served Missouri airports for more than 60 years. **Over these years, our partnerships, perseverance, and hard work have resulted in hundreds of airport improvement projects at airports across the state.** As a result, we are intimately familiar with aviation in Missouri and the close working relationships with MoDOT and the FAA. Working with these two entities on a day-to-day basis, Lochner is concentrating its efforts in helping airport sponsors maximize the benefit of every dollar invested.

We have an established track record of completing projects on time and budget. This starts at the moment of project conception, followed through each key step and milestone, and ultimately project completion. In the following pages, we have included details of select relevant projects with some of our long-standing clients and encourage you to contact the references provided to learn more about our high-level client service.

Russell Municipal Airport (RSL)

Russell, KS

A 2020 FAA-funded AIP project featured a design report, construction plans, technical specifications, and contract documents to perform an airfield pavement rehabilitation project on Runway 17-35, the connecting taxiways, and the apron. At 15 years old, Runway 17-35 required routine preventative maintenance to continue to maximize the life of the pavement. Repairs on the concrete runway pavement consisted of full and partial concrete panel replacement, joint spall repair, concrete joint re-sealing, and re-marking of the entire airfield. Due to heaving and resettlement near large areas of pavement markings, the runway landing designation numerals and aiming point markings were re-marked in a striated fashion. Striated markings allow for a more consistent freezing/thawing of the pavement and to areas below and adjacent to the markings. In addition, a portion of the failed underdrain along the edge of the runway was replaced, allowing the subgrade to properly shed subsurface water. In addition to the runway, the connecting taxiways, Runway 35 turnaround, and the aircraft parking apron were also rehabilitated. Incorporating these other pavements into this rehabilitation project allows the airport pavement to be on the same maintenance cycle, reducing mobilization costs and pavement closures in the future.

Lochner recently completed two projects at RSL. The first project featured the replacement of the Runway 17-35 PAPI systems and the replacement of the rotating beacon. Both of these navigational aids had exceeded their useful life and were not operating consistently and reliably. This project was funded through a combination of AIP and Infrastructure Investment and Jobs Act (IIJA) funds. The second project featured improving drainage around Runway 17-35 by replacing drainage pipes and re-shaping ditches to adequately shed surface runoff from the area. This project was funded through an FAA AIP grant. Prior to designing both projects, Lochner completed a Documented Categorical Exclusion (CATEX) to evaluate the scopes and determine if coordination was required with the Kansas Historical Society, National Register of Historic Places. Additionally, the CATEX evaluated whether or not threatened or endangered species were affected by this project and that wetlands were not impacted.

Project Owner	City of Russell, KS
Reference	Chadd Stevenson, Public Works Director | 785.483.2190 | chadd@russellcity.org
Firm Personnel	Ian Wright, Matt Jacobs, Brian Eggold, Joseph Calderon Torres, Andrew Sites, Larry Wagner



Nevada Municipal Airport (NVD)

Nevada, MO

The City of Nevada and Lochner have partnered to accomplish two major projects within the past five years. The airport's main runway, Runway 2-20, had an antiquated edge lighting system that was becoming a maintenance issue and unreliable for airport users. Lochner completed the design and construction services to replace the Medium Intensity Runway Lighting (MIRL) system, the holding position sign face panels, the Apron Connecting Taxiway Medium Intensity Taxiway Lighting (MITL) system, and the primary wind cone. During the project scoping phase, Lochner discussed with the City and MoDOT that while replacing the lighting systems, it would also be an ideal opportunity to upgrade other navigational aids associated with Runway 2-20. Both entities agreed that this was an efficient use of design and construction dollars, and therefore two alternates were bid to replace the PAPI and REIL systems. The low bid submitted for the project allowed for the inclusion of the alternates. The electrical infrastructure powering these new lighting and navigational aid systems featured circuitry enclosed in conduit, as well as the installation of a counterpoise system to intercept any electricity from damaging the system in the event of a nearby lightning strike. All systems were upgraded to the latest LED technology and new electrical controls, and power sources were specified in the electrical vault.

Upon the completion of the lighting project, Lochner leveraged the combination of federal funding sources, including Non-Primary Entitlement (NPE), Bipartisan Infrastructure Law (BIL), and discretionary funding, to complete the reconstruction, shortening, and widening of the crosswind Runway 13-31. This runway had served the airport for several decades and deteriorated to the point that the Pavement Condition Index (PCI) was registering below 35, signaling the need for reconstruction. In addition to the pavement's poor condition, its strength could only support an 8,000-pound aircraft, significantly limiting the airport's capabilities should the crosswind be utilized. Other factors signaling the need for reconstruction include the width of the pavement, which is 40 feet wide. FAA guidance specifies that runways shall be 60 feet wide, at a minimum. Obstacles such as South 1800 Road were too close to the Runway 13 threshold and required the shortening of this end, while the Runway 31 threshold was shortened to ensure all safety-critical areas, such as the Runway Safety Area (RSA), Runway Object Free Area (R-OFA), and Runway Obstacle Free Zone (R-OFZ), were all on airport property.

This project was designed at a time when the construction material market was experiencing significant volatility. To provide flexibility with the funding available, Lochner designed the construction plans such that alternates for various pavement sections could be evaluated head-to-head to determine if either option could fit within the available budget. Alternate No. 1 featured a six-inch-thick Portland Cement Concrete (PCC) pavement atop a six-inch-thick aggregate base course on a 12-inch treated subgrade. In contrast, Alternate No. 2 consisted of a three-inch Hot Mix Asphalt (HMA) atop a six-inch-thick aggregate base course on a 12-inch treated subgrade. Upon the receipt of bids, it was determined that the HMA option fit the available funding budget best, although the cost was closer than historically anticipated. Other features of this project included tree clearing to remove close-in obstructions near Runway 13-31, as well as an environmental study to accommodate this work, which determined this project may impact endangered species. Therefore, tree clearing may only occur during the winter months. The runway markings on Runway 2-20 had faded, and this project presented the ideal opportunity to re-mark the pavement. This work was included as an alternate, and bids were received favorably, such that it was included in the project.

Project Owner	City of Nevada, MO
Reference	Mary Wilson, Executive Assistant | 417.448.5532 | mwilson@nevadamo.gov
Firm Personnel	Ian Wright, Matt Jacobs, Brian Eggold, Andrew Sites, Larry Wagner



MoDOT 10-Pack Airport Pavement Maintenance Program



Stockton Municipal Airport

Lochner provided MoDOT's Aviation Section with design, bidding and construction administration services for pavement maintenance projects at ten state-funded airports. By combining these projects into three packages—the Southwest Seal Package, the Southeast Seal Package, and the Paving Package—Lochner was able to provide a clear and concise set of bid documents that allowed the individual airports to realize project cost savings. Airport-specific improvements are outlined below:

Southwest Seal Package

- Stockton Municipal Airport (MO3): Remove pavement markings, clean and seal asphalt pavement joints and cracks, apply a surface seal coat, and apply pavement markings on Runway 1-19 (3,060 feet by 50 feet), the aircraft paring apron, connecting taxiway, and taxilanes.
- Mount Vernon Municipal Airport (2MO): Remove pavement markings, clean and seal asphalt pavement joints and cracks, apply a surface seal coat, and apply pavement markings on Runway 18-36 (3,195 feet by 60 feet), the aircraft paring apron, connecting taxiway, and taxilanes.
- Richland Municipal Airport (MO1): Remove pavement markings, clean and seal asphalt pavement joints and cracks, apply a surface seal coat, and apply pavement markings on Runway 14-32 (3,000 feet by 60 feet), the aircraft paring apron, connecting taxiway, and taxilanes.
- Willow Springs Memorial Airport (1H5): Remove pavement markings, clean and seal asphalt pavement joints and cracks, apply a surface seal coat, and apply pavement markings on Runway 17-35 (3,502 feet by 60 feet), the aircraft paring apron, connecting taxiway, and taxilanes.

Southeast Seal Package

- Bonne Terre Municipal Airport (1BT): Remove pavement markings, clean and seal asphalt pavement joints and cracks, apply a surface seal coat, and apply pavement markings on Runway 14-32 (2,800 feet by 50 feet), the aircraft paring apron, connecting taxiway, and taxilanes.
- Campbell Municipal Airport (34M): Remove pavement markings, clean and seal asphalt pavement joints and cracks, apply a surface seal coat, and apply pavement markings on Runway 18-36 (3,000 feet by 50 feet), the aircraft parking apron, connecting taxiway, taxilanes, and entrance road.
- Hornersville Memorial Airport (37M): Remove pavement markings, clean and seal asphalt pavement joints and cracks, apply a surface seal coat, and apply pavement markings on Runway 18-36 (2,648 feet by 47 feet). Reseal concrete joints and seal concrete cracks on the aircraft parking apron. Reconstruct T-hangar taxilanes.

Paving Package

- Ava Bill Martin Memorial Airport (AOV): Reconstruct Runway 13-31 (3,634 feet by 50 feet), the connecting taxiway and aircraft parking apron.
- Doniphan Municipal Airport (X33): Complete asphalt joint and crack repair, install paving fabric, complete 3-inch asphalt overlay, and apply pavement markings on Runway 7-25 (2,560 feet by 57 feet), the connecting taxiways, and aircraft parking apron.
- Monroe City - Captain Ben Smith Airfield (K52): Complete asphalt joint and crack repair, install paving fabric, complete 3-inch asphalt overlay, and apply pavement markings on Runway 9-27 (3,515 feet by 50 feet). Clean and seal pavement joints and cracks, apply a surface seal coat, and apply pavement markings on the connecting taxiway and aircraft parking apron.

Project Owner	Missouri Department of Transportation
Reference	Kyle LePage, Administrator of Aviation | 573.526.5571 | kyle.lepage@modot.mo.gov
Firm Personnel	Ian Wright, Matt Jacobs, Brian Eggold, Larry Wagner

MoDOT 7-Pack Airfield Lighting

Coordinating with seven local entities, Lochner prepared design, bidding, and construction administration services for wholesale airfield electrical improvements at seven state-funded airports via the 2020 Missouri Airport Airfield Lighting Program. These electrical improvements replaced aging runway and taxiway lighting systems, upgraded or installed new Navigational Aids (NAVAIDs), and increased airfield safety across the state. Lochner split the seven airports into two packages – the Western half and the Eastern half. These packages, separated by geography, allowed for the contractor to efficiently complete their respective package by focusing on one half of the state. The airports listed within their respective package and their airport-specific improvements are outlined below.



Ava Bill Martin Memorial Airport

Western Package

Albany Municipal Airport (K19): Installed 61 base-mounted edge lights on Runway 1-19 and the connecting taxiway and installed 43 retoreflective markers around the Runway 1-19 turnarounds and the apron. Replaced the primary wind cone, installed a new rotating beacon, and installed a non-lighted runway holding position sign on the connecting taxiway. Replaced the VGSI NAVAID system with a 2-Box PAPI NAVAID system on Runways 1 and 19. Installed a new electrical vault enclosure, equipment, and controls.

Carrollton Memorial Airport (K26): Installed 53 base-mounted edge lights on Runway 18-36 and the connecting taxiway and installed 24 retroreflective markers around the Runway 18-36 turnarounds and the apron. Replaced the primary wind cone and rotating beacon and installed a non-lighted runway holding position sign on the connecting taxiway. Installed a new 2-Box PAPI NAVAID system for Runways 18 and 36. Installed a new electrical controls system.

Roy Otten Memorial Airfield (3VS): Install 48 base-mounted edge lights on Runway 7-25 and the connecting taxiway and installed 13 retroreflective markers around the apron. Replaced the primary wind cone, installed a new supplemental wind cone, and installed a non-lighted runway holding position sign on the connecting taxiway. Installed a new electrical vault enclosure, equipment, and controls.

Ava Bill Martin Memorial Airport (AOV): Installed 69 base-mounted edge lights on Runway 13-31 and the connecting taxiway and installed 25 retroreflective markers around the Runway 13 turnaround. Installed a non-lighted runway holding position sign on the connecting taxiway and replaced the existing VASI NAVAID system with a 2-Box PAPI system on Runway 13. Installed a new electrical vault enclosure, equipment, and controls.

Eastern Package

Captain Ben Smith Airfield (K52): Installed 58 base-mounted edge lights on Runway 9-27 and the connecting taxiway. Installed new non-lighted runway holding position signs on the connecting taxiways, replaced the primary wind cone, and replaced the existing PAPI system with a new 2-Box PAPI system for Runways 9 and 27. Installed a new electrical controls systems.

Bonne Terre Municipal Airport (1BT): Installed 46 base-mounted edge lights on Runway 14-32 and the connecting taxiway. Installed five retroreflective markers around the apron. Installed a supplemental wind cone, a rotating beacon, and a non-lighted runway holding position sign on the connecting taxiway. Installed a new electrical vault enclosure, equipment, and controls.

Campbell Municipal Airport (34M): Installed 48 base-mounted edge lights on Runway 18-36 and the connecting taxiway. Installed 28 retroreflective markers on the Runway 36 turnaround and the connecting taxiways. Replaced the primary wind cone, installed a rotating beacon, and installed two non-lighted runway holding positions signs on the connecting taxiways. Installed a 2-Box PAPI system on Runways 18 and 36. Installed a new electrical controls system.

Project Owner	Missouri Department of Transportation
Reference	Kyle LePage, Administrator of Aviation | 573.526.5571 | kyle.lepage@modot.mo.gov
Firm Personnel	Ian Wright, Matt Jacobs, Brian Eggold, Larry Wagner

Lawrence Smith Memorial Airport (LRY)

Harrisonville, MO

The airport serving the City of Harrisonville, Missouri comprises of a single north/south runway, a Terminal hangar, and four T-Hangars. The MoDOT identified the runway pavement as having a pavement condition index in the reconstruction range. Also, trees surrounding the airport had penetrated the approach and transitional surfaces at LRY, therefore tree clearing was included with this project. In November of 2021, the City contracted with Lochner to provided design, bidding, and construction services for the reconstruction of Runway 17-35.

Preceding the design phase of the runway reconstruction project, Lochner prepared an Environmental Assessment (EA). This EA pertained to the environmental impact of construction activities associated with the project including approximately 27 acres of grading and 24 acres of tree clearing, approximately 3.5 acres of which were located within the 100-year floodplain. Coordination with several federal and state agencies such as the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, U.S. Department of Agriculture, Missouri Department of Conservation, and Missouri State Historic Preservation Office, as well as local administration and tribal authorities was conducted to complete this documentation. During this study Lochner partnered with CC Environmental of Norman, Oklahoma to complete necessary field and cultural resources surveys. The Final Environmental Assessment was signed by the FAA in April 2023 along with a Finding of No Significant Impact/Record of Decision (FONSI/ROD).

Runway 17-35 has a Runway Design Code (RDC) of B-II-5000, non-precision, with a pavement strength of 30,000 lbs. single wheel gear. The proposed pavement section consisted of 6" Portland cement concrete pavement on a 6" aggregate base. The top 12" of the subgrade was chemically treated to create a stabilized subgrade. The electrical and NAVAID systems of the runway were also replaced. New LED MIRLs, medium intensity taxiway lights (MITLs), and LED signs were installed along with a 2-box precision approach path indicator and runway end identifier lights for both ends of the runway. The existing wind cone was replaced with a new LED internally lighted wind cone with segmented circle markers. Improvements were also made to the electrical vault with the installation of a new regulator and electrical controls. Construction bids were received in 2023 and construction commenced in 2024 with completion in the fall.

This project was the recipient of the ACPA MO/KS Chapter 2024 Excellence In Paving award for the Reliever & General Aviation Airports category and also qualified for the national competition and was recognized at the recent Excellence in Concrete Paving Awards Gala during ACPA's 62nd Annual Meeting as a Silver Award winner.

Project Owner	City of Harrisonville, MO
Reference	Carl M. Brooks, PE, CFM, Director of Engineering | 816.380.8913 | cbrooks@harrisonville.com
Firm Personnel	Matt Jacobs, Ian Wright, Brian Eggold, Grace Lipford, JD Reece, Andrew Sites, Larry Wagner



References and Reputation

Consistent delivery of high quality projects and client service are key benefits of partnering with Lochner on your airport improvement projects. Examples of our exemplary work and commitment to quality are presented throughout this SOQ. The FAA has consistently commented on the exceptional quality of our engineering plans and airport planning documents. In an increasingly competitive marketplace, maintaining a strategic advantage, a strong corporate culture, and optimum client satisfaction requires top-notch talent, breakthrough ideas, and exceptional client service.

We encourage you to contact the following Lochner airports to inquire about our ability to deliver the highest level of engineering, planning, and construction administration.



ROZE FRAMPTON | City Administrator
Chillicothe Municipal Airport | City of Chillicothe, MO
660.646.2424 | cityadmin@chillicothecity.org
Project History: Runway Reconstruction, Airfield Lighting and NAVAID Installation, Pavement Rehabilitation, Fuel System, Land Acquisition, Airport Planning



TOM SANDERS | Public Works Director
Omar N Bradley Airport | City of Moberly, MO
660.269.7644 | tsanders@cityofmoberly.com
Project History: Runway and Apron Reconstruction, Airfield Lighting and NAVAID Installation, Taxilane and Hangar Construction, Pavement Rehabilitation, Airport Planning



SALLY BURBRIDGE | City Administrator
Salem Memorial | City of Salem, MO
573.729.4811 | cityadministrator@salemmo.com
Project History: Runway Overlay, Apron and Taxiway Reconstruction, Airfield Lighting and NAVAID Installation, Pavement Rehabilitation, Airport Planning, Obstruction Analysis, Obstruction Removal, Hangar and Taxilane Construction



RUSTY RIVES | City Administrator
Lamar Municipal Airport | City of Lamar, MO
417.682.5554 | rrives@lamarmo.gov
Project History: Runway Overlay, Apron and Taxiway Reconstruction, Airfield Lighting and NAVAID Installation, Pavement Rehabilitation, Airport Planning, Obstruction Analysis, Obstruction Removal, Hangar and Taxilane Construction



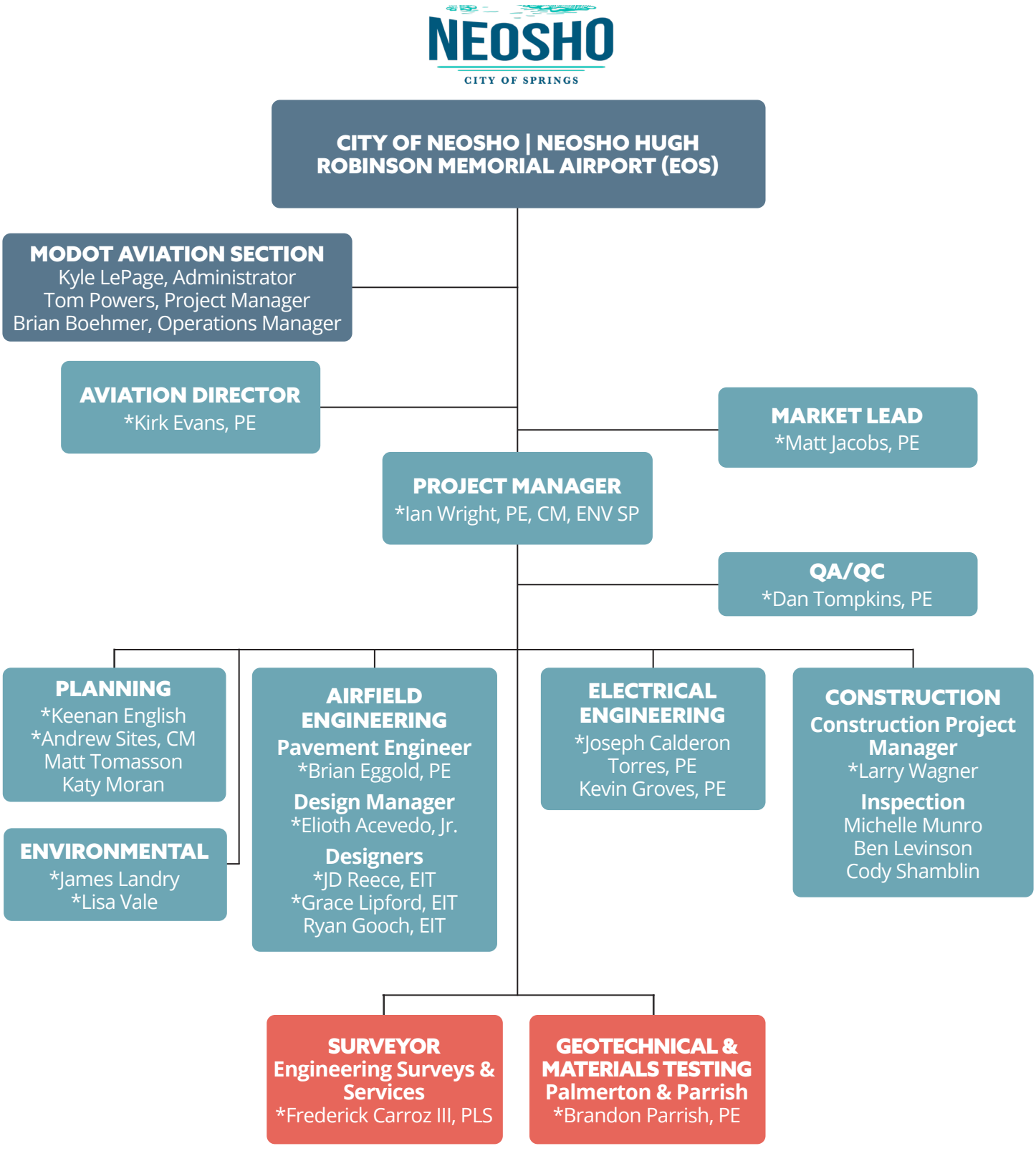
KATE FJELL | City Administrator
Jesse Viertel Memorial Airport | City of Boonville, MO
660.882.2332 | kate.fjell@boonville-mo.org
Project History: Runway, Taxiway, & Apron Construction, Runway Reconstruction, Hangar Construction, Airfield Lighting and NAVAID Installation, Land Acquisition, Airport Planning

Given our commitment to airports in Missouri, we also stay active in the local aviation community. We are active within the Missouri Airport Managers Association (MAMA) and attend regularly. **Over the last several years, Ian has presented at the MAMA conference on a variety of topics**, including airport development leveraging public and private funds in Moberly, Missouri and the reconstruction of Runway 17-35 in Harrisonville, Missouri. With our involvement in Missouri aviation, our clients benefit from our industry insights, innovations and continued education. We will continue to be an extension of your staff as we remain involved in Missouri airport committees by bringing forward the needs of your community and airport. The aviation community is extremely collaborative and your airport will directly benefit from our industry involvement. **As experts in Missouri aviation, you can rest assured that your Lochner team will continue to advocate for your airport's success post-site selection.**

PERSONNEL EXPERIENCE AND QUALIFICATIONS

Organizational Chart

***Key Personnel, Resume Included**



INTRODUCING YOUR PROJECT MANAGER
IAN WRIGHT, PE, CM, ENV SP



PROJECT MANAGER | 10 YEARS OF EXPERIENCE

Ian joined the Lochner Aviation Team in 2016 with previous experience completing site designs for commercial facilities. His experience in the aviation sector includes completing safety capacity analyses, designing pavement reconstruction and rehabilitation projects, leading complex construction safety and phasing discussions, and assisting with airport planning. His diverse experience of airport construction inspection, design, and planning provide a unique lens for overseeing your projects and ensuring their success. Ian has worked on over 65 design, engineering, and construction management projects. His history with diverse project backgrounds and challenges position him to offer solutions that are key to your airport's future success.

EDUCATION

BS, Civil Engineering,
Kansas State University

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer,
KS, MO and TX No. Pending

AAAE Certified Member (CM)

Institute for Sustainable Infrastructure (ISI) Envision Sustainability Professional (ENV SP)

RELEVANT PROJECT EXPERIENCE

Project Manager

Construct 5-Unit T-Hangar | Neosho Hugh Robinson Memorial Airport, MO

Rehabilitate Airfield Asphalt Pavement | Belleville Municipal Airport, KS

Rehabilitate Concrete Taxiway and Runway | Sedalia Regional Airport, MO

Reconstruct Runway 9-27 | Cassville Municipal Airport, MO

Reconstruct T-Hangar Taxilanes | Jesse Viertel Memorial Airport, MO

Replace Airfield Lighting and NAVAIDs | Ulysses Airport, KS

Rehabilitate Airfield Concrete & Asphalt Pavements | Independence Municipal Airport, KS

Design Engineer

Reconstruct Runway 18-36 | Coffey County Airport, KS

Rehabilitate Airfield Concrete Pavement | Rooks County Regional Airport, KS

Airfield Pavement Rehabilitation & Electrical Improvements | Dwight D. Eisenhower National Airport, KS

THE LOCHNER ADVANTAGE





KIRK EVANS, PE

AVIATION DIRECTOR | 16 YEARS OF EXPERIENCE

Kirk is the Aviation Director within Lochner's aviation group that has provided services for aviation projects throughout the FAA Southwest Region, ranging from project management, design, and engineering and construction management. He has prepared design reports, preliminary and final plans, specifications, and estimates for a full range of air and landside projects. The management of Lochner's team is founded on the ability to provide instant communication with the client and contracting staff. Kirk's comprehensive experience combined with his knowledge of airport functions provides him with an understanding of the bigger picture—potential impacts to schedule which can affect the budget.

EDUCATION
BS, Civil Engineering,
Oklahoma State University

REGISTRATION/ CERTIFICATION
Professional Engineer:
FL, OK, TX

RELEVANT EXPERIENCE

Kirk served as the **Principal-in-Charge** on the following projects:

Master On-Call Services | Oklahoma City Airports Trust, Oklahoma City, OK

Master On-Call Services | Waco Regional Airport, TX

Airfield Pavement Capital Improvement Program | Will Rogers World Airport, OK

Airfield Pavement Rehabilitation and Electrical Improvements | Dwight D. Eisenhower National Airport, Wichita, KS



MATT JACOBS, PE

MARKET LEAD | 28 YEARS OF EXPERIENCE

Matt is a Vice President and Senior Project Manager with Lochner's aviation group. With over 28 years of experience in airport engineering, Matt has worked on over 200 design, engineering, and construction management projects at airports in six states, ranging from general aviation airfields to larger regional airports with commercial service flights. To his project management roles, he brings a wealth of experience gained through his many years as a lead airport engineer and designer; he still maintains active technical involvement in all his projects. His expertise includes the design of airport pavement facilities (runways, taxiways/taxilanes, aprons), T-Hangars, lighting, navigational aids, drainage, and fencing. He has also had considerable involvement in land acquisition on behalf of airport clients.

EDUCATION
BS, Civil Engineering,
Kansas State University

REGISTRATION/ CERTIFICATION
Professional Engineer:
MO, No. 2002025585
KS, NE, TX, SD

AFFILIATIONS
National Society of
Professional Engineers

RELEVANT EXPERIENCE

Matt served as the **Project Manager** on the following projects:

Runway 18-36 Reconstruction | Coffey County Airport, KS

Runway 17-35 Reconstruction & Runway 4-22 Shortening | Hutchinson Regional Airport, KS

Replace MIRL/MITL Systems | Coffeyville Municipal Airport, KS

Airfield Pavement Rehabilitation & Remarking | Kingman Airport-Clyde Cessna Field, KS

Airfield Pavement Rehabilitation & Electrical Improvements | Dwight D. Eisenhower National Airport, KS

Runway 17-35 Edge Lighting Replacement | Tribune Municipal Airport, KS

Replace AWOS System | Tribune Municipal Airport, KS



DAN TOMPKINS, PE

QA/QC | 28 YEARS OF EXPERIENCE

Dan is the Commercial Service Airport Lead and Senior Program/Project Manager for Lochner Aviation. With over 28 years of experience, Dan has dedicated his career to airport on-call assignments and design, managing airport environmental, planning, engineering, and construction services at commercial service, general aviation, and military airports. He has supported close to $1B in infrastructure on 60+ airport rehabilitation, improvement, and expansion programs in the U.S. and Middle East. His project experience and technical expertise includes airport planning and design, construction phasing, pavement management and design, capital improvement programming, program/ project management, and construction oversight. His responsibilities include contract administration; scope, schedule and budgets development; negotiations; work planning and resource allocation; staff and subconsultant management; and client service management.

EDUCATION
BS, Civil Engineering, Embry-Riddle Aeronautical University

REGISTRATION/ CERTIFICATION
Professional Engineer: TX, FL

AFFILIATIONS
American Society of Civil Engineers

RELEVANT EXPERIENCE

Airfield Pavement Rehabilitation & Electrical Improvements | Dwight D. Eisenhower National Airport, KS **(Design Manager and Airfield Civil Lead)**

Replace 100LL AvGAS Project System | Syracuse-Hamilton County Airport, KS **(Civil Engineer)**

Construct Taxilane, Rehabilitate Existing T-Hangars | Shawnee Regional Airport, OK **(Civil Engineer)**

1 ,000 Foot Extension of Runway 31 End | Austin Executive Airport, TX **(Project Principal)**

Airfield Engineering Design Services | San Antonio International Airport, TX **(Deputy Project Manager)**



KEENAN ENGLISH

PLANNING LEAD | 15 YEARS OF EXPERIENCE

Keenan has focused on airport management and planning and leading airport real estate development opportunities for municipalities and private development firms throughout his career. He takes a data-driven and community-involving approach to understanding current and existing demands and helping airports make plans to meet those demands, justifying specific projects and programming them into the airport's CIP.

Keenan has worked in the aviation industry his entire career in one form or another, so his unique perspective and leadership in aviation has allowed him to contribute to many successful projects, including Airport Master Plans, Airport Layout Plans, terminal area plans, terminal area layouts, narrative reports, site selection studies, property acquisitions, AGIS surveys, business plans, and rules and regulations. Keenan is an airport professional who has experience as a public administrator at the local level, which gives him unique insight on the nuances of managing an airport, planning its activities, and creating pathways to assist airports with assessing risk, staying financially solvent, and planning ahead.

EDUCATION
MS, Public Administration, University of Central Oklahoma

BS, Aviation Management/ Business Administration, University of Oklahoma

REGISTRATION/ CERTIFICATION
Part 107 Drone Pilot

RELEVANT EXPERIENCE

Master Plan | Liberal Mid-America Regional Airport, KS **(Project Manager)**

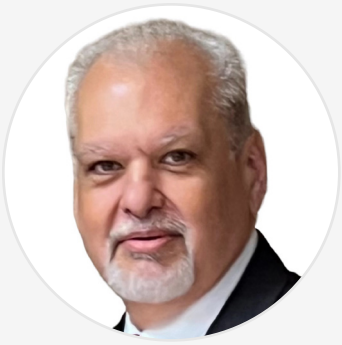
Master Plan | Tribune Municipal Airport, KS **(Aviation Planner)**

Master Plan Update | Robert S. Kerr Airport, Poteau, OK **(Airport Planner)**

Surplus Land Release | Shawnee Regional Airport, OK **(Real Estate and FAA Coordinator)**

Master Plan | Cassville Municipal Airport, MO **(Project Manager)**

Master Plan | Stanton County Municipal Airport, KS **(Project Manager)**



ELIOTH ACEVEDO, JR.

LEAD TECHNICAL DESIGN | 32 YEARS OF EXPERIENCE

Elioth has over two decades of experience as a civil CAD designer, having worked on general aviation and municipal airport projects, as well as private FBOs for private developers. He has also supported commercial airport projects throughout the U.S. and Puerto Rico and at an international airport in Jeddah, Saudi Arabia. Through these projects, Elioth has been involved with pavement design, drainage and grading, and apron design projects, working closely with other sub-consultants, client sponsors, and city reviewers to complete projects in a timely manner. Prior to joining the Lochner Team, Elioth served as a civil designer representative during project design and reviewed construction submittals.

RELEVANT EXPERIENCE

Elioth served as **Design Manager** on the following projects:

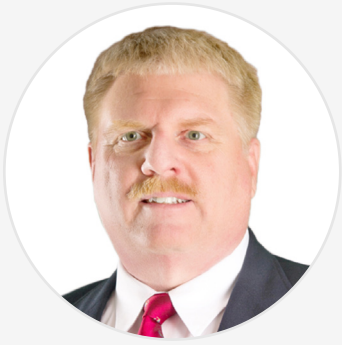
Runway 9-27 Reconstruction | Cassville Municipal Airport, MO

Runway 4-22 Parallel Taxiway | Liberal Mid-America Regional Airport, KS

Hanger and Taxilane Extension | Rooks County Airport, KS

Replace Runway and Taxiway | Taylor Municipal Airport, AZ

Engineering Pavement and Electrical Rehabilitation | Clinton-Sherman Airport, OK



BRIAN EGGOLD, PE

PAVEMENT ENGINEER | 42 YEARS OF EXPERIENCE

Brian has over 40 years of experience working on transportation projects across the midwest, with the past 18 years dedicated solely to aviation. Brian specializes in aviation pavement design and has substantial roadway engineering and water/wastewater experience. His aviation experience includes the preparation of construction plans, design reports, specifications, and cost estimates for projects involving the new construction and reconstruction of runways, taxiways, aprons, and hangars; lighting and pavement markings for runways and taxiways; lighted guidance signs; navigational aids; pavement design; storm drainage; and automated weather observation systems. In regards to pavement evaluation and rehabilitation projects, Brian is responsible for overseeing the analysis and design of all projects. He has attended several pavement workshops sponsored by the FAA, Asphalt Institute, Airports Consultants Council, and the American Concrete Pavement Association. He understands the FAA's Pavement Design Program, FAARFIELD, which produces a concrete or asphalt pavement section based on the airport's aircraft fleet mix, existing soil conditions, proposed base materials, and any required sub-grade modifications.

EDUCATION
BS, Civil Engineering, University of Kansas

REGISTRATION/ CERTIFICATION
Professional Engineer: KS

AFFILIATIONS
American Society of Civil Engineers

RELEVANT EXPERIENCE

Brian served as a **Design Engineer** on the following projects:

Parallel Taxiway Extension | Jesse Viertel Memorial Airport, MO

Runway 13-31 Reconstruction | Omar N. Bradley Airport, MO

Aircraft Parking Apron Reconstruction | Sedalia Regional Airport, MO

T-Hangar Taxilanes Reconstruction | Cassville Municipal Airport, MO

JOSEPH CALDERON TORRES, PE

ELECTRICAL ENGINEER | 7 YEARS OF EXPERIENCE



Joseph is an electrical engineer with experience in electrical engineering design and transportation infrastructure. He is responsible for performing various electrical design assignments, cost estimations, field inspections, and plans preparation. He assists with plans preparation for the Florida Department of Transportation (FDOT), airports, and municipalities. He is proficient in AutoCAD, Microstation SS10, Open Bridge Modeler, Open Roads Designer, SKM Power Tools, ETAP, AGI32, Visual, Mathcad 15, and Flukeview Energy Analyze.

EDUCATION
BS, Electrical Engineering,
University of Central Florida

REGISTRATION/ CERTIFICATION
Professional Engineer:
MO No. 2023001040
KS, TX, OK, FL, IL, IN, KY, PA, UT

RELEVANT EXPERIENCE

Ryan served as an **Electrical Engineer** on the following projects:

Runway 17-35 Edge Lighting Replacement | Liberal Mid-America Regional Airport, KS

Reconstruct South Parallel Taxiway and Replace MITL System | Stanton County Municipal Airport, KS

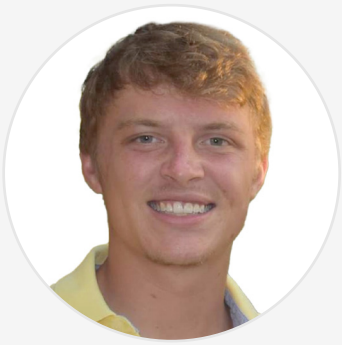
Wayfinding Signage | Will Rogers World Airport, OK

Runway 17-35 Edge Lighting, PAPI, and REIL Replacement | Ulysses Airport, KS

Runway 9-27 Construction | Amelia Earhart Memorial Airport, KS

JD REECE, EIT

DESIGNER | 3 YEARS OF EXPERIENCE



JD has experience throughout the civil engineering field, including a variety of aviation projects. For Lochner's Aviation Team, he provides design for airfield improvement projects, preparation of CSPP and EDR Reports. and Construction Administration. He has worked on numerous airport rehabilitation and electrical improvement projects where he is responsible for sire investigations, report preparation, and construction plans and specifications.

EDUCATION
BS, Civil Engineering,
Kansas State University

REGISTRATION/ CERTIFICATION
Engineer-in-Training:
KS No. 20506

RELEVANT EXPERIENCE

JD served as a **Design Engineer** on the following projects:

Rehabilitate Runway 18-36 and Taxiway | Sedalia Regional Airport, MO

Reconstruct Hangar Taxilanes | Jesse-Viertel Memorial Airport, MO

Electrical Modifications | Herrington Regional Airport, KS

Rehabilitate Asphalt Runway 18-36 | Belleville Municipal Airport, KS

Construct T-Hangar and Taxilane | Omar N. Bradley Regional Airport, MO

Fuel System Replacement | Gardner Municipal Airport, KS



GRACE LIPFORD, EIT

DESIGNER | 1 YEAR OF EXPERIENCE

Grace is a Design Engineer with experience in various civil engineering practices, including aviation, transportation safety research, and industrial development. As part of the aviation team, she assists with the design of airfield projects from runway reconstructions to hangar developments, conducting quality reviews, preparing Construction Safety and Phasing Plan (CSPP) reports, and performing construction observations.

EDUCATION
BS in Civil Engineering,
Kansas State University

REGISTRATIONS/ CERTIFICATIONS
Engineer-in-Training:
KS No. 20567

RELEVANT EXPERIENCE

Grace served as an **Desginer and Construction Inspector** on the following projects:

Rehabilitate Asphalt Runway 18-36 | Belleville Municipal Airport, KS

Rehabilitate Runway 18-36 and Taxiway | Sedalia Regional Airport, MO

Rehabilitate and Reconstruct Runway 17-35 | Pauls Valley Municipal Airport, OK

Hangar and Taxilane Extension | Rooks County Regional Airport, KS

Airfield Runway Remark and Rubber Removal | Lawton-Fort Sill Regional Airport, OK



ANDREW SITES, CM

AIRPORT PLANNER | 4 YEARS OF EXPERIENCE

Andrew brings airport management experience in the form of a Bachelor of Science Degree in Aviation Management from the University of Central Missouri, serving in the Missouri Air National Guard, holding an accreditation as a Certified Member of the American Association of Airport Executives, and extensive management experience at a general aviation airport. Andrew understands the balance of adhering to stringent government standards and being flexible in the design approach for both general aviation and commercial service airports. He has contributed to Lochner's aviation team by accomplishing planning and environmental studies for airports in Missouri, Kansas, Oklahoma, Nebraska, Colorado, New Mexico, and Texas.

EDUCATION
MS, Aviation Safety
University of Central Missouri

BS, Aviation Management & Operations, University of Central Missouri

REGISTRATION/ CERTIFICATION
FAA Certified sUAS Pilot

Certified Member (CM), American Association of Airport Executives (AAAE)

RELEVANT EXPERIENCE

Ryan served as an **Airport Planner** on the following projects:

Airport Master Plan | Cassville Municipal Airport, MO

Airport Master Plan | Stanton County Municipal Airport, KS

Airport Master Plan | Ava Bill Martin Memorial Airport, MO

Airport Master Plan | Tribune Municipal Airport, KS

Airport Master Plan | Kingman Airport-Clyde Cessna Field, KS

Master On-Call | Tahlequah Municipal Airport, OK



LISA VALE

ENVIRONMENTAL SCIENTIST | 12 YEARS OF EXPERIENCE

Lisa is an environmental scientist who specializes in NEPA documentation through categorical exclusion documents or CATEXs. She has prepared hundreds of transportation NEPA documents for state and federal agencies. She previously led the Indiana Department of Transportation environmental team in reviewing and approving all NEPA documents and ensuring they are at an acceptable level while working closely with FHWA.

Environmental Certifications: Bat Investigations for Field Personnel | Categorical Exclusion Preparer | Construction Storm Water Inspection | Grasses Sedges Rushes Identification | Purpose and Need | Section 4(f) | Weeds and Wetlands Flora | Wetland and Nearby Upland Plant Identification | Wetland Delineation

EDUCATION
BS, Environmental Management, Indiana University

RELEVANT EXPERIENCE

Lisa provided **Environmental Documentation** services on the following projects:

Elkhart County Roundabout | Elkhart County, IN

ITRCC Intersection Improvement & Vertical Sight Correction | LaPorte, IN

SR 218 Carroll County - HMA Overlay | Carroll, IN

SR 14 from the North Jct of US 35 to SR 17 - HMA Structural Overlay | Fulton, Pulaski, IN

US 35, 0.67 mi S of SR 16 to 0.33 mi N of SR 16 - HMA Minor Structural Overlay | Cass, IN

Indiana State Road 249 over East Arm Little Calumet River | Portage, IN



JAMES LANDRY

ENVIRONMENTAL SCIENTIST | 11 YEARS OF EXPERIENCE

James is an Environmental Scientist who specializes in water resources and NEPA documentation. His primary areas of expertise include stream and wetland delineation, USACE Section 404 permitting, and FAA Categorical Exclusion (CATEX) documents. James has delineated water resources in multiple different states, worked closely with a variety of State permitting agencies and USACE Districts, and completed several CATEX documents for airports across the country. He is also skilled at using GIS software to identify and map environmental resources and any potential impacts to them.

EDUCATION
BS, Marine Science and Chemistry, University of Alabama

RELEVANT EXPERIENCE

James served as an **Environmental Scientist** on the following projects:

Wildlife Exclusion Fence Installation | Bowie Municipal Airport, TX

Fuel Farm Installation | Rooke Field, TX

Fuel Farm Expansion | Rifle-Garfield County Airport, CO

Taxiway Construction, Pavement Rehabilitation, and Lighting | Pierre Regional Airport, SD

Runway Safety Area | Galveston-Scholes International Airport, TX

Taxiway E Relocation, Apron Reconstruction & Drainage Improvements | Galveston-Scholes International Airport, TX

Hangar Project | Fort Worth Meachem International Airport, TX

Taxiway Reconfiguration and Runway Extension | Draughon-Miller Central Texas Regional Airport, TX



LARRY WAGNER

CONSTRUCTION PROJECT MANAGER | 31 YEARS OF EXPERIENCE

Larry supervises construction observation and materials testing personnel; administration of project documentation, including change orders, inspection documents, contract payments, and grant requirements; and overall construction project management. Larry is responsible for coordinating and conducting periodic construction meetings with the County, contractors, and airport users to discuss anticipated activities and construction phasing requirements at various project intervals. He has experience encompassing roadway and bridge construction, and his aviation-related experience includes inspecting and managing the construction phases of rehabilitation and reconstruction of airfield pavements, installation of airfield lighting systems (including NAVAIDs), and hangar development.

Certifications: Radiation Safety Officer | HazMat Certification | Nuclear Gauge Safety Certification & Refresher Course | Asphalt Paving Inspection | Aggregate Technician | Basic Inspection | ACI Concrete Field Technician | Concrete Paving Inspection

EDUCATION

BS, Agronomy - Soil and Water Conservation, Kansas State University

RELEVANT EXPERIENCE

Larry served as a **Construction Manager** on the following projects:

Reconstruct Runway 18-36 | Coffey County Airport, KS

Replace Runway Lighting, PAPIs, & REILs | Ulysses Airport, KS

Runway 17-35 Reconstruction | Lawrence Smith Memorial Airport, MO

Rehabilitate Runway 17-35 & Apron | Russell Municipal Airport, KS

Replace AWOS System | Tribune Municipal Airport, KS

Runway 1-19 Edge Lighting System | Emporia Municipal Airport, KS



Partnering with Our Subconsultants

Lochner has assembled a team of specialized subconsultants, each carefully selected for their expertise and proven track record of success. Our history of collaboration on previous projects demonstrates our team's ability to work seamlessly together—delivering results that exceed expectations. Our team is committed to ensuring your goals receive the focused attention and specialized knowledge required for success. By leveraging our collective experience and strong working relationships, we are confident in our ability to deliver results efficiently and effectively.

ES&S Engineering Surveys & Services DELIVERING YOUR VISION™

Engineering Surveys & Services (ES&S) has been delivering solutions to support the built environment of mid-Missouri since 1954. ES&S offers civil and environmental engineering, planning and design, professional land surveying, geotechnical services, and construction observation and materials testing to help public sector agencies deliver a variety of surface transportation and aviation; drinking, storm, and waste water systems; and energy infrastructure projects. For private sector organizations, they provide planning and design services for site selection and development for all manner of institutional, industrial, and commercial facilities. ES&S serves their clients/partners from Missouri offices in Columbia, Jefferson City, and Sedalia. The firm has a materials laboratory at each location, plus a mobile testing laboratory. The Columbia and mobile labs each are currently USACE-validated for a broad range of testing services. ES&S also maintains an analytical laboratory in Columbia that provides water quality and soil testing services.

PPI PALMERTON & PARRISH, INC.

Founded in 1989, **Palmerton & Parrish, Inc. (PPI)** is a certified Missouri W/DBE consulting engineering firm that specializes in Geotechnical Engineering, Subsurface Drilling, Construction Materials Testing (CMT), Geophysics, Special Inspections, and Environmental Services. PPI headquarters in Springfield, MO, with branch offices in Joplin and Branson, MO. PPI is a regional leader in areas such as subsurface investigation, foundation design, site development, sinkhole and mine feature evaluation and remediation, geotechnical drilling, pavement evaluation and design, and construction materials testing. PPI also has expertise with slope stability analysis, retaining wall and shoring design, subgrade remediation, controlled fill placement specifications, and development of appropriate geotechnical engineering design parameters for a variety of analysis applications.





FREDERICK CARROZ III, PLS

SURVEYOR | 32 YEARS OF EXPERIENCE

Engineering Surveys & Services
DELIVERING YOUR VISION ™

Fred currently serves as Vice President – Surveying, with oversight of ES&S's land surveying, aerial and 3D scanning data collection, utility mapping, and land acquisition assistance services. Joining ES&S in 1996, he has overseen a wide variety of surveying projects including property boundary, topographic, ALTA, and photogrammetric control surveys, as well as control staking for construction. Prior to his current management role, Fred served as a Party Chief on surveys for projects involving municipal infrastructure and utilities, site preparation for institutional and industrial facilities and commercial developments.

EDUCATION

AS, Engineering Technologies, Morrison Institute of Technology

Surveying Coursework, St. Louis Community College

REGISTRATION/ CERTIFICATION

Licensed Professional Surveyor:
MO

RELEVANT EXPERIENCE

Fred served as **Survey Manager** on the following projects:

Various Projects | City of Boonville | Jesse Viertel Memorial Airport, MO - Surveying Services

Various Projects | City of Columbia | Columbia Regional Airport, MO - Surveying Services

Various Projects | City of Moberly | Omar N. Bradley Airport, MO - Surveying Services

AvGas Fuel System | City of Chillicothe | Chillicothe Municipal Airport, MO - Surveying Services



BRANDON PARRISH, PE

GEOTECHNICAL & MATERIALS TESTING | 19 YEARS OF EXPERIENCE

PPI PALMERTON & PARRISH, INC.

Brandon Parrish, PE has served as PPI's Vice President and Engineering Manager since December 2012, after joining the Company on a full-time basis in 2006. Areas of expertise include development and oversight of Subsurface Investigation Programs; site development; deep and shallow foundation design; sinkhole evaluation and remediation; mine feature investigation and remediation; slope stability analysis as it pertains to slope failure remediation and dam analysis; shoring design; drilled pier inspection; geotechnical soil laboratory testing; and construction materials testing of soil, aggregate, asphalt, and concrete.

EDUCATION

BS, Civil Engineering, University of Missouri

MS, Civil Engineering, University of Missouri

REGISTRATION/ CERTIFICATION

Professional Engineer:
MO, AK, KS, OK, TX, CO, UT, IA, LS, NM, MS, WV, WY

RELEVANT EXPERIENCE

Brian served as **Engineering Manager** on the following projects:

Various Projects | Joplin Regional Airport, MO

Various Projects | Springfield-Branson National Airport, MO

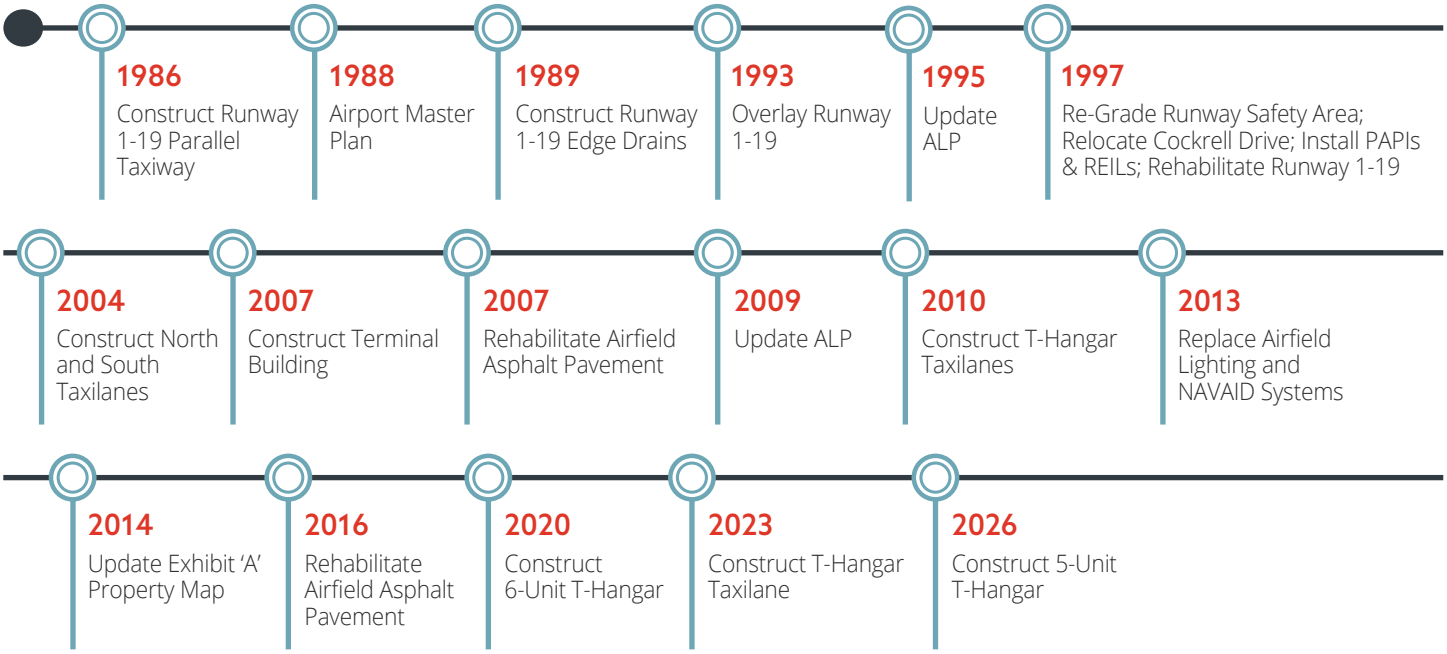
Various Projects | El Dorado Springs Memorial Airport, MO

New Hangars & Taxilane Pavement | Branson West Municipal Airport, MO

Apron Reconstruction & Expansion | Atkinson Municipal Airport, KS

FAMILIARITY WITH AND PROXIMITY TO THE PROJECT

From our Kansas City Metro office, Lochner has proudly provided aviation engineering and planning services to the City of Neosho since 1986. We are excited to continue our partnership during this upcoming period. We can promptly address your project requests, engage with decision-makers and stakeholders on site, and monitor construction activities effectively. Our team has a deep understanding of the local and regional needs of Neosho, as well as the requirements of those operating daily at EOS. Our partnership and history of success is outlined in the project timeline below. **The design files and instituional knowledge we have accumulated from these projects significantly reduces the time needed for familiarization with new initiatives, allowing the Lochner team to work more efficiently on your proposed improvements**.



Lochner has assembled a team of local experts to successfully meet your site selection project needs. With our Kansas City Metro office, we are able to promptly address your project requests, meet with decision-makers and stakeholders onsite at the airport, and monitor project activities. Lochner has extensive experience servicing Missouri clients from our local offices. We are eager to continue offering you the same responsive, quality service we have provided to them. Since 2017, Lochner has provided the following projects in Missouri:

Salem Memorial Airport (K33)

- Construct Taxilane and T-Hangar
- Master Plan and Airport Layout Plan Update
- Obstruction Removal/Tree Clearing
- Land Acquisition

Chillicothe Municipal Airport (CHT)

- Install Fuel Facility
- Airport Master Plan and Airport Layout Plan Update
- Reconstruct Runway 14-32
- Land Acquisition

Cassville Municipal Airport (94K)

- Airport Master Plan and Airport Layout Plan
- Install Fuel Farm System
- Taxilane Reconstruction

Sedalia Regional Airport (DMO)

- Runway 5-23 Development Plan & Environmental Assessment
- Construct Box Hangar
- Reconstruct Apron

Jesse Viertel Memorial Airport (VER)

- Reconstruct North T-Hangar Taxilanes
- Reconstruct Runway 18-36
- Obstruction Removal/Tree Clearing
- Parallel Taxiway Extension

Omar N Bradley Airport (MBY)

- Construct Taxilanes and T-Hangar
- Reconstruct Runway 5-23 and Replace MIRLs
- Reconstruct Apron
- Extend Runway and Parallel Taxiway

Project Understanding and Technical Approach

Lochner is committed to providing the highest level of service for your upcoming engineering projects. Our strong City partnership and extensive experience at EOS gives us a distinct advantage, ensuring a thorough understanding of the projects outlined below.

Rehab Apron

The Neosho Hugh Robinson Airport contains apron concrete pavement present in the terminal area that is original to the airport as it exhibits physical and visual characteristics of similar former military-use pavements constructed during that time. Lochner's site visits over the last several years have identified various areas on the apron where the pavement is significantly deteriorating and creating Foreign Object Debris (FOD) concerns. Alkali-Silica Reaction (ASR) distresses near the pavement joint edges and intersections and aircraft tie-downs are contributing to the loose aggregate fragments breaking away from the deteriorating pavement. The reaction between alkali in the cement and silica in the aggregate results in a gel compound forming around the aggregates once water is introduced. This gel causes the concrete to expand, which produces premature cracking and pavement failure. ASR induced failures are generally identified by cracking near the concrete joints, with a powdery white product found in the cracks caused by the gel. Since ASR pavement failures are located within the pavement structure, the most effective solution is to replace the pavement entirely.

The *Missouri Airport Pavement Management System Report*, published in October of 2023 for the Neosho Hugh Robinson Airport and MoDOT by Applied Pavement Technology, assessed the airfield's pavement condition and offered recommendations for both short- and long-term improvements. The pavement condition is measured by the Pavement Condition Index (PCI), a numerical representation of the condition of the pavement structure, which ranges from 0 (indicating complete failure) to 100 (indicating strong structural integrity). The distresses at the time of observation, published in the report, indicated that the PCI value for the apron is 44, which correlates to a repair method trending closer to complete reconstruction than major rehabilitation. Since it has been over two years since publication, it is fair to assume the PCI has dropped to a range between 35-40. Major rehabilitation operations that may be considered for pavements within this PCI range include complete reconstruction, partial reconstruction, or identifying failed concrete panels and replacing them. Since the reconstruction of the apron requires funding beyond the current amount available for the airport, failed pavement removal and replacement is required through a detailed site analysis.



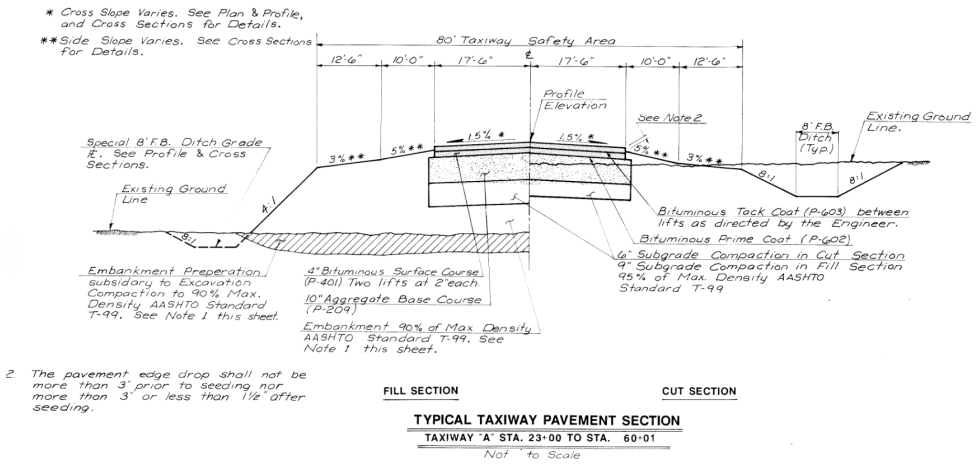
Concrete Distresses on Apron

Lochner proposes walking the site and identifying each concrete pavement distress and categorizing them based on type and severity. Pavement distresses observed may include ASR failure, concrete panel fractures spanning the full-length or a partial-length of the panel, joint spalling, and surface pop-outs. Upon identifying the distresses, Lochner prioritizes the most critical concrete replacement while also understanding the funding available to ensure that the work proposed falls within the available Non-Primary Entitlement (NPE) and Infrastructure Investment and Jobs Act (IIJA) funding. These repairs are developed through a project consisting of an initial engineer's design report, followed by detailed construction plans, technical specifications, and a CSPP.

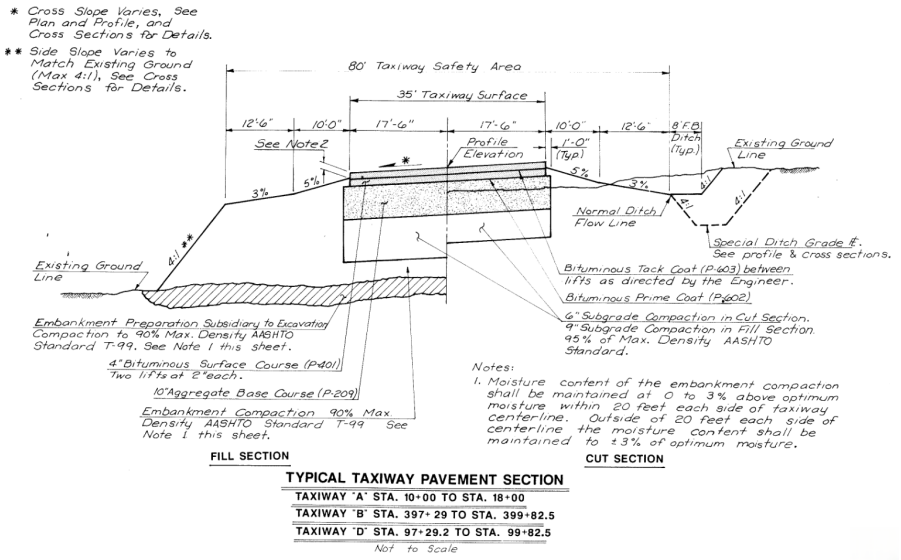


Rehab Parallel Taxiway

The Runway 1-19 Parallel Taxiway has served the Neosho Hugh Robinson Airport for nearly three decades. In 1986, Lochner, formerly Bucher, Willis, and Ratliff at the time, designed the construction of the Runway 1-19 Parallel and Connecting Taxiways. The project featured a 10-inch-thick aggregate base course with a 4-inch-thick bituminous surface course, placed in two lifts with a predominantly crowned pavement surface throughout with one-way cross slopes present at areas of transition to the runway and apron. Over the structure's nearly 40 years of life, several rehabilitation efforts, designed by Lochner, have helped maintain the useful life and serviceability including multiple crack seal, seal coat, and re-marking efforts. There have not been any major rehabilitation improvements, such as a mill and overlay, on the parallel taxiway since the pavement's initial construction.



Existing Taxiway Crowned Cross Section



Existing Taxiway One-Way Cross Slope Cross Section

The *Missouri Airport Pavement Management System Report* indicated that the Pavement Condition Index (PCI) value for the Runway 1-19 Parallel Taxiway ranged between a 60 and 67, which correlates to a repair method trending closer to major rehabilitation than preventative maintenance. Since it has been over two years since publication, it is fair to assume the PCI has dropped to a range between 55 to 62. Rehabilitation operations that may be considered for pavements within this PCI range include a crack seal and asphalt overlay, a partial-depth mill and overlay, a full-depth mill and overlay, or a full-blown reconstruction; all options are dependent upon several factors including, but not limited to, the underlying surface supporting structure type and condition, the presence of any subsurface water, the availability of construction materials locally, and the cost of construction materials.

Although Lochner has stayed in-tune with the airport's pavement condition through regular site inspections, a visit in 2025 focused on the state of the Runway 1-19 Parallel Taxiway to confirm previously observed distresses. The overall pavement structure, from a visual perspective, is experiencing expected distresses considering the age and previous maintenance and rehabilitation efforts undertaken previously. Instances of block cracking were present, however the common failure observed are instances of longitudinal and transverse cracking spanning up to 4 inches wide. Visually, the surface seal coat is still visibile with instances of weathering and oxidation present while the pavement markings are fading. Overall, through visual analysis, Lochner concurs with the *Missouri Airport Pavement Management System Report's* published PCI value and inferred present-day PCI value. Therefore, **Lochner believes the most appropriate rehabilitation method for the Runway 1-19 Parallel Taxiway shall feature a full-depth mill and overlay of the 4-inch-thick asphalt surface course.**

The most popular and widely accepted asphalt rehabilitation method is a mill and overlay so long as the underlying base layer supporting the surface course is structurally sound. Although a decaying base layer isn't ideal, it can be repaired if only apparent in a few locations and not spanning the majority of the pavement section. Mill and overlay operations are economical and budget friendly, as they require far less material and labor than a complete reconstruction effort. Aside from a new surface course that is visually appealing, the mitigation of water penetrating the pavement section is a significant benefit to a mill and overlay, further extending the useful life of the pavement structure. Since this project exceeds the available annual funding for the airport and requires discretionary funding, a non-traditional project approach is recommended to ensure MoDOT and the FAA agree with the method of rehabilitation as well as providing the flexibility to secure the discretionary funding required to fund the project. The project will feature three major phases:

PCI RANGE	REPAIR
86-100	Preventative Maintenance
71-85	
56-70	Major Rehabilitation
41-55	
26-40	Reconstruction
11-25	
0-10	

Phase 1: Pavement Analysis and Recommendation Report

Often times, general aviation airports similar to EOS serve as cautionary tales when specifying mill and overlays due to the possibility of thin working platforms and/or inadequate subsurface strength to support milling and other construction equipment. In reviewing the record drawings and previous design of the Runway 1-19 Parallel Taxiway, the 10-inch-thick aggregate base course *should provide* adequate strength to support a full-depth mill and overlay, however an assumption is not enough to safely proceed forward with specifying this rehabilitation method. Early in the design phase, Lochner and their geotechnical and pavement investigation subconsultant, **Palmerton & Parrish**, will develop a plan to determine the pavement structure's strength and integrity to support a mill and overlay operation. This plan includes:



Average Parallel Taxiway Surface Crack

Step 1: Surface Observation

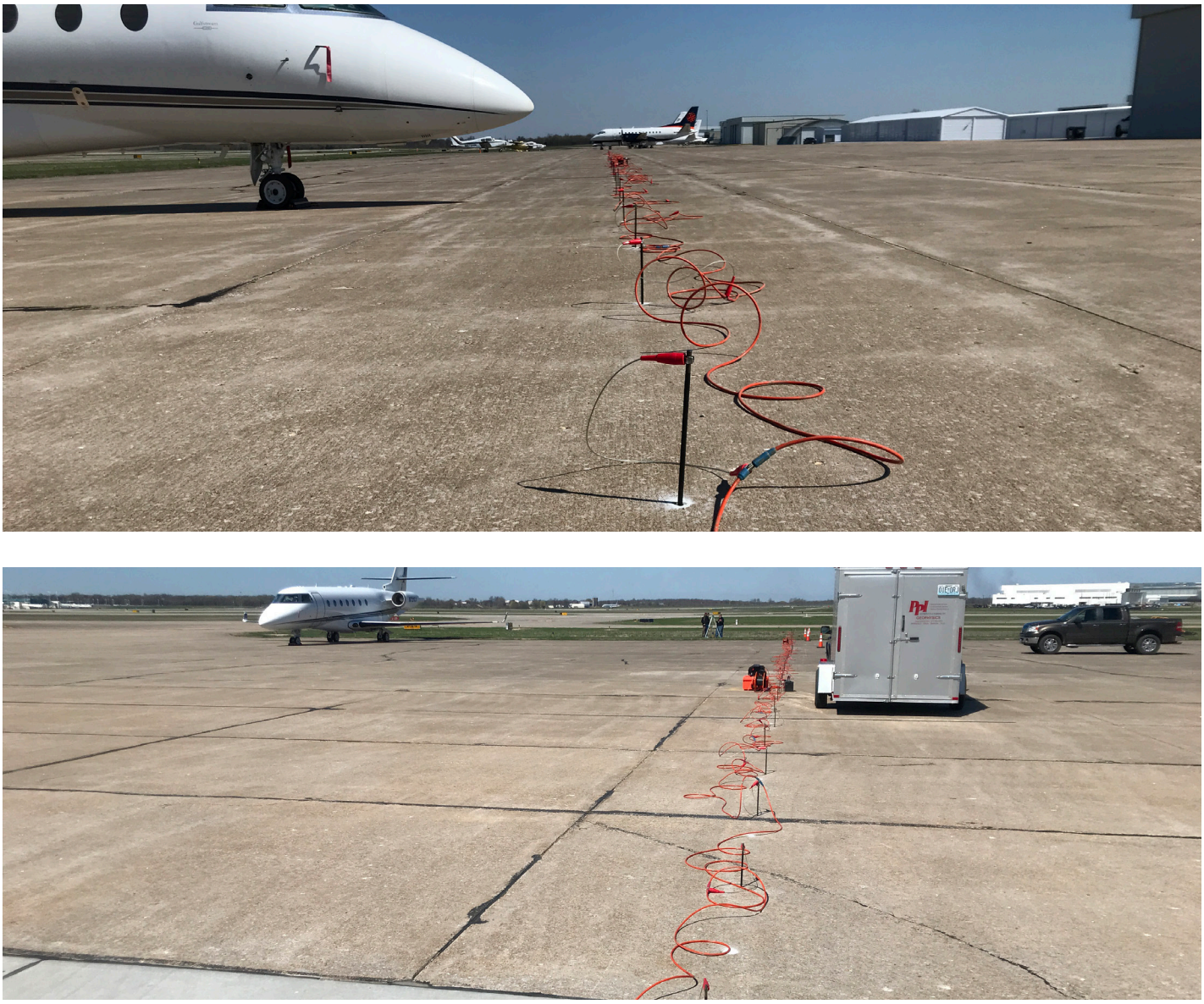
Although multiple previous Runway 1-19 Parallel Taxiway surface observations have been made, another surface observation is required between Lochner and Palmerton & Parrish to ensure no major changes, distresses, or failures have developed. Major changes, indicating structural failure, include the presence of alligator cracking or rutting on the asphalt surface.

Step 2: Non-Destructive Testing

Two popular options that can determine a pavement's structural properties while not causing damage include a falling weight deflectometer test or a ground penetrating radar examination. At the current time, there is a high confidence that the structure is consistent throughout and therefore the falling wight deflectometer is the most-likely test required. This test drops a weight onto the pavement surface to similar the load of a heavy-weighted moving object, such as a truck or aircraft. Sensors measure the weights deflection which utilizes that data to reverse engineer the pavement's remaining life and condition.

Step 3: Destructive Testing

Should questions or concerns arise from the non-destructive testing methods and analysis, pavement cores and dynamic cone penetrometer testing can determine or clarify strength properties. Between the data and properties collected through this method, combined with previously observed data, a detailed analysis and rehabilitation recommendation is made to MoDOT and the FAA's Paving Engineer for federal concurrence in supporting the need to perform a full-depth mill and overlay.



Examples of Non-Destructive Testing Operations

Phase 2: Project Phasing, Construction Plans, and Specifications

Upon the approval of the full-depth mill and overlay by MoDOT and the FAA Central Region's Paving Engineer, the next phase features the traditional steps with a MoDOT State Block Grant Program (SBGP)-funded project including a detailed construction safety and phasing plan, the development of construction plans, and the formulation of specifications.

Project Phasing

While it is important to put an emphasis on the design of the parallel taxiway mill and overlay, there is an equivalent importance that should be focused on the project phasing and the impacts to the variety of tenant operations at EOS. Although this project does not majorly impact Runway 1-19, this does not minimize the importance of communicating the project scope, construction footprint, extent of construction time, and anticipated impacts to tenants. During design, Lochner will work closely with the City to facilitate project phasing and proposed airfield closure meetings with key personnel and other pertinent airfield users. These forums allow operators the opportunity to provide their input, voice their comments or concerns, and understand the intentions and timelines associated with the project. **Lochner believes the most important aspect of any project is communication.** Having these meetings throughout design, and continuing them through construction, allows City officials, Airport users, and Lochner's team to all be on the same page, thus reducing any confusion that could arise from the project.

Phase 3: Bidding and Construction

While the bidding phase concludes the basic consulting services required by the project, it cannot be taken for granted. Alongside the advertisement of the project through Lochner's website, Lochner provides the City with a pre-prepared project advertisement notice that can be directly posted to the City website or placed in any digital or physical newspaper. In addition to these typical advertisement avenues, we take the extra step by emailing an extensive list of contractors we have compiled throughout our long history of airport projects completed in the Midwest. Another unique process we use to ensure the most competitive bids are received is to personally call local contractors as well as those that specialize in the scope of the project. Lochner tailors the bidding process to meet the Sponsor's needs. A mandatory, in-person pre-bid meeting and site visit, led by Lochner in conjunction with the City, will enhance the knowledge and understanding of the project.

Our team's success with airport pavement construction, reconstruction, and major rehabilitation projects has been recognized locally and nationally for both concrete and asphalt pavements. This recognition is a testament to our ability to construct high quality paving projects, and it is a credit to our teamwork approach, which focuses on involvement and communication amongst the City, construction team, and Lochner throughout the duration of the project. Lochner has provided construction administration and observation on nearly every airport improvement project designed by our firm. Our construction observers have airport design experience, and they are exceptionally qualified. In most cases, our construction administration team will have assisted in the design, construction phasing, and construction feasibility of the project. This practice eliminates familiarity time, provides a basis for prompt field decisions, and maintains continuity during the course of the project.

After a construction project has been awarded and construction contracts have been executed, Lochner prepared a Construction Observation Program (COP) prior to the pre-construction meeting. The COP details the procedures necessary to comply with quality control and acceptance of the construction project. It addresses the key personnel involved throughout construction and specifies the types and frequencies of necessary tests.

Upon approval of the COP by MoDOT and the City, a pre-construction meeting is held for all interested parties to discuss the scope of the project, the impact to airport operations, the construction schedule, and any other pertinent questions related to the successful execution of the construction phase. Typical participants include City and airport personnel, Lochner, subconsultants (acceptance testing), the prime contractor and his/her subcontractors, and MoDOT, among others. The preparation of the COP prior to this meeting aids in developing a more streamlined and efficient construction process and increases airport safety by having everyone thoroughly understand the construction limits of any and all phases. Given the numerous aspects of the project, the pre-construction meeting is an important first step in successful construction. The pre-construction meeting may answer the contractors remaining questions regarding the submittal of a Safety Plan Compliance Document (SPCD) to Lochner for review and approval prior to construction commencing. Throughout the pre-construction phase, Lochner's team is also reviewing material specifications, shop drawings, and product submissions proposed for the project to ensure they meet the project's specifications and Buy American requirements.

We believe that open, honest, and collaborative communication among all project team members is essential to the success of a project. Lochner will facilitate regular construction progress meetings with the City, airport tenants, construction team, material testing personnel, and other appropriate personnel to discuss the project status and any issues that arise. To further the communication throughout the project, Lochner utilizes a software application for the iPhone/iPad that allows our construction inspectors to document activity, keep records, and communicate with office staff and clients in a real-time setting. The application is available for download by anyone associated with the project, whether that be MoDOT, City, airport, or Lochner personnel. The application has the ability to review records, project photos that include a GPS stamp for location identification, and construction plan sheet updates. All data on the cloud-based application is protected from accidental deletion or loss of files and is backed up regularly.

Construction quantities are updated in real time by Lochner's inspection staff utilizing the previously mentioned digital platform. This allows Lochner's construction administration staff to generate payment requests, change orders, and supplemental agreements in real time and coordinate the execution of these items with MoDOT and City's staff. Lochner's construction administration staff also review material test and performance results for approval to keep the project moving forward and not introducing administrative delays.

General Pavement Maintenance

Lochner understands that airport pavement repairs may be needed on occasion. The City of Neosho is not required to utilize federal funding to maintain their facility. The FAA encourages governing entities to budget for local upkeep to pavement, electrical, and vertical infrastructure at airports. Should the City choose to leverage federal or local funding, Lochner can provide an analysis of appropriate methods of pavement repair dependent upon defects observed. The following are common pavement repairs for both concrete and asphalt pavements:

Full or Partial Concrete Panel Repair

Pavement failure spanning the entire length of the panel shall be removed entirely via saw cut methods that extend the full depth of the boundary area, including all dowel and tie bars. Concrete panels with pavement failure spanning a portion of the panel, but not the entire length, shall be removed via saw cut methods that extend at least two feet beyond the damaged pavement, including all dowel and tie bars. As concrete panels are removed, the exposed base material will be checked to ensure it hasn't failed. If the base material has failed, the base shall be removed and fresh aggregate shall be hauled in and compacted in place.

For all pavement repairs, new reinforcing steel is installed in the adjacent panels. For full panel repairs, dowel bars shall be installed into the face of the existing joints. For partial panel repairs, dowel bars shall be installed into the face of all existing joints and deformed tie bars shall be installed into the parent face of the existing panel being repaired. For both situations, the reinforcing steel will be installed by horizontal drilling and epoxy bonding agent. The dowel bars and deformed tie bars shall be the same type and size as the existing bars. Dowel bars shall be placed at least three inches from the previously cut dowel bars and three inches from the edge of repair. The exposed end of the dowel bars shall be oiled prior to concrete placement. The void shall be filled with approved concrete and consolidated with a vibrator. The surface shall be finished to match the existing surface and sprayed with curing compound compliant with ASTM C309. The existing joint shall be saw cut to re-establish the joint pattern and the newly cut joint filled with ASTM D6690, Type II hot-applied joint sealer.





Full and Concrete Panel Repair

Concrete Joint Spall Repair

Joint spall areas shall be saw cut with a two-inch minimum depth vertical cut. Unsound concrete is removed, and the spall repair area is cleaned with high pressure water. Non-absorbent board, standard 1/2-inch asphalt impregnate or other approved material, is installed to match the existing pavement joint to form a new joint sealant reservoir. The joint through the full depth of the spall repair is maintained to prevent a bond between the patch and the adjacent slab. The surface of the spall area is prepared per the manufacturer's recommendations; this may require treating the surface with a neat cement grout or a liquid bonding agent. Place, finish, and cure the patching material per the manufacturer's recommendations. Finally, the non-absorbent board shall be removed, and the joint filled with joint sealer.



Completed Joint Spall Repair

Concrete Joint Resealing

Existing crack seal material, debris, and vegetation is removed from the joints. The joints are then sand blasted to clean the joint of any remaining sealant or debris. Any excess joint or crack sealant on the surface of the pavement is removed. Prior to applying the new sealant material, the joint is blown out with compressed air. The sealant material is applied when the joint faces are dry.



Application of Hot-Applied Concrete Joint Sealant Material

Concrete Pop-Out Repair

Areas identified are cleaned with high-pressure water to remove any debris that has been collected within the void. Next, heat is applied thoroughly to dry the cavity. Finally, an epoxy resin material (Type III, Grade I) is applied to the pop-out until it is leve| with the surface of the pavement

Asphalt Joint and Crack Sealing

Asphalt joints and cracks shall have any existing vegetation and/or debris removed. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide. Remove all foreign substances/contaminants from the existing pavement. The removal shall consist of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances. Fill all joints and cracks greater than ¼" and less than 1-½" with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment to be used. Joints and cracks wider than 1-½" shall be filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance.





Preparation and Crack Sealant Application

Replace Airfield Lighting and Navigational Aid (NAVAID) Systems

Edge lighting systems are critical to an airport's uninterrupted operation; They illuminate usable airfield operational areas during periods of poor visibility and nighttime hours. The Medium Intensity Runway Lighting (MIRL) system serving Runway 1-19, as well as the 4-Box Precision Approach Path Indicator (PAPI) systems, and Runway End Identifier Light Systems (REILs), have been in service for over 13 years. Lochner designed and oversaw the replacement of each of these systems in 2013. The lighting system serving Runway 1-19 was installed utilizing MoDOT State Block Grant Program (SBGP) funding and also included the replacement of the runway holding position signs, primary wind cone, and supplemental wind cone. Through conversations with the previous Development Services Director, Richard Leavens, and coordination with the current Development Services Director, Adam Worster, the MIRL system suffered from a lighting strike over a year ago resulting in partial to nearly complete failure of the system. This event, combined with the airfield lighting manufacturing industry phasing out of current electrical components, will make it difficult to acquire spare parts to keep the system operational in the future. To alleviate these concerns, Lochner is proposing to replace the Runway 1-19 MIRL, PAPI, and REIL systems with modern, Light Emitting Diode (LED) technology produced by most all manufacturers. **Lochner has copies of the record drawings of the current electrical infrastructure, which provides our team a crucial advantage in successfully designing the new lighting systems as well as completing the required electrical vault improvements.**

Record drawing data indicates that the Runway 1-19 MIRL system features a predominantly stake-mounted edge lighting system with the occasional base-mounted edge light on a concrete foundation. Electrical circuitry powering each system is direct-buried into the earth and 24-inch tall quartz light fixtures offset ten feet from the edge of the pavement illuminate the pavements. The electrical vault shelter, located in the terminal area adjacent to the Apron, houses the airfield's electrical controls as well as the power source for the various lighting and navigational aid systems. A 20 kW Constant Current Regulator (CCR) powers the Runway 1-19 lighting system while a 7.5 kW CCR powers the PAPI system.



Existing Stake-Mounted Runway Threshold Lights

The first critical step in justifying the replacement of the Runway 1-19 MIRL, PAPI, and REIL systems is ensuring the useful life has been exceeded. FAA Order 5100.38D *Airport Improvement Program Handbook* provides guidance and guidelines for implementing the administration's policy of funding for airports. Table 3-7, Minimum Useful Life, within the AIP handbook provides useful life requirements for facilities or equipment being rehabilitated, reconstructed, or replaced in order for the project to be funded. Line f., "Airfield lighting and signage" requires a minimum useful life of 10 years, while line j., "NAVAIDs and

Weather Report Equipment" requires a minimum useful life of 15 years. At the current time, only the Runway 1-19 MIRL system is eligible for replacement, however, given the upcoming project priorities of the City, the replacement of the PAPI and REIL systems is not scheduled for several years, rendering all lighting and NAVAID systems eligible for replacement through the MoDOT SBGP.

Lochner proposes removing the Runway 1-19 stake-mounted and intermittent base mounted lighting system. As previously mentioned, a proposed LED lighting system will illuminate Runway 1-19. The use of LED technology significantly reduces maintenance and operating costs by requiring a smaller regulator to power the lighting system. The LED fixtures are mounted on lighting base cans enclosed by a concrete foundation. Additionally, the lighting circuit is fully enclosed in conduit, providing a completely protected system that eliminates outside impacts to the electrical conductors. The use of conduit allows for easier diagnosis and access during maintenance and repair operations. During periods of winter weather, incandescent and quartz light fixtures heat up enough to keep their lenses visible to pilots. LED lights do not emit the same amount of heat; however, the proposed LED fixtures are equipped with a small heating element, referred to as the "arctic option", to maintain clear lenses and maximum visibility to pilots during periods of poor weather conditions. A counterpoise system is currently present and will be re-evaluated during the design phase to determine if it is acceptable for re-use with the proposed system.



Proposed LED Runway Edge Light



Proposed LED Runway Threshold Light

Non-lighted guidance signs currently draw attention to the location of the hold short requirement for Runway 1-19. Generally, Lochner specifies LED signage when replacing the airfield electrical circuitry, however the City is not required to have lighted signage. We understand that lighted guidance signage increases the construction and operational cost and therefore will leave this decision up to the City early in the design phase. If the current non-lighted billboard style guidance signs and their associated foundations are in good condition, Lochner specifies only a new sign panel to replace the old, providing a vibrant, bright visual to enhance pilot situational awareness.



Existing Non-Lighted Guidance Sign

The 20 kW CCR powering Runway 1-19 will be removed and a new regulator, properly sized to power the new LED lighting system, will be specified for this project. Lochner's team thoroughly examines the electrical vault shelter and determines the replacement requirements for electrical controls including, but not limited to, the pilot-controlled lighting, radio antenna, and time clock.

As mentioned previously, the 4-Box PAPI systems serving Runway 1-19 was installed alongside the runway lighting system utilizing SBGP funding. Record drawing data indicates that the PAPI system is current-driven, powered by a 7.5 kW CCR located in the electrical vault shelter. During the original design. the Runway 18 PAPIs required concrete foundations be constructed to properly align the system both vertically and horizontally. To prepare for the replacement of the PAPI system, the above-ground infrastructure, including the foundations, PAPI units, and all visible circuitry will be removed by the Contractor and all below ground circuitry abandoned in place.



Electrical Vault Shelter

Traffic Flow Management System Counts (TFMSC) data shows 62 jet operations from 2020 through 2025. Lochner will utilize this data to justify to MoDOT that Runway 1-19 is eligible for a new 4-Box PAPI system at each end of the runway. The proposed 4-Box PAPIs will be LED-type and designed in accordance with FAA AC 150/5340-30J *Design*

and Installation Details for Airport Visual Aids and FAA AC 150/5345-28H *Precision Approach Path Indicator (PAPI) Systems*. With a 4-Box PAPI system, the inner-box PAPI will be located 50 feet from the runway pavement edge with each subsequent box extending another 20 feet further from the previous one. Following the completion of an initial topographical survey completed by Engineering Surveys & Services, Lochner's subconsultant, any required PAPI berms or earthwork is designed and constructed to adequately place the concrete foundations that support the PAPIs. Once sited, Engineering Surveys & Services will complete an Obstacle Clearance Surface (OCS) and Light Signal Clearance Surface (LSCS) check to ensure the new PAPI systems are not obstructed by trees or other vertical hazards. If no obstructions are present, the PAPI system will pass the required FAA flight check.



Proposed LED 4-Box PAPI System

A new electrical circuit enclosed in conduit will power the PAPIs so that they operate independently of the MIRL circuit, similar to how it is currently set up. Powering this system can be done with either voltage-driven or current-driven systems. A voltage system utilizes a 240-volt electrical service to the PAPI master control unit, which powers the remaining three units and adjusts the brightness level for daytime and nighttime operations. A current driven system, similar to the MIRL circuit, is powered by a CCR which would replace the current 7.5 kW CCR in the electrical vault shelter. During design, Lochner will coordinate with the City to provide recommendations on the appropriate power source method for the system.

The REIL system at each end of Runway 1-19, powered by the edge lighting system, ideally should be replaced with this project. REIL systems provide a clear visual indication to a runway's approach end and are particularly useful in low visibility conditions. REIL systems consist of two synchronized lights at reach runway threshold powered by the runway lighting circuit. Similar to the MIRL and PAPI systems, Lochner intends to specify a LED REIL system for consideration with this project.



Proposed LED REIL Unit

Since the airport has published approaches, an FAA flight check is required to commission the MIRL, PAPI, and REIL systems for public use. Lochner's positive relationship with the FAA flight check staff, specifically Shelley Ochs, ensures that the process goes smoothly from Reimbursable Agreement (RA) preparation, to scheduling, to the on-site commissioning. Lochner's design and construction inspection staff work together, alongside the Contractor and the FAA, to ensure the system commissioning is completed the same day as the inspection. This is done by requiring the Contractor to fix any issues upon inspection such that a re-check can be completed on the same day.

IMPLEMENTED AFFIRMATIVE ACTION PROGRAM

Lochner has established and implemented an Affirmative Action Plan. Executive Order 11246, Affirmative Action Plan (AAP), adopted by Lochner's Board of Directors and titled H.W. Lochner, Inc. Affirmative Action Plan, establishes an AAP for minorities and women (Part I) and covered veterans and persons with disabilities (Part II). Lochner's Affirmative Action/Equal Employment Opportunity contact is Kristin Shockley, Human Resources, 225 West Washington Street, 12th Floor, Chicago, IL, 60606.

Lochner often exceeds DBE participation goals, as we choose our partners not simply for their DBE status, but because they are true partners in our work. When selecting DBE firms for this proposal, we called upon subconsultants who we have a history of working with and/or soliciting services from for other RFQs.

With the current and ever-changing landscape of the DBE program and its federal requirements, it is imperative to have a well versed and knowledgeable team supporting your projects and ensuring adherence to compliance is upheld. Through our excellent relationship with the FAA Central Region MoDOT our team can ensure coordination of the latest requirements in conjunction with project timelines and requirements.

Our team is committed to exceeding the requirements of 49 CFR Part 26 and Executive Order 11246. This includes goal setting, good faith efforts, reporting, and monitoring requirements. We provide transparent documentation of DBE utilization, coordination with FAA ADOs and state DOT civil rights offices, thereby safeguarding the airport's eligibility for federal AIP funding.

Lochner's Affirmative Action Plan serves as evidence of our assurance. Our Affirmative Action Plan is our guide for compliance with FAA DBE requirements. In addition, we have employed several DBE subconsultants on multiple contracts nationwide.



APPENDIX — REQUIRED FORMS



AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Erik Vliek, MBA (Name of Business Entity Authorized Representative) as Business / Operations Manager (Position/Title) first being duly sworn on my oath, affirm H.W. Lochner, Inc. (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that H.W. Lochner, Inc. (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

E. Vliek
Authorized Representative's Signature

Erik Vliek
Printed Name

Business / Operations Manager
Title

March 16, 2026
Date

evliek@hwlochner.com
E-Mail Address

Subscribed and sworn to before me this 16th (DAY) of 03, 2026 (MONTH, YEAR). I am commissioned as a notary public within the County of Mesa (NAME OF COUNTY), State of Colorado (NAME OF STATE), and my commission expires on 01/31/2028 (DATE)

K Diaz
Signature of Notary

03/16/2026
Date

KIMBERLY DIAZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204004297
MY COMMISSION EXPIRES 01/31/2028

Company ID Number: 350597

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and H.W. Lochner, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 350597

Approved by:

Employer H.W. Lochner, Inc.	
Name (Please Type or Print) Gina M Lecas	Title
Signature Electronically Signed	Date 08/13/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/13/2010

Company ID Number: 350597

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	H.W. Lochner, Inc.
Company Facility Address	225 W Washington 12th Floor Chicago, IL 60606
Company Alternate Address	
County or Parish	COOK
Employer Identification Number	362338811
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1 site(s)

Company ID Number: 350597

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

IL	1

Company ID Number: 350597

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Shelly L Flores
Phone Number	7852013432
Fax	7858273029
Email	sflores@hwlochner.com

Company ID Number: 350597

This list represents the first 20 Program Administrators listed for this company.

EST 1878

NEOSHO

CITY OF SPRINGS

NOTICE TO AIRPORT PLANNING CONSULTANTS

The City of Neosho, Missouri ("Sponsor"), is hereby soliciting statements of qualifications and experience from qualified consultants for airfield development projects at the Neosho Hugh Robinson Memorial Airport. Projects may be subject to future receipt of Federal funding under the Federal Aviation Administration (FAA) Airport Improvement Program, as administered by the Missouri Department of Transportation (MoDOT) through the State Block Grant Program (SBGP). These projects may include the following:

- AGIS Survey, Airport Master Plan, Airport Layout Plan (Est. Cost $450,000)
- Exhibit 'A' Property Map Update (Est. Cost $50,000)

The required services include, but are not limited to, aviation demand forecasting, environmental resource overview, AGIS survey, financial and implementation plan, pavement management program, SMS, etc., depending on the services anticipated for the listed projects. The consultant should provide the name(s) of preferred firm(s) for any work which is likely to be sub-consulted. Sub-consultant changes can occur with Sponsor approval. At the Sponsor's discretion, this selection can be retained for projects initiated within five years or until all projects are complete. Projects other than those listed above will require a new solicitation except as allowed in FAA Advisory Circular 150/5100-14 paragraph 2.7.2 (4). Disclosure: Under a previous agreement, LOCHNER assisted the Sponsor with preparation of their CIP and the above cost estimates.

A qualification-based selection process conforming to FAA Advisory Circular 150/5100-14 will be utilized to select the most qualified firm. Selection criteria will include:

- Recent experience in airport projects
- Capability to perform all aspects of project
- Ability to meet schedules within budget
- Knowledge of FAA/MoDOT design and construction standards
- Knowledge of FAA/MoDOT regulations, policies and procedures
- Quality of previous airport projects undertaken
- Personnel experience and qualifications
- Familiarity with, and proximity to the project
- An implemented Affirmative Action Program

Fees will be negotiated for projects as federal funds become available. **Consultants shall not include fee or cost information when responding to this solicitation.** Prospective consultants are advised that applied overhead rates must be in accordance with the cost principles established within Federal Regulation 48 CFR Part 31, Contract Cost Principles and Procedures. After selection, the successful firm will be required to submit a copy of their current overhead rate audit certification or MoDOT pre-qualification.

The agreement(s) between the Sponsor and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E. The most current version of the Federal Contract Provisions for A/E agreements will be included in each agreement.

Airport consultants should submit three copies of their statement of qualifications and experience along with references to the following address, no later than 10 a.m. on March 26, 2026. The consultant should also provide an affidavit of compliance with the federal work authorization program and a copy of the firm's E-Verify Memorandum of Understanding. Questions regarding this solicitation can be directed to Adam Worster at 417.451.8050 x 129.

SUBMIT DOCUMENTS TO: Cheyenne Wright, City Clerk
City of Neosho
203 East Main Street
Neosho, MO 64850

EST 1878

NEOSHO

CITY OF SPRINGS

NOTICE TO AIRPORT ENGINEERING CONSULTANTS

The City of Neosho, Missouri ("Sponsor"), is hereby soliciting statements of qualifications and experience from qualified consultants for airfield development projects at the Neosho Hugh Robinson Memorial Airport. Projects may be subject to future receipt of Federal funding under the Federal Aviation Administration (FAA) Airport Improvement Program, as administered by the Missouri Department of Transportation (MoDOT) through the State Block Grant Program (SBGP). These projects may include the following:

- Rehab Apron (Est. Cost $900,000)
- Rehab Paralell Taxiway (Est. Cost $2,700,000)
- General Pavement Maintenance
- Light and Navigation Aids (Est. Cost $900,000)

The required services include, but are not limited to, aviation demand forecasting, environmental resource overview, AGIS survey, financial and implementation plan, pavement management program, SMS, etc., depending on the services anticipated for the listed projects. The consultant should provide the name(s) of preferred firm(s) for any work which is likely to be sub-consulted. Sub-consultant changes can occur with Sponsor approval. At the Sponsor's discretion, this selection can be retained for projects initiated within five years or until all projects are complete. Projects other than those listed above will require a new solicitation except as allowed in FAA Advisory Circular 150/5100-14 paragraph 2.7.2 (4). Disclosure: Under a previous agreement, LOCHNER assisted the Sponsor with preparation of their CIP and the above cost estimates.

A qualification based selection process conforming to FAA Advisory Circular 150/5100-14 will be utilized to select the most qualified firm. Selection criteria will include:

• Recent experience in airport projects
• Capability to perform all aspects of project
• Ability to meet schedules within budget
• Knowledge of FAA/MoDOT design and construction standards
• Knowledge of FAA/MoDOT regulations, policies and procedures
• Quality of previous airport projects undertaken
• Personnel experience and qualifications
• Familiarity with, and proximity to the project

• An implemented Affirmative Action Program

Fees will be negotiated for projects as federal funds become available. **Consultants shall not include fee or cost information when responding to this solicitation.** Prospective consultants are advised that applied overhead rates must be in accordance with the cost principles established within Federal Regulation 48 CFR Part 31, Contract Cost Principles and Procedures. After selection, the successful firm will be required to submit a copy of their current overhead rate audit certification or MoDOT pre-qualification.

The agreement(s) between the Sponsor and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E. The most current version of the Federal Contract Provisions for A/E agreements will be included in each agreement.

Airport consultants should submit three copies of their statement of qualifications and experience along with references to the following address, no later than 10 a.m. on March 26, 2026. The consultant should also provide an affidavit of compliance with the federal work authorization program and a copy of the firm's E-Verify Memorandum of Understanding. Questions regarding this solicitation can be directed to Adam Worster at 417.451.8050 x 129.

SUBMIT DOCUMENTS TO: Cheyenne Wright, City Clerk
City of Neosho
203 East Main Street
Neosho, MO 64850

EST 1878

NEOSHO

CITY OF SPRINGS

Date: 5/11/2026
Lochner, Inc.

Re: Letter of Selection – Professional Engineering/Planning Services
Hugh Robinson Memorial Airport

To whom it may concern:

The City of Neosho is pleased to inform you that Lochner Inc**.** has been selected as the most qualified firm to provide professional engineering/planning services for the Neosho Hugh Robinson Memorial Airport.

Following a comprehensive evaluation of Statements of Qualifications, Lochner was determined to be the firm best suited to meet the needs of the airport and the City. The evaluation considered, among other factors, demonstrated experience with airport planning and design, familiarity with FAA funding and compliance requirements, project team qualifications, past performance on similar projects, and understanding of the airport's short- and long-term capital improvement needs.

This selection is not a notice to proceed. Authorization to begin work will be issued following successful negotiation of scope, schedule, and fees, and subsequent approval by the Neosho City Council, as applicable.

The City appreciates Lochner's interest and effort in submitting qualifications and looks forward to the opportunity to work together on future improvements at Hugh Robinson Memorial Airport.
If you have any questions regarding this selection, please contact me at aworster@neoshomo.gov or 417-451-8050.

Sincerely,

Adam Worster
Director of Development Services
City of Neosho, Missouri



STATEMENTS OF QUALIFICATIONS & EXPERIENCE

AIRFIELD DEVELOPMENT PROJECTS FOR ENGINEERING

Neosho Hugh Robinson Memorial Airport

CITY OF NEOSHO, MISSOURI
MARCH 26, 2026

olsson®

March 26, 2026

Cheyenne Wright, City Clerk
City of Neosho
203 East Main Street
Neosho, MO 64850

RE: Statement of Qualifications & Experience for Airfield Development Projects
for Engineering at Neosho Hugh Robinson Memorial Airport

Dear Selection Committee,
We recognize just how important the Neosho Hugh Robinson Memorial Airport is as a gateway, economic engine, and hub of community pride for the City of Neosho. As the city advances significant airfield rehabilitation and maintenance initiatives—from apron and taxiway upgrades to navigational aid improvements—we know these projects are more than infrastructure. They are about keeping the airport safe, operational, and primed for Neosho's future growth and connectivity.

Our interest in this pursuit comes from a genuine connection to Neosho, many members of our team call Neosho and the surrounding area home. We work with city and regional partners daily, and our Joplin office is less than twenty minutes away. This proximity means decision-makers, design leads, and senior aviation staff are invested in the airport's success and ready to collaborate on short notice. We know the community, understand local needs, and advocate for practical solutions that fit Neosho's vision.

Olsson is uniquely equipped to support the city with a blend of local dedication and nationally recognized, in-house aviation resources. Our airport clients benefit from a team that lives and works in the region, backed by specialists across planning, engineering, AGIS survey, environmental resources, and aviation programs. Recent projects at Grove Regional, Bolivar, and Poplar Bluff airports have given us a strong track record with airfield rehabilitation, lighting upgrades, and pavement management under FAA/MoDOT programs—and we continue to provide these services as a trusted partner statewide.

Our knowledge of FAA and MoDOT regulation, hands-on experience with the State Block Grant Program, and proven ability to help navigate federal funding complexities puts us in position to support every aspect of Neosho's airfield plans, from grant applications and compliance documentation to design and construction oversight.

We are proud to live, work, and grow right alongside Neosho. We would be honored to collaborate with the City, contribute our practical aviation knowledge, and help your airport projects drive new opportunity for the people and businesses you serve. Thank you for your consideration. If you have questions, please reach out to Brian Coomes, P.E., at 620.238.9173 or bcoomes@olsson.com.

Sincerely,

Brian Coomes, P.E.
Project Manager

Steve Stockam
Airport Operations Advisor

CONTENTS

Recent Experience in Airport Projects.....3

Capability to Perform All Aspects of Project.....14

Ability to Meet Schedules within Budget.....15

Knowledge of FAA/MoDOT 16

Quality of Previous Airport Projects.....17

Personnel Experience & Qualifications..... 18

Familiarity with & Proximity to the Project 25

Required Documents.....26





We are Olsson,

a people centric engineering and design firm focused on improving the world around us. We are known for our work, but we will be remembered for the impact it has on the communities we serve.

Founded in 1956, Olsson ranks No. 74 on Engineering News Record's Top 500 Design Firms list. Today, more than 2,000 professionals across 11 states and remote locations provide advisory, planning, engineering and design, field, and environmental services to clients throughout the United States.

HERE'S HOW WE'VE GOT YOU COVERED

Our firm is team-based and purpose-driven, offering a comprehensive range of aviation services from planning and land acquisition through design, construction observation, and materials testing, as well as administrative support such as funding applications and disadvantaged business enterprise programs. Our diverse in-house expertise includes aviation engineers and planners, electrical engineers experienced in airfield lighting and navigational aids, structural engineers specializing in hangar design, and environmental scientists well-versed in the permitting process.

ESTABLISHED DATE AND NAME HISTORY

Established in 1956, Olsson became an employee-owned corporation on October 1, 1970. Previous firm names include John E. Olsson (March 9, 1956); Olsson & Burroughs (1958); Clark, Enersen, Olsson, Burroughs, & Thomsen (1962); John E. Olsson & Associates (October 2, 1970); and Olsson Associates, Inc. (November 1, 1973).





PROJECT MANAGER
Brian Coomes, PE
Project Manager
bcoomes@olsson.com

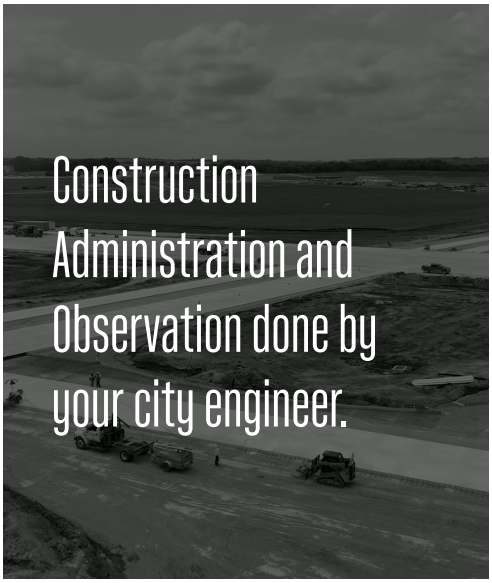
LOCAL OFFICE
1027 S. Main Street | Suite 503
Joplin, Missouri 64801



Allgeier Martin,

is an employee-owned corporation with over 150 employees, managed by a Board of Directors. We were established in 1954 in Lamar, Missouri and moved to Joplin in 1956. In 1976, the firm was established as a Missouri Corporation with expertise in civil engineering, electric power engineering, and surveying services.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers



HERE'S HOW WE'VE GOT YOU COVERED

Allgeier Martin offers our clients construction oversight services for all types of civil and electric power projects. We employ several full- and part-time representatives. Many have been with us for decades. With their knowledge, they provide liaison services between the engineer, contractor, and owner. This requires both technical understanding and people skills to help navigate challenges as they arise during construction.





Aviation Capabilities Relevant to Neosho

We have designed, planned, and constructed nearly every component an airport may require, including apron and taxiway rehabilitation and design; pavement evaluation, maintenance planning, and pavement management programs; airfield lighting and navigation aid upgrades; AGIS surveys; Airport Master Plans; and Airport Layout Plans. Our experience also includes Exhibit A property map updates and land acquisition support, environmental assessments and permitting, grant application and administration support for FAA AIP and MoDOT's State Block Grant Program, and construction observation, resident project representation, and materials testing. Our team understands the complexities of FAA Advisory Circulars and federal and state funding programs. We guide clients, including the City of Neosho, through regulatory compliance, approvals, and required documentation with clarity and confidence.

How We Support Neosho's Airport Priorities

For Neosho, we bring relevant, real-world experience to each of your priority projects. Apron Rehabilitation: Our engineers specialize in evaluating pavement conditions and developing cost-effective rehabilitation strategies that consider phasing, safety, and uninterrupted airport operations. Parallel Taxiway Rehabilitation: We deliver proven solutions for taxiway geometry, drainage, and lighting while supporting airport revenue operations and meeting FAA and MoDOT standards.

Apron Rehabilitation

The apron rehabilitation project focuses on improving safety, functionality, and pavement longevity. Our team evaluates existing pavement conditions and develops practical rehabilitation solutions that address structural performance, drainage, and aircraft loading. We emphasize cost-effective, constructible designs that minimize disruption to based aircraft and day-to-day airport operations while meeting FAA and MoDOT requirements.

Parallel Taxiway Rehabilitation

Rehabilitation of the parallel taxiway supports long-term airfield efficiency and operational reliability. The new hangar development with Buffalo River Aviation will bring a added emphasis on the impact of this project. We develop rehabilitation designs that address pavement condition, geometry, drainage, and lighting, with careful consideration given to phasing and constructibility. Our approach supports continued airport operations, protects revenue, and ensures compliance with FAA and MoDOT standards.

General Pavement Maintenance

We work closely with airport stakeholders to develop preventive maintenance programs and pavement management plans that extend pavement life and maintain safe operating conditions.

Lighting and Navigation Aids

We provide design services for airfield lighting and navigation aid improvements, including photometric analysis and planning for long-term maintenance needs.

AGIS Survey, Airport Master Plan, and Airport Layout Plan

Our aviation planners and surveyors support the development of GIS-compliant datasets, forward-looking layout plans, and a strategic vision that is both achievable and eligible for funding.

Exhibit A Map Update

We apply our land acquisition and GIS expertise to update Exhibit A property maps with an emphasis on accuracy, regulatory compliance, and long-term usability.

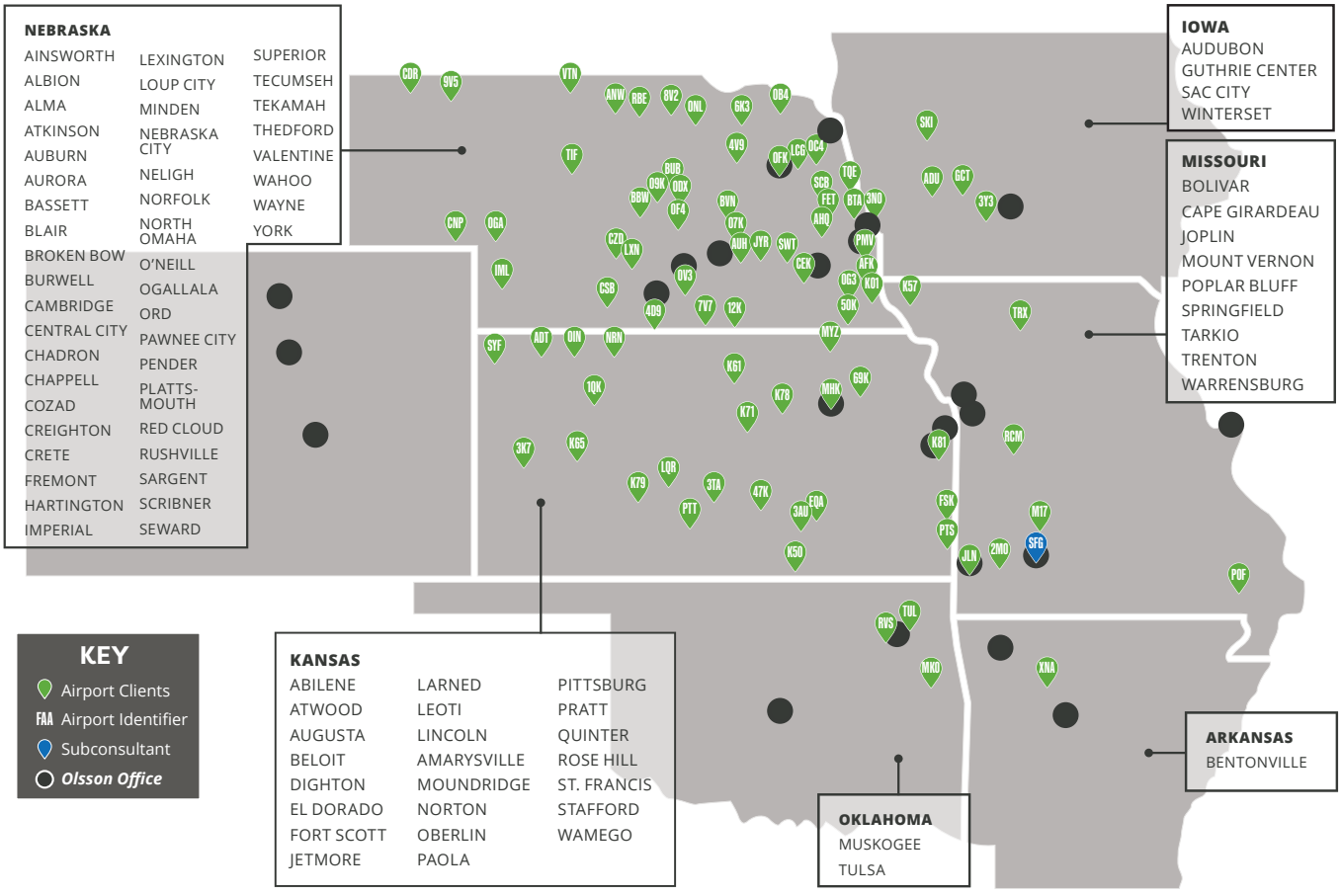
We do not simply deliver technical solutions—We act as trusted partners invested in the long-term success of Neosho's airport and the community it serves.

RECENT EXPERIENCE IN AIRPORT PROJECTS



RECENT EXPERIENCE IN AIRPORT PROJECTS

At Olsson, we serve airport clients across the Midwest and have completed a wide range of aviation projects, including runways, taxiways, apron pavement and lighting; terminals, hangars, and equipment buildings; equipment acquisition; roads and parking lots; and fuel systems. **The map below highlights where we have delivered these services, followed by recent experience that demonstrates the breadth of our aviation capabilities. With deep roots in the region and a passion for supporting thriving aviation communities, we leverage local knowledge to deliver practical, impactful airport solutions. Our Joplin office is just 20 minutes from Neosho, and our team includes professionals who call this area home, giving us a strong understanding of the community's needs and priorities. The projects highlighted below reflect engineering and planning scopes directly aligned with the improvements the City of Neosho is pursuing at Hugh Robinson Memorial Airport.**



We engineer solutions to improve communities.

It's our passion and our purpose.

We offer comprehensive design solutions for infrastructure projects, and we specialize in those involving multiple services and disciplines. What we do improves communities, which is why we pay meticulous attention to every detail of your project. From start to finish.

ENGINEERING PROJECT EXPERIENCE

The matrix shows relevant projects completed by the Olsson team at select airports across the Midwest. As you can see, we have worked on many projects in multiple locations that are similar to yours.

Current Clients or Locations	Aprons	Taxiways	Runways	Lighting / Navaids	Roads/ Parking Lot
Ainsworth, NE	X	X	X	X	
Alma, NE	X	X	X	X	X
Atwood, KS	X	X	X	X	
Atkinson, NE	X	X	X	X	X
Auburn, NE	X	X	X	X	X
Audubon, IA	X	X	X	X	X
Aurora, NE	X	X	X	X	X
Bassett, NE	X	X	X	X	X
Burwell, NE	X	X	X	X	X
Cozad, NE	X	X	X	X	X
Creighton, NE	X	X	X	X	X
Crete, NE	X	X	X	X	
Dighton, KS	X	X	X		X
Grand Island, NE	X	X	X	X	X
Hartington, NE	X	X	X		
Fountainhead Lodge, OK	X	X	X		
Imperial, NE	X	X	X	X	
Jetmore, KS	X	X	X		
Larned, KS	X	X	X	X	X
Leoti, KS	X	X	X	X	
Lexington, NE	X	X	X	X	X
Loup City, NE	X	X	X	X	

Current Clients or Locations	Aprons	Taxiways	Runways	Lighting / Navaids	Roads/ Parking Lot
Marysville, KS	X	X	X	X	
North Omaha, NE	X	X	X		
North Platte, NE	X	X	X	X	
Nebraska City, NE	X	X	X	X	
Norton, KS	X	X	X		
Oberlin, KS	X	X	X	X	
O'Neill, NE	X	X	X	X	
Ord, NE	X	X	X	X	X
Phillipsburg, KS	X	X	X	X	X
Pender, NE	X	X	X	X	
Quinter, KS	X	X	X	X	X
Sac City, IA	X	X	X	X	
St. Francis, KS	X	X	X	X	
Red Cloud, NE	X	X	X	X	
Sargent, NE	X	X	X	X	
Trenton, MO	X	X	X	X	
Tarkio, MO	X	X	X	X	
Tecumseh, NE	X	X	X	X	X
Tekamah, NE	X	X	X	X	X
Thedford, NE	X	X	X	X	
Valentine, NE	X	X	X	X	
Wayne, NE	X	X	X	X	



BOLIVAR MUNICIPAL AIRPORT

BOLIVAR, MISSOURI

DATES

2011 to Ongoing

TOTAL GRANT FUNDS

$1,500,000

REFERENCE

Kerrick Tweedy, Airport Manager
Bolivar Municipal Airport
417.777.6800

SEAL COAT & PAVEMENT MAINTENANCE

We partnered with Bolivar Municipal Airport to complete a comprehensive pavement seal coat project, involving surface treatment, crack repairs, and careful budget management. Our final cost was $1,007,358—over 3% under the FAA grant estimate. We regularly help clients like Bolivar complete funded projects within budget through detailed planning and open communication.

REPLACE RUNWAY 18/36 PRECISION APPROACH PATH INDICATORS (PAPIS)

For Bolivar, we replaced the PAPIs for Runway 18/36 to improve safety and reliability for pilots. The project is being delivered for the City and includes future-focused design solutions by our in-house airport engineering team. Our local presence facilitates responsive service for airfield lighting and navigational aids.



GOULD PETERSON MUNICIPAL AIRPORT

TARKIO, MISSOURI

SERVICE DATES

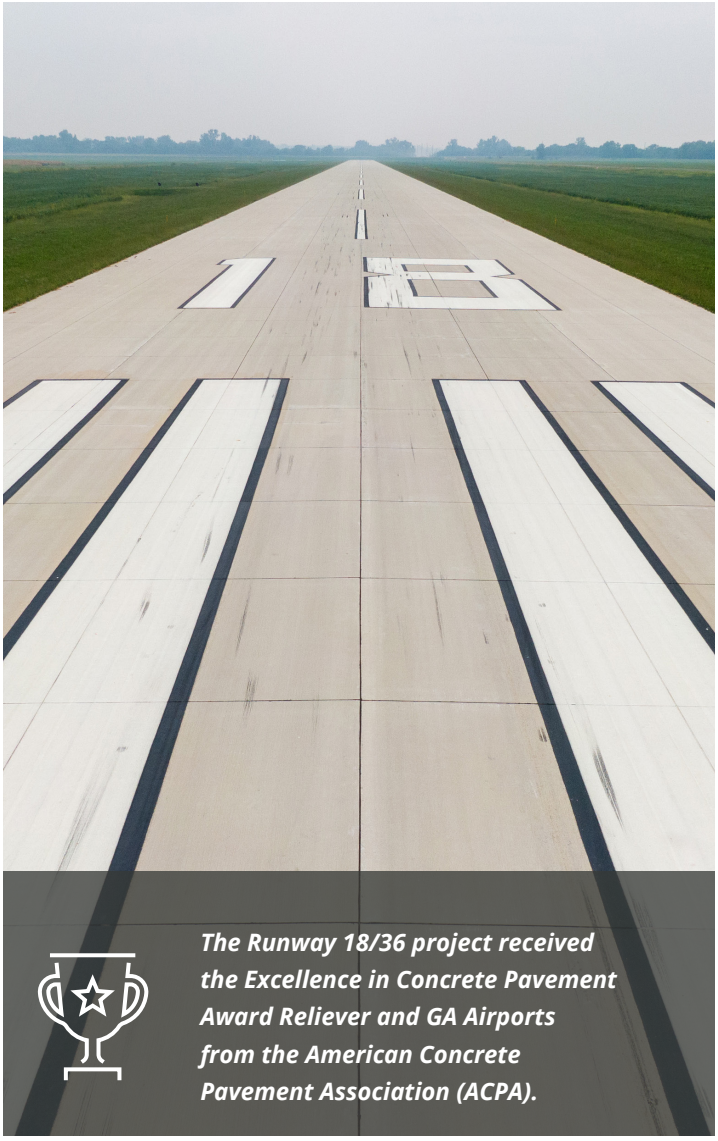
2013 to Ongoing

TOTAL MODOT BLOCK GRANT FUNDS

$8,350,000

REFERENCE

Danielle Madron, City Clerk
City of Tarkio
660.736.4821



The Runway 18/36 project received the Excellence in Concrete Pavement Award Reliever and GA Airports from the American Concrete Pavement Association (ACPA).

RUNWAY 18/36 RECONSTRUCTION, LIGHTING, PAPIS, REILS, AND WIND CONE

This comprehensive airfield improvement project reconstructed, extended, and widened Runway 18/36 to improve operational performance and safety. A new north connecting taxiway was constructed on a new alignment, and medium-intensity runway and taxiway lighting systems were installed on all new pavement. Additional improvements included installing REILs at each runway end, PAPI-2L systems on Runways 18 and 36, a new wind cone, and a new electrical vault with updated electrical equipment to support the upgraded lighting and navigational aids.

STORAGE HANGAR

The project included the construction of a 48-foot by 35-foot storage hangar to support airport operations and tenant needs. Work consisted of a new hangar structure equipped with a free-standing hydraulic door and a concrete access ramp, providing durable, functional storage space with efficient aircraft access.

ABOVEGROUND 100LL AVGAS FUEL TANK AND CREDIT CARD READER

This project involved the installation of a new 5,000-gallon aboveground 100LL AVGAS fuel tank to expand fueling capacity at the airport. The work also included replacing the existing credit card reader to improve reliability and user convenience for self-service fueling operations.

APRON AND TAXIWAY/TAXILANES REHABILITATION

Rehabilitation improvements were completed to extend the service life of the apron and associated taxiways and taxilanes. The project included resealing and repairing concrete joints, repairing pavement cracks with select panel replacements as needed, and installing new pavement markings to enhance safety and airfield clarity.

NEW TAXIWAY AND TAXILANE

This project extended the parallel taxiway south to the airport property line to improve airfield circulation. An east-west taxilane was also constructed to support new hangar development, enhancing access to future aviation facilities and accommodating airport growth.

MIAMI COUNTY AIRPORT

PAOLA, KANSAS

SERVICE DATES

2016 to Ongoing

TOTAL GRANT FUNDS

$2.3 Million

REFERENCE

Shane Krull
County Administrator
Miami County, Kansas
913.294.9500







TAXILANE REHABILITATION

This project includes the full-depth reconstruction of the asphalt taxilane and hangar approaches serving the west-side hangar complex. Improvements are designed to correct existing pavement deficiencies and enhance long-term performance. Drainage conditions are being improved to eliminate stormwater ponding on the taxilane pavement, reducing the potential for premature deterioration. The project team is coordinating closely with hangar tenants to minimize construction impacts and maintain access during business operations.

RUNWAY AND TAXIWAY SEAL COAT; APRON OVERLAY

This project focuses on extending pavement life and improving surface conditions across multiple airfield elements. Work includes removing existing sealant, cleaning pavement surfaces, and resealing cracks on asphalt pavements. Additional improvements consist of crack repair and surface treatment along the connecting taxiway, an asphalt overlay of the apron and a portion of the connecting taxiway, and seal coating of Runway 3/21 and associated taxiway turnarounds to enhance durability and performance.

RUNWAY 3/21 LIGHTING, PAPIS, AND REILS

Airfield lighting and navigational aid improvements were completed to enhance safety and operational reliability. The project included removing and replacing existing medium-intensity runway and taxiway lighting with new LED, base-mounted fixtures. Existing four-box PAPIs were replaced with new two-box PAPIs, and REIL systems were removed and replaced at the runway ends. Additional work included installing new homerun circuits for runway, taxiway, and PAPI systems from the electrical vault, along with electrical vault upgrades that replaced existing regulators with new units to support the improved systems.

PARTIAL PARALLEL TAXIWAY TO RUNWAY 3/21

This project involved constructing a partial parallel taxiway extending approximately one-third of the runway length to improve airfield circulation and operational efficiency. A connecting taxiway was constructed to link the new parallel taxiway to Runway 3/21. The project also included regrading Runway 15/33 at the taxiway crossing to maintain proper geometry and safety.

OBSTRUCTION REMOVAL

The project addressed airspace safety and compliance through obstruction identification and removal efforts. Work included preparing an Environmental Assessment update, performing surveys to identify existing obstructions, and assisting with tree removal to improve runway approach surfaces and maintain required clearances.

ATKINSON MUNICIPAL AIRPORT

PITTSBURG, KANSAS

DATES

2021 to Ongoing

TOTAL FAA GRANT FUNDS

$5.5 Million

REFERENCE

Bill Pyle
Airport Manager
Atkinson Municipal Airport
620.231.5760



TAXIWAY AND TAXILANE IMPROVEMENTS

This project improves airfield circulation, drainage, and access to support ongoing airport development. Work includes reconstructing a partial parallel taxiway to Runway 4/22, enhancing drainage and providing improved access to corporate hangars. The City-owned hangar taxilane is also being reconstructed to increase the Taxilane Object Free Area width to accommodate Category II aircraft, facilitating future hangar development on the airfield. Additional improvements include crack repair and seal coating of the Terminal Area Connector Taxiway. The project incorporates multiple bid alternates to maximize the use of available federal funding.

APRON RECONSTRUCTION AND EXPANSION

The City partnered with Olsson to provide multi-year engineering services focused on preserving and enhancing critical airport infrastructure. Through rapid coordination and design, the project prevented the loss of airport entitlement funds by advancing a complete rehabilitation of the aircraft parking apron on an accelerated schedule. The team evaluated the size, geometry, and safety areas of the existing apron to confirm compatibility for simultaneous taxiing operations by both single-engine and large jet aircraft. A detailed concept phase analyzed multiple alternatives to identify a solution that satisfied both City goals and FAA requirements, resulting in a successfully bid, awarded, and constructed apron reconstruction and expansion.



GROVE REGIONAL AIRPORT

GROVE, OKLAHOMA

SERVICE DATES

2019 to Ongoing

TOTAL FAA GRANT FUNDS

$3.6 Million

REFERENCE

Lisa Jewett
Airport Manager
City of Grove
918.786.6150



PERIMETER FENCE AND GATES

This project enhanced airport security through the layout of approximately 650 linear feet of perimeter fencing and the installation of two automated vehicle gates. Improvements were designed to control access, protect airfield operations, and strengthen overall perimeter security while maintaining efficient vehicle movement.

RUNWAY 18/36 REHABILITATION AND DRAINAGE IMPROVEMENTS

This project improved runway safety, pavement condition, and drainage performance along Runway 18/36 and its connecting taxiway. Work included rehabilitating runway and taxiway pavement and safety areas, upgrading medium-intensity runway lighting and signage, and installing new REILs at each runway end. The project also removed the existing loop taxiway and Taxiway A5, graded areas adjacent to the runway, and implemented drainage improvements to address long-standing surface water issues.

WEST HANGAR AREA EASEMENT

This effort supported future hangar development through comprehensive planning, design, and property coordination. The project included preparing conceptual hangar and taxilane layouts, acquiring necessary utility and drainage easements, and conducting legal surveys. Design services also addressed grading and drainage improvements to support planned development while maintaining compatibility with existing airfield infrastructure.

EAST HANGAR TAXILANE RECONSTRUCTION

This project reconstructed the existing hangar taxilane to improve pavement condition and functionality within the east hangar area. The design accommodates future taxilane extensions, allowing the airport to expand hangar facilities efficiently while maintaining safe aircraft circulation.

PAVEMENT EVALUATION AND PRELIMINARY ENGINEERING REPORT (PER)

A comprehensive preliminary engineering report was completed to evaluate pavement and lighting conditions for Runway 18/36 and the connecting taxiway. The study assessed existing pavement performance, identified rehabilitation needs, and evaluated drainage conditions south of the runway to support future capital improvement planning and funding decisions.

FORT SCOTT MUNICIPAL AIRPORT

FORT SCOTT, KANSAS

DATES

2017 to Ongoing

TOTAL GRANT FUNDS

$4,200,000

REFERENCE

Seth Simpson
Airport Manager
City of Fort Scott
620.223.5490





OVERLAY RUNWAY AND TAXIWAYS

This project included milling and overlaying Runway 18/36 and all associated taxiways to restore pavement condition and improve operational performance. Work also included patching distressed areas and repairing pavement cracks to extend pavement life and improve surface integrity.

NEW ELECTRICAL VAULT

This project involved the construction of a new electrical vault building to house modern, state-of-the-art airfield electrical equipment. The facility was designed to meet FAA requirements for bullet resistance and fire resistance and constructed using split-face concrete masonry units, providing both durability and an appearance compatible with airport facilities.



PRATT REGIONAL AIRPORT

PRATT, KANSAS

SERVICE DATES

2022 to Ongoing

TOTAL GRANT FUNDS

$2.3 Million

REFERENCE

Dea Dix-Brown
Airport Office Manager
Pratt Airport Authority
620.672.7571





LIGHTING IMPROVEMENTS

This project focuses on upgrading critical airfield lighting and navigational aids to improve safety, reliability, and energy efficiency. The scope includes replacing runway and taxiway lighting with LED fixtures, upgrading airfield guidance signs, and installing new PAPIs on Runway 17/35 and REILs on Runway 35. Additional improvements include installing a new rotating beacon on a tip-down pole, replacing the airfield lighting regulators, and performing system upgrades within the electrical vault to support long-term operations and ease of maintenance.

TAXILANE AND APRON REHABILITATION

This project includes comprehensive rehabilitation of taxilanes, hangar ramps, aprons, and landside access areas, with a strong emphasis on funding optimization and constructability. Project management services supported the coordination of four grants through AIP and KAIP, strategically allocating KAIP funds to hangar-adjacent areas to preserve AIP funding for non-revenue-producing pavements. Improvements include milling and overlaying taxilanes and hangar ramps with asphalt, adjusting grades to improve drainage, seal coating hangar-adjacent areas, and overlaying the access road and parking lot. The project also reconfigured the access road to the pilot's lounge and redesigned the parking lot layout. Additional work included resealing joints and repairing cracks on the concrete apron and adjacent taxiway pavement. The team provided guidance during bid evaluation, addressed a non-responsive bid, and successfully negotiated a change order to complete the project within the available budget.

POPLAR BLUFF REGIONAL BUSINESS AIRPORT

POPLAR BLUFF, MISSOURI

SERVICE DATES

2023 to Ongoing

TOTAL GRANT FUNDS

$1.6 Million

REFERENCE

Jason Morgan
Airport Manager
City of Poplar Bluff, Missouri
573.686.8669

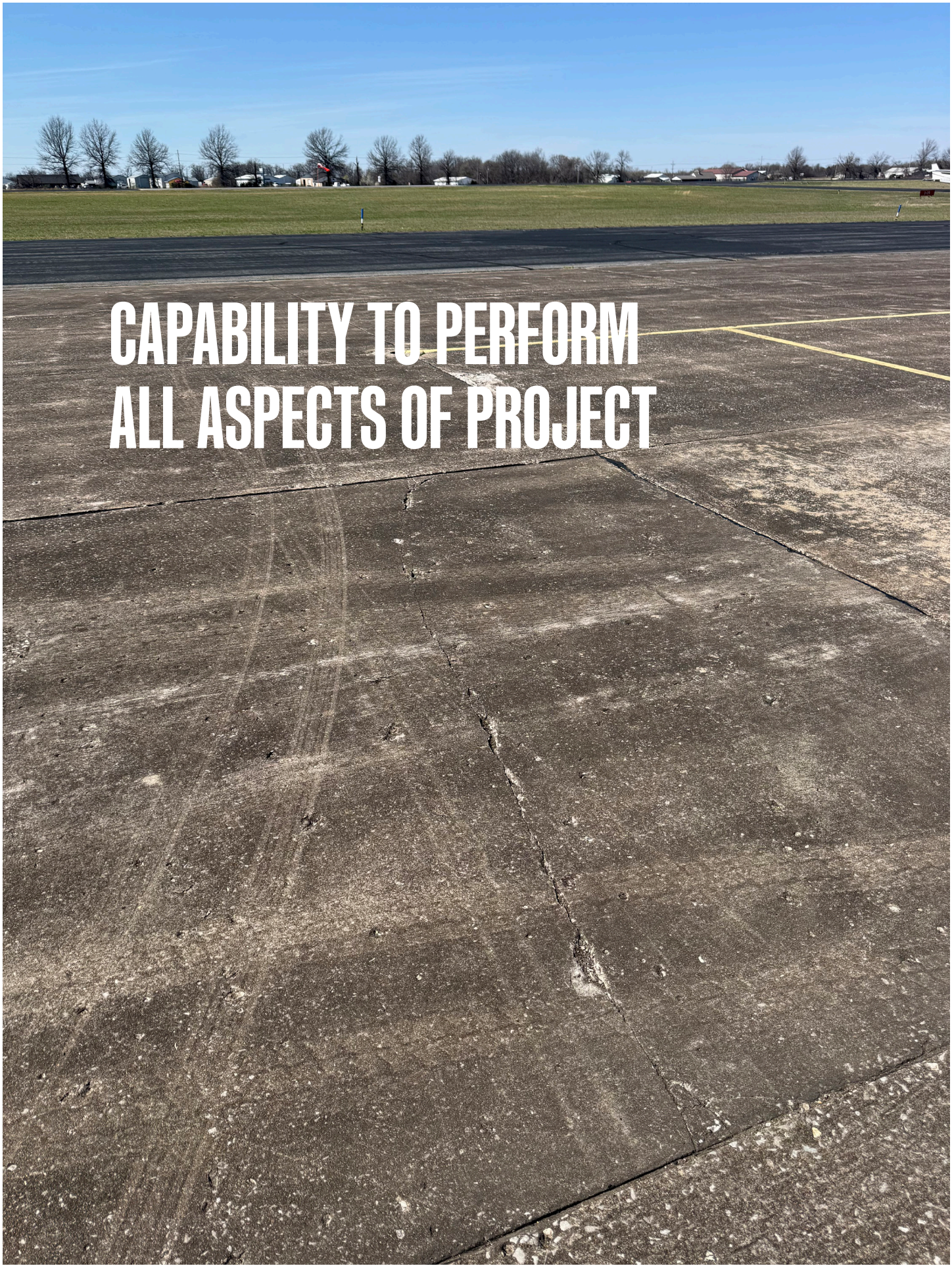




2-BAY BOX HANGAR

This project includes the design of a 160-foot by 80-foot, two-bay box hangar to support aircraft storage and airport operational needs. The scope incorporates coordination and reconfiguration of existing storm sewer, sanitary sewer, and water main infrastructure within the building footprint to accommodate the new facility. Airfield improvements include the design and construction of a new taxilane and hangar ramps to provide efficient airside access and seamless integration with existing airport pavement systems.




CAPABILITY TO PERFORM
ALL ASPECTS OF PROJECT

CAPABILITY TO PERFORM ALL ASPECTS OF THE PROJECTS

Olsson is a full-service firm, and we can perform all aspects of the projects listed in your Notice to Airport Engineering Consultants. Not only do we offer technical services, but we also provide services to meet your airport's project management, agency coordination, and funding needs. For this project, Allgeier, Martin and Associates, Inc. (AMA) is providing the construction administration services, bringing added value and expertise to the team.



Our Technical Services for Airport Clients Include:

- Airport Layout Plans (ALPs) and Master Plans
- Environmental Assessments and Compliance
- Land Acquisition and Easements
- Geotechnical Investigations
- Pavement Studies and Design
- Drainage Studies and Design
- Engineering Design (Plans and Specifications)
- Airfield Lighting Design
- Aviation Fuel Systems Design
- Construction Administration
- Construction Quality Control
- Materials Testing

Our Management Services for Airport Clients Include:

Our services always include project management, agency coordination, and funding guidance.

PROJECT MANAGEMENT

- Airport Capital Improvement Planning
- Grant Applications and Sponsor Certifications
- Runway Commissioning
- DELPHI Drawdowns
- Disadvantaged Business Enterprise (DBE) Reports, Goals, and Programs
- Davis-Bacon Wage Rate Reports and Interviews
- Auditor Assistance and Financial Reports
- Quarterly/Annual Reports

AIRPORT MANAGEMENT ADVICE & GUIDANCE

- Leases
- Fueling Operations
- Aerial Applicators and Spraying Operations
- Environmental Compliance
- Economic Impact
- Through-the-fence Operations
- Minimum Standards for Aeronautical Users
- Airspace Evaluations and Determinations
- Pavement Maintenance
- Spill Prevention, Control and Countermeasure (SPCC) Plans
- Airport Governing Structures
- Marketing and Community Relations
- Security
- Zoning
- Industrial Land Development Consulting
- Part 139 Compliance


ABILITY TO MEET
SCHEDULES WITHIN BUDGET
olsson



ABILITY TO MEET SCHEDULES WITHIN BUDGET

Schedule

Our Aviation team takes pride in meeting even the most demanding schedules. **Because adhering to these schedules is critical to securing FAA and MoDOT Block Grant funding, we use a variety of tools and programs to keep your projects on schedule.** On complex projects, we undertake detailed critical-path analyses to manage key tasks that directly affect the schedule.

Because we have completed so many airport projects, we have a good understanding of the time required for planning, designing, reviewing, and constructing projects. We have proven our ability to meet tight schedules and deadlines on many projects.

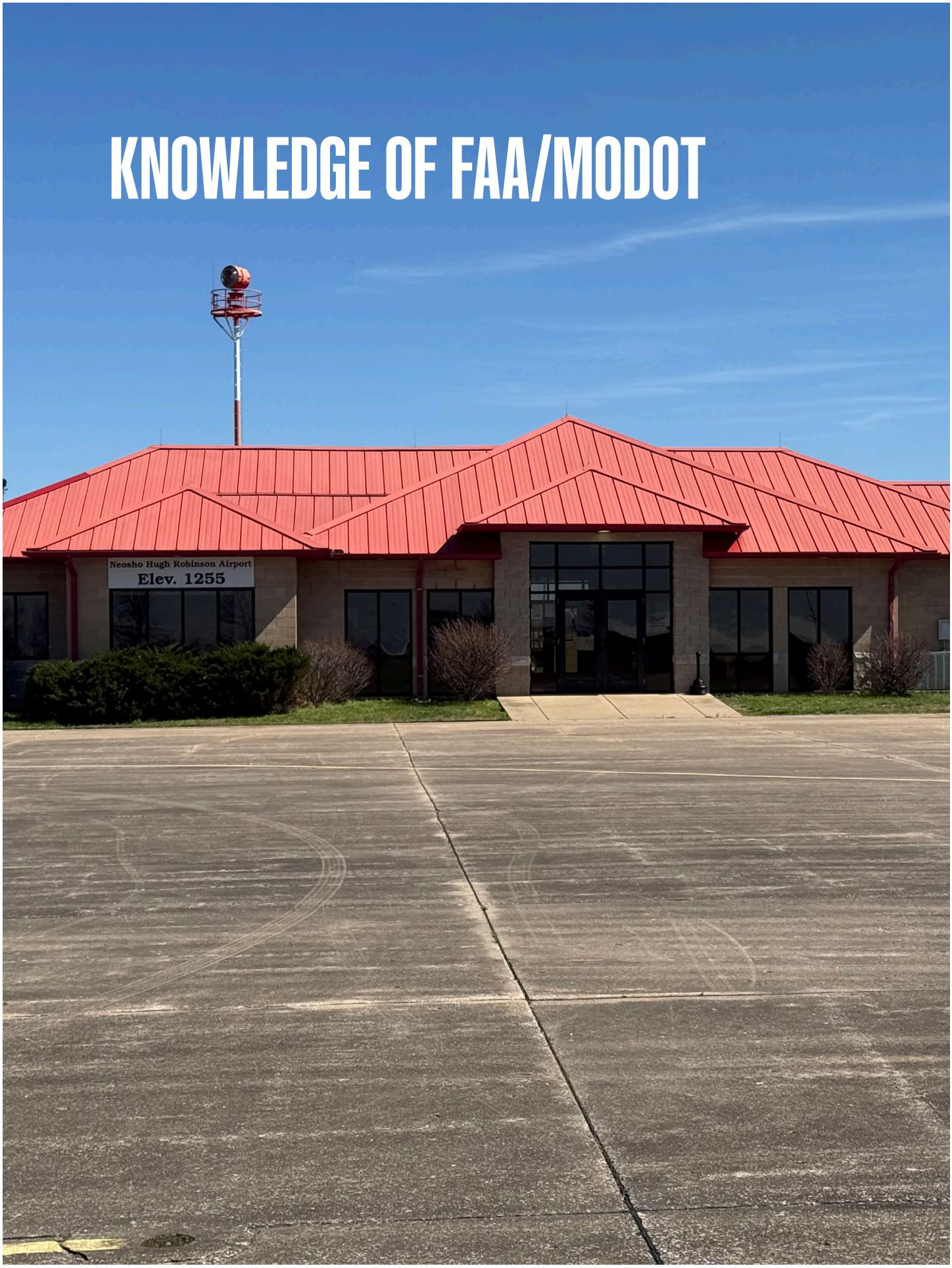
Budget

Maintaining a high-quality facility within a limited budget is a challenge. **We want to help you design a project that meets your needs without breaking the bank. Our experience on a wide range of projects at airports across the Midwest makes us keenly aware of the factors that might affect your budget, such as contractor availability and expertise, materials costs, etc.** We integrate these factors into the design process to help us choose a design that is good for your airport and appropriate for your budget.

We reviewed data for Olsson airport projects that closed midyear last year. Of the 24 projects we completed during that time, the majority had no change orders. That's just one of the ways we saved our clients a combined total of more than $460,000.



KNOWLEDGE OF FAA/MODOT



KNOWLEDGE OF FAA / MODOT

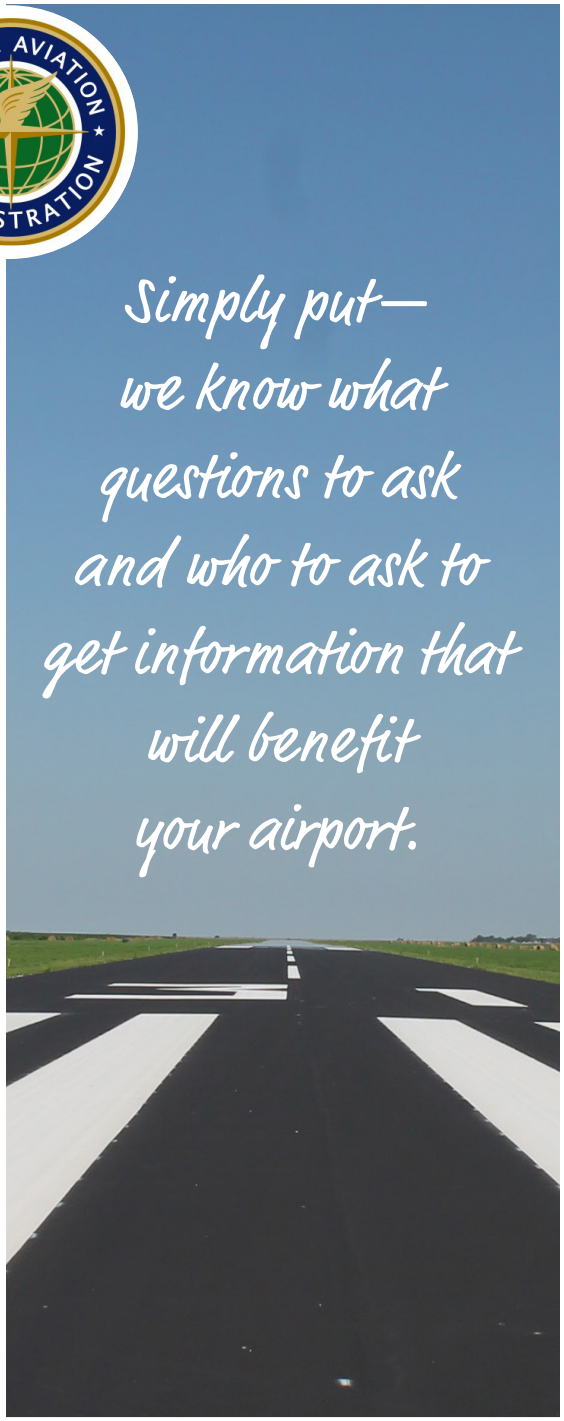
Design and Construction Standards

The Olsson Aviation team's sole focus is airport planning and engineering. We make it our business to fully understand the design and construction standards of the FAA and MoDOT. Because our team works solely on aviation projects, our staff spend more time working for our clients and less time learning the restrictive design criteria for safe and efficient airports.

Regulations, Policies, and Procedures

Brian and Steve have more than 45 years of combined experience in FAA Central Region and MoDOT programing and funding. Brian will serve as the Aviation Planning, Funding, and CIP Programming strategist for your airport. Steve will assist with project development, operations, and MoDOT relations. Brian, Steve, and the rest of your team have unmatched knowledge of FAA and MoDOT and strong relationships with both agencies. We are continually on the lookout for funding opportunities and will search out funding options for your projects.

In addition, our team knows how to package funding for airports in Missouri. We will work closely with staff at MoDOT. Your staff will not have to hassle with extensive paperwork because we will coordinate with the FAA and the MoDOT Aviation Section to prepare the necessary documents for your signature before you need them. Our team will make sure that FAA's and MoDOT's deadlines are met with complete and accurate submittals so that funds are not lost!





In addition to our practical experience, we stay abreast of current and upcoming FAA changes and industry trends through:

- **Membership in the Missouri State Aviation Council (MoSAC)**
- **Membership in the American Association of Airport Executives**
- **Participation on Airport Cooperative Research Program (ACRP) panels**
- **Attendance and participation at state and national conferences**

QUALITY OF PREVIOUS AIRPORT PROJECTS





QUALITY OF PREVIOUS AIRPORT PROJECTS

We stand behind the quality of each project we complete. Our commitment to quality is pervasive within Olsson. It is our top priority as a firm, and we have instituted an in-depth quality assurance program that applies to each project.

We do not expect our clients or reviewing agencies to complete quality reviews for us. We review the plans in-house before submitting any plan to an outside agency. FAA and MoDOT engineering staff members have reviewed Olsson's work on ALPs, reports, plans and specifications, and other documents. Generally, we receive only minor comments on these documents. In addition, the FAA and state aviation agencies have used portions of our plans and reports as examples in their presentations.

We believe our clients are the best judges of our quality. We encourage you to contact our references and ask them about the quality of the work Olsson has completed for their airports.

References

Kerrick Tweedy
Executive Director | Service Oriented Aviation Readiness, Inc. (Bolivar, Missouri)
417.326.2489

Seth Simpson
Airport Manager | Fort Scott, KS Municipal Airport
620.224.6688

Bill Pyle
Airport Manager |Atkinson Municipal Airport
620.231.5760

Austin Wheeler
Airport Manager | Tulsa Riverside Airport
918.299.5886

"Great work on this package. It is the most comprehensive and detail oriented I have seen in my 6 years doing AIP projects."

Drew Saffell
Muskogee-Davis Regional Airport

"This is the first day for the open runway. The [runway extension] project went very well. It looks very nice and you and your team have done a fantastic job."

Dave Yost
Cheyenne County Airport Commission

"Olsson. . . provided us with outstanding service. They have completed the multiple projects for our airport in a timely and professional manner. [Olsson] is knowledgeable in all aspects of aviation and extremely helpful in planning and executing all phases of airport projects ensuring the highest quality product for our investment."

Bill Bauerle
Imperial Airport Authority

PERSONNEL EXPERIENCE & QUALIFICATIONS



PERSONNEL EXPERIENCE & QUALIFICATIONS

At Olsson, we believe Neosho deserves an aviation partner who not only brings industry-leading expertise but shares your pride in the local community. Our team is deeply involved and invested in this region, with professionals living and working just minutes away, delivering full-scale aviation services right where you need them, not several hours up the road. The following organizational chat and bios highlight the key personnel dedicated to supporting the City of Neosho's airport improvements. Each individual brings specialized experience, a passion for aviation, and a commitment to the local area.

your ENGINEERING PROJECT TEAM



PROJECT MANAGER

BRIAN COOMES, P.E.
Joplin, Missouri



AIRPORT OPERATIONS ADVISOR

STEVE STOCKAM
Joplin, Missouri



ENGINEERING LEAD

Patrick Barnes, P.E.

DESIGN



Sara Lofgren, E.I.
Joplin, MO

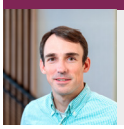
+ Emily Waddle, E.I., *Tulsa, OK*
Scott Reusch, E.I., *Springfield, MO*
Marek Kubesa

DRAINAGE



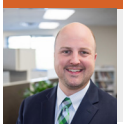
Eric Shelton, P.E., CFM, BC.WRE
Springfield, MO

STRUCTURAL



Wes Bullock, P.E.
Fayetteville, AR

AIRFIELD ELECTRICAL



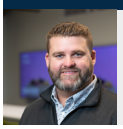
Dustin Vogt, P.E.
Tulsa, OK

SITE UTILITIES



Shaun McConnaughey, P.E.
Joplin, MO

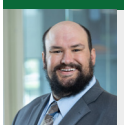
MATERIALS TESTING



Nick Calton
Joplin, MO

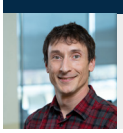
+ David Drude
Joplin MO

ENVIRONMENTAL



Eric Fuselier, PWS, ENV SP
Fayetteville, AR

GEOTECHNICAL



Andrew Beekman, P.E.
Fayetteville, AR

SURVEY



Dave Drumm, PLS
Springfield, MO

CONSTRUCTION ADMINISTRATION

Allgeier, Martin and Associates, Inc

John Emmert
Mike Copley
Karen Lane
Nate Siler

AMA's construction administration expertise streamlines coordination, supports cost control, and helps resolve issues quickly. Their involvement brings Neosho greater project transparency, reduced risk, and a collaborative approach that supports the city's vision.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers



EDUCATION

- B.S., Civil Engineering, Kansas State University

PROFESSIONAL REGISTRATIONS

- Professional Engineer: TX, MO, KS, OK, AR

OVERALL EXPERIENCE

- 2008 to Present

BRIAN COOMES, P.E.

Project Manager

EXPERIENCE SUMMARY

Brian leads the team as Project Manager, bringing nearly 18 years of experience in transportation and civil engineering, including extensive work on airport, runway, and taxiway projects across Missouri, Oklahoma, and Kansas. He specializes in geometric design, drainage, and construction administration—critical expertise for Neosho's airfield improvements. A longtime resident of the region, Brian understands the pace and priorities of local projects and collaborates closely with city staff and neighboring communities to deliver practical, high-quality solutions. His project experience includes runway and apron overlays at Pratt Regional and Fort Scott Municipal Airports, as well as complex lighting, paving, and aircraft apron rehabilitation efforts completed under FAA and MoDOT programs. Brian's combination of technical depth, project leadership, and regional insight makes him a strong and reliable PM for airport clients.

PROJECT EXPERIENCE

- City of Bolivar, Seal Coat Runway, Taxiways, and Apron at Bolivar Municipal Airport; Bolivar, MO
- Pratt Airport Authority, Overlay Apron and Taxilanes; Reseal and Repair Concrete Taxiway and Apron at Pratt Regional Airport; Pratt, KS
- City of Augusta, Extend, Widen, and Reconstruct Runway and Taxiway; Replace Runway and Taxiway Lights; and Relocate Navigation Aids (NAVAIDs) and Water Line at Augusta Municipal Airport; Augusta, KS
- City of Pittsburg, Reconstruct and Reconfigure Apron and Taxiway including Lights at Atkinson Municipal Airport; Pittsburg, KS
- City of Fort Scott, Runway Extension, Widening, and Rehabilitation at Fort Scott Municipal Airport; Fort Scott, KS
- City of Grove, Overlay Runway and Taxiways and Replace Lights at Grove Regional Airport; Grove, OK
- City of Tarkio, Reconstruct and Light Runway, Taxiway, and Turnaround, Install Precision Approach Path Indicators and Runway End Identifier Lights, and Construct Electrical Vault at Gould Peterson Municipal Airport; Tarkio, MO
- City of Augusta, AWOS Land Acquisition at Augusta Municipal Airport; Augusta, KS
- City of Muskogee, Airfield Lighting Improvements Runway Lights, Vault, Beacon, PAPIs, Wind Cones, and Airfield Signage at Muskogee-Davis Regional Airport; Muskogee, OK

STEVE STOCKAM

Airport Operations Advisor

EXPERIENCE SUMMARY

Steve brings more than 31 years of hands-on aviation leadership from his long service as the Airport Manager at Joplin Regional Airport, just minutes from Neosho. He guided every aspect of airport operations, from daily airfield management to the oversight of complex multimillion dollar improvement projects, ensuring safe, efficient, and modern facilities that supported both commercial and business aviation. Over three decades, Steve built deep expertise working with airlines, tenants, regulatory agencies, and city officials to keep the airport operating at a high level. He continues to support the aviation community through statewide and national leadership roles, including service as the acting chairman of the State Aviation Advisory Committee, a national policy board member of the United States Contract Tower Association, and an executive board member of the Missouri State Aviation Council.

RECIPIENT OF MAMA/MOSAC LIFETIME ACHIEVEMENT AWARD - 2025



EDUCATION

A.S., Mechanical Design, Missouri Southern State College

OLSSON EXPERIENCE

2022 to Present

OVERALL EXPERIENCE

1981 to Present

PATRICK BARNES, P.E.

Engineering Lead

EXPERIENCE SUMMARY

Patrick is a licensed civil engineer and aviation design specialist based in Olsson's Overland Park, Kansas, office. As an engineering lead, he brings broad experience in airfield infrastructure, including runways, taxiways, aprons, terminals, hangars, and associated site improvements. His design work spans construction safety and phasing, pavement design, grading and drainage, geometric layouts, airfield lighting, markings, and utilities. With projects across Arkansas, Kansas, Missouri, and Oklahoma, Patrick has built a strong record in grant administration, construction observation, scheduling, contractor coordination, and project closeout. He is known for his attention to detail and his ability to translate client goals into clear, practical engineering solutions.

PROJECT EXPERIENCE

- Tulsa Airports Improvement Trust, Landside Cargo Pavement Rehabilitation; Tulsa, OK
- City of Poplar Bluff, Poplar Bluff Municipal Airport; Poplar Bluff, MO
- Miami County, Runway 3-21, Turnaround, and Connector Taxiway Surface Treatment and Apron Rehabilitation (Asphalt Overlay) at Miami County Airport; Miami County, KS

** Previous Firm Experience*



EDUCATION

- M.B.A., Business Administration, University of Arkansas
- B.S., Civil Engineering, University of Arkansas

PROFESSIONAL REGISTRATIONS

- Professional Engineer: AR, IL, KS, MO, OK

OVERALL EXPERIENCE

- 2017 to Present



SARA LOFGREN, E.I.

DESIGN

Sara brings a fresh, solutions-oriented approach to civil and aviation design, supported by six years of experience in airport engineering, airfield lighting, materials testing, and pavement rehabilitation. Her skills span civil design, surveying, construction inspection, stormwater design, and cost estimating, giving her a well-rounded perspective on project needs.

She has contributed to airport projects across Missouri, Kansas, and Oklahoma, including work in Bolivar, Fort Scott, Muskogee, Grove, Pittsburg, and Tarkio. Proficient in AutoCAD, Trimble Business Center, and ArcMAP, she communicates clearly with clients, team members, and city officials to keep projects moving efficiently. Based in our Joplin office, just minutes from Neosho, Sara brings strong local insight to every project she supports.



EMILY WADDLE, E.I.

DESIGN

Emily is a dedicated aviation engineer who blends strong design capabilities with practical experience in airport construction inspection. She has led the design of taxiway and runway rehabilitations, as well as hangar and terminal building projects, using AutoCAD Civil 3D to develop detailed and accurate plans for airports across Kansas and Missouri. Along with her design work, Emily supports construction through on-site inspection services and closeout activities, and her background includes erosion control design, subcontractor coordination, and quality control oversight. Her combination of design skill and field experience makes her a reliable and well-rounded contributor to airport improvement projects.



SCOTT REUSCH, E.I.

DESIGN

Scott is a driven assistant engineer in the airport design and engineering team. He supports the development and execution of airport projects by working closely with senior engineers and architects to create efficient and compliant designs that meet client needs and regulatory standards. Scott is skilled at conducting site assessments, preparing technical reports, and assisting with detailed design plan development. His attention to detail and growing technical expertise make him a valuable contributor to the airport design team.



ERIC SHELTON, P.E., CFM, BC.WRE

DRAINAGE

Eric brings 13 years of experience in drainage and stormwater engineering, specializing in hydraulic and hydrologic design and FEMA floodplain mapping for city and MoDOT projects in the Neosho region. He delivers reliable design from initial studies through construction plans, with experience on storm sewers, bridges, culverts, open channels, detention basins, stormwater reservoirs, and water quality BMPs. Proficient in HEC-RAS, HEC-HMS, XPSWMM, StormCAD, Hydraflow, Civil 3D, ArcGIS, and related modeling tools, he is also a certified floodplain manager with extensive experience in floodplain modeling, mapping, and coordinating FEMA revisions. Eric's technical depth supports effective stormwater conveyance and flood reduction solutions.



SHAUN MCCONNAUGHEY, P.E.

SITE UTILITIES

Shaun is a senior engineer and group leader for Olsson's Water and Wastewater team, specializing in site utilities and civil infrastructure design. He oversees project management, quality control, and delivery for water, wastewater, drainage, and related civil projects. Shaun has extensive experience designing and upgrading utility systems, including water and sewer treatment, conveyance, and distribution infrastructure. Working across Neosho and Joplin, he has led numerous local utility improvement efforts and brings a strong understanding of Neosho's existing systems. His technical depth in site utilities, combined with hands-on project leadership, makes him a valuable resource for complex upgrades and community infrastructure projects.



ERIC FUSELIER, PWS, ENV SP

ENVIRONMENTAL

Eric is an experienced environmental professional with a strong background in NEPA, Clean Water Act, and Endangered Species Act compliance, along with Phase I Environmental Site Assessments, traffic noise analysis, GIS mapping, and GPS data collection. His science-forward approach is supported by formal training in wetland botany, wetland delineation, and noise modeling. He has led environmental reviews for municipalities across southwest Missouri and northwest Arkansas, including stormwater infrastructure, watershed planning, and airport-adjacent projects requiring NEPA, ESA, and CWA coordination. Known for working effectively with cross-functional teams, Eric provides clear, efficient guidance on complex environmental requirements.



DUSTIN VOGT, P.E.

AIRFIELD ELECTRICAL

Dustin leads Olsson's Tulsa-based airport electrical engineering group and brings more than 16 years of experience focused on airfield electrical and lighting systems. His work includes lighting rehabilitation, electrical vault and regulator upgrades, airfield signage systems, and power distribution improvements for airports across Missouri, Oklahoma, and the region. He is well versed in FAA standards for airfield lighting, NAVAIDs, and electrical safety. As a senior team leader, Dustin coordinates multidisciplinary design teams and provides technical direction on complex electrical systems, ensuring projects meet FAA requirements, operational needs, and construction phasing demands. His experience supporting both general aviation and commercial service airports makes him a dependable resource for modern and reliable airfield electrical infrastructure.



WES BULLOCK, P.E.

STRUCTURAL

Wes brings a strong background in structural engineering with a focus on infrastructure facilities. His experience includes structural analysis, non-destructive testing, and instrumentation in support of resilient, code-compliant facility improvements. Through his work at Olsson, Wes has contributed to a variety of civil and structural projects supporting infrastructure development. His multidisciplinary field experience and responsive approach make him a trusted resource for on-call structural assessments, feasibility evaluations, and facility design support.



ANDREW BEEKMAN, P.E.

GEOTECHNICAL

Andrew provides geotechnical engineering for Olsson's aviation portfolio, bringing more than 15 years of experience on projects involving pavements, runways, hangars, and stormwater improvements across Missouri, Kansas, and Arkansas. His background includes construction materials evaluation, subsurface investigations, and applying geotechnical principles to ensure stability and long-term performance across a wide range of site conditions. He has served as geotechnical lead for local site development and regional runway projects, delivering soil and pavement evaluations that guide sound design and construction. Andrew's recent materials analysis for Neosho Schools reflects his practical, community-focused approach and strong investment in the region.



DAVID DRUMM, PLS

SURVEY

David is a registered professional land surveyor with more than 30 years of experience in boundary, topographic, route, mining, and construction surveying, as well as easement preparation and civil design support. He is proficient with modern GPS systems, robotic total stations, and CAD software, ensuring accurate and reliable survey data for every project. David has served as head surveyor and project manager on numerous municipal and private sector projects, including extensive work in the Springfield and Joplin region. He understands the precision required for airfield and public-works surveying across central and southwest Missouri, and his leadership and technical expertise make him a dependable contributor to complex infrastructure projects.



NICK CALTON

CONSTRUCTION MATERIALS TESTING

Nick leads Olsson's Construction Materials Testing team and brings more than 13 years of experience supported by MoDOT, ACI, and specialized materials technician certifications. A lifelong Neosho resident, he has contributed to nearly every major local infrastructure and school project, providing dependable quality assurance for airport, roadway, and public-works construction. As a senior team leader, Nick oversees staff, project quality, and client service, known for spotting issues early and keeping projects on track. He also manages complex testing programs for pavement, earthwork, and structural concrete, ensuring that materials meet project specifications and regulatory standards. His proactive approach and deep commitment to the Neosho community make him a trusted partner for reliable and cost-effective CMT services.



DAVID DRUDE

CONSTRUCTION MATERIALS TESTING

David is a Construction Materials Testing manager with many years of experience supporting complex infrastructure projects. He holds nine industry certifications and has built a strong reputation for reliability, collaboration, and high-quality field testing. His background includes pavement and bridge testing, stormwater infrastructure, mine construction, and extensive work with clients in both Joplin and Neosho. David oversees Olsson's construction materials testing operations and provides leadership in team coordination, field testing oversight, and project quality control. His broad experience and steady approach make him a trusted resource for delivering accurate, dependable CMT results.



JOHN EMMERT

CONSTRUCTION ADMINISTRATION AND OBSERVATION| ALLGEIER MARTIN

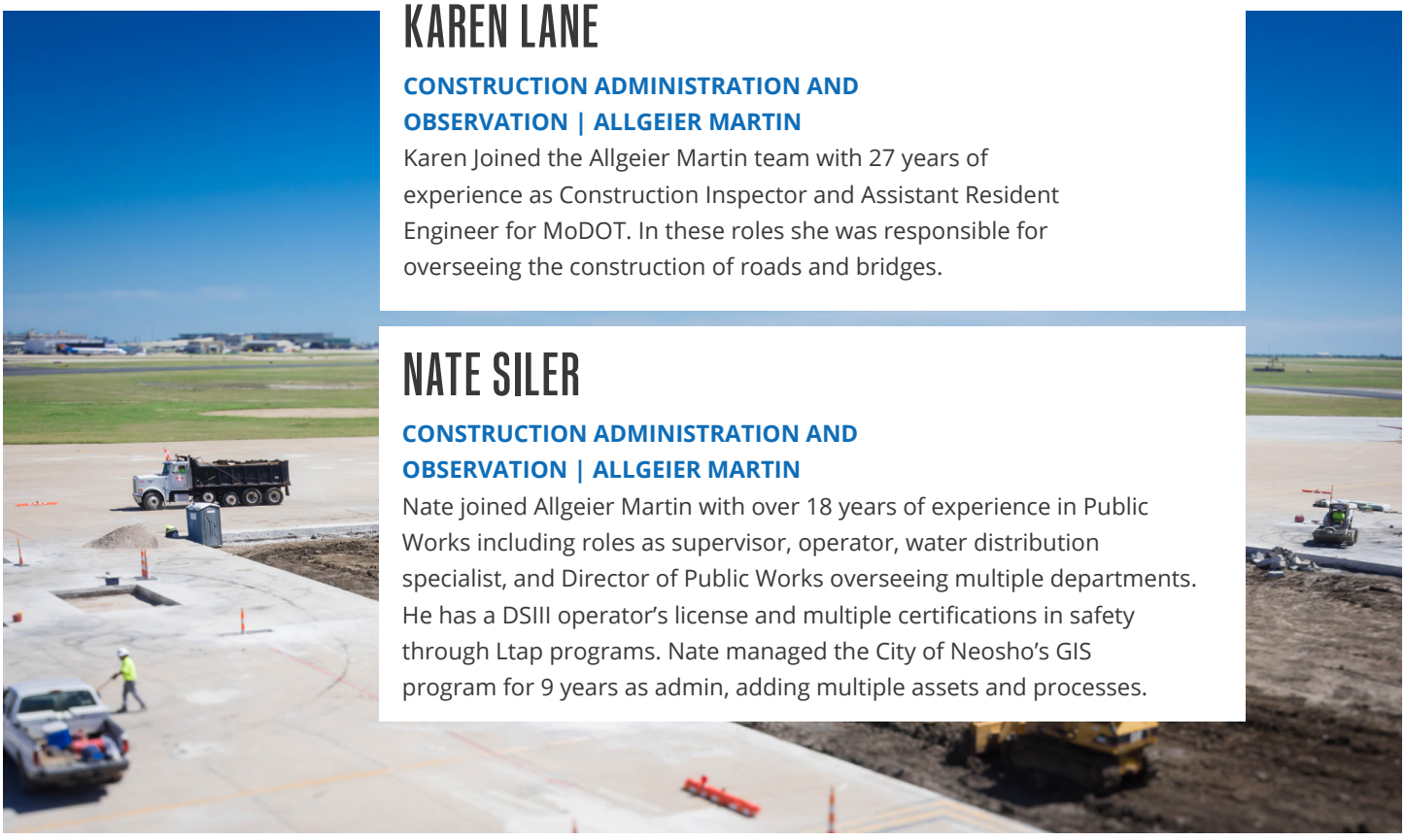
John has been with Allgeier, Martin and Associates, Inc. since 2011, where he serves as a certified inspector. John is experienced in construction staking on projects with multiple miles of divided highway, bridges and drainage structures, slope staking, pre-split on rock areas, drainage structure staking, with alignment and grade adjustments made in the field, grading ditches, bridge stakes and paving grades. Since joining Allgeier Martin, John has become a certified inspector through KDOT, recognized in the state of Kansas in areas covering asphalt pavements, concrete pavements, structures, traffic control as well as their basic inspection criteria. He is also currently certified through the American Concrete Institute (ACI) for all aspects of concrete field testing.



MIKE COPLEY

CONSTRUCTION ADMINISTRATION AND OBSERVATION | ALLGEIER MARTIN

Mike has been with Allgeier Martin since 2013, and provides construction staking services on multiple projects. He is responsible for documentation of daily work reports and all pay items on contracts and provided prompt payment to the contractors.



KAREN LANE

CONSTRUCTION ADMINISTRATION AND OBSERVATION | ALLGEIER MARTIN

Karen Joined the Allgeier Martin team with 27 years of experience as Construction Inspector and Assistant Resident Engineer for MoDOT. In these roles she was responsible for overseeing the construction of roads and bridges.

NATE SILER

CONSTRUCTION ADMINISTRATION AND OBSERVATION | ALLGEIER MARTIN

Nate joined Allgeier Martin with over 18 years of experience in Public Works including roles as supervisor, operator, water distribution specialist, and Director of Public Works overseeing multiple departments. He has a DSIII operator's license and multiple certifications in safety through Ltap programs. Nate managed the City of Neosho's GIS program for 9 years as admin, adding multiple assets and processes.

FAMILIARITY WITH & PROXIMITY TO THE PROJECT

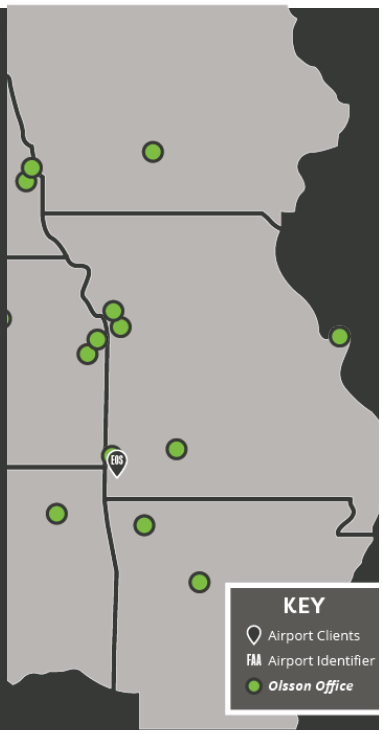


OLSSON'S PROXIMITY & FAMILIARITY

OUR OFFICE IS A SHORT 20 MINUTE TRIP TO YOUR AIRPORT.

Olsson's aviation and engineering presence is firmly rooted in southwest Missouri and the Four-State region, with local staff based in Joplin and Springfield and strong regional support from our Fayetteville, Arkansas, and Tulsa, Oklahoma offices. Together, these teams form a connected network of professionals who understand the communities, geography, and regulatory environment that matter most to Neosho Hugh Robinson Memorial Airport.

Our Joplin office, located just 20 minutes from the airport, allows us to respond quickly when questions arise or on-site coordination is needed. This close proximity supports timely site visits, efficient communication, and consistent hands-on involvement throughout every phase of a project. Team members with deep personal ties to Neosho bring firsthand knowledge of the community and a genuine commitment to its continued growth and success.



Our commitment to Neosho extends well beyond active project work. Steve Stockam regularly attends Neosho Hugh Robinson Memorial Airport board meetings. We show up because we care about our clients, your priorities, and the long-term success of the airport. Staying engaged allows us to listen, remain informed, and be ready to support the City when needs arise. This level of involvement reflects how seriously we take our role as a trusted partner and how invested we are in Neosho and the surrounding community.

For Neosho, our local presence is paired with deep, in-house aviation expertise, including airport engineers and planners, electrical engineers experienced in airfield lighting and NAVAIDs, structural engineers who design hangars, and environmental scientists well-versed in permitting and regulatory coordination. This integrated approach supports efficient delivery and has allowed us to build strong working relationships with MoDOT Aviation staff who administer airport improvement projects across Missouri.

Neosho also benefits from the depth of Olsson's regional aviation resources. Olsson's experience in aviation spans a wide range of planning, design, and technical services that support airports and communities. With a broad aviation background, our aviation team brings specialized expertise to each project, helping achieve efficient delivery and solutions tailored to the needs of your airport and community. The team's approach supports both technical excellence and responsive, personal service throughout every phase.

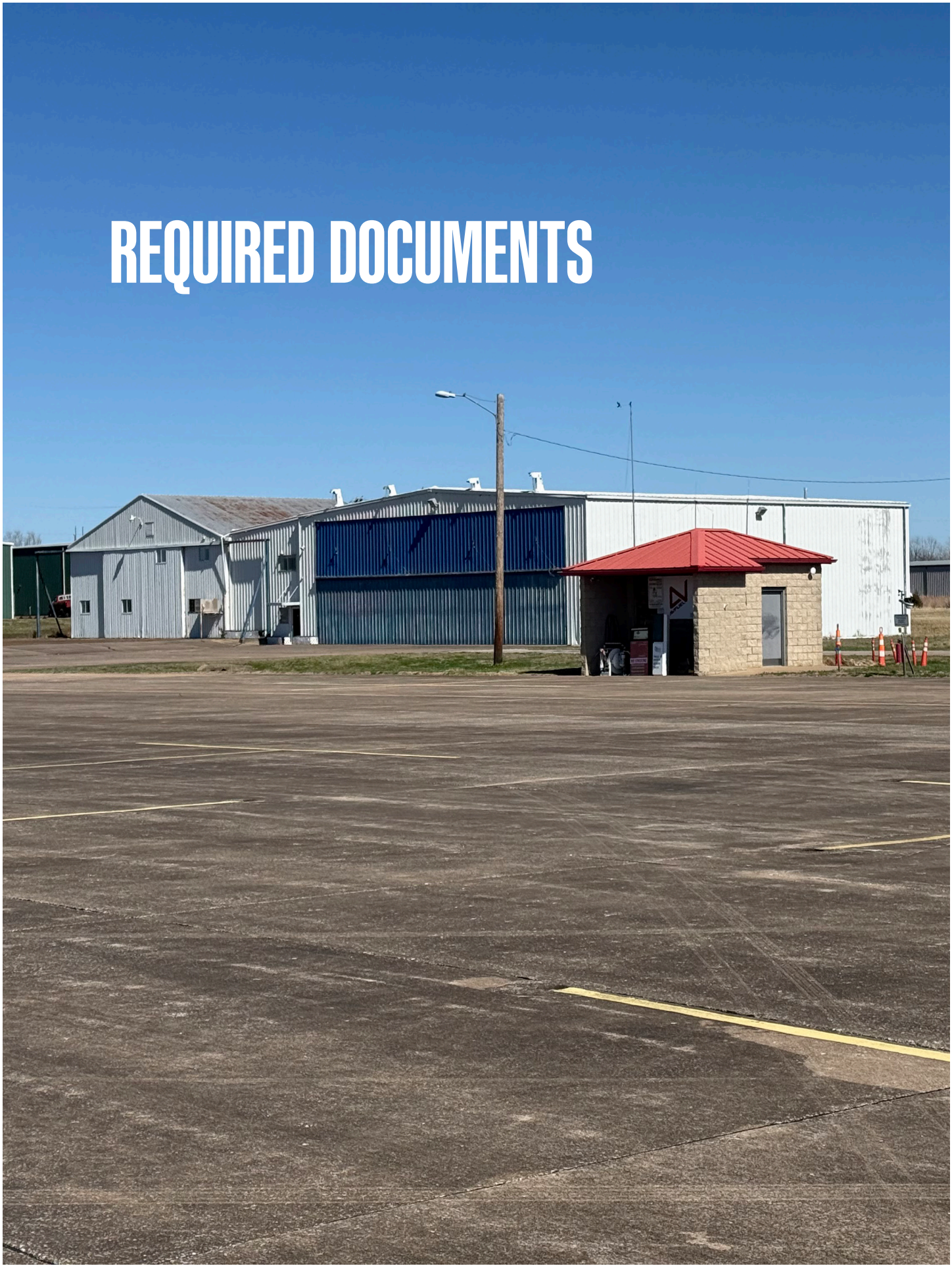
For the Neosho Hugh Robinson Memorial Airport, this means more than technical capability. It means a partner who is present, invested, and committed for the long term. Olsson wants this role. We are prepared to bring our proximity, experience, and dedication to support a safe, efficient, and future-ready airport that serves the City of Neosho and its community with pride.

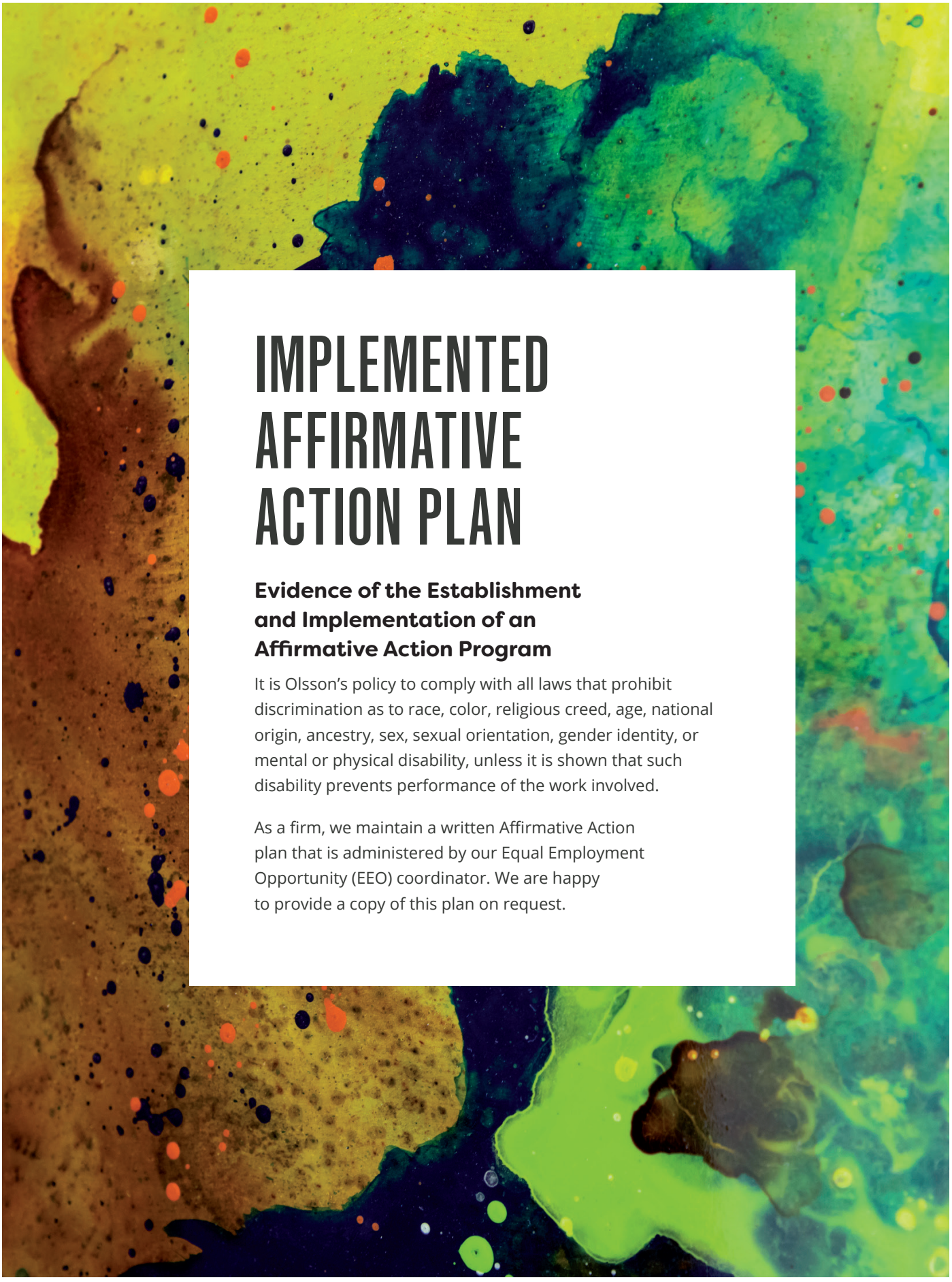






REQUIRED DOCUMENTS





IMPLEMENTED AFFIRMATIVE ACTION PLAN

Evidence of the Establishment and Implementation of an Affirmative Action Program

It is Olsson's policy to comply with all laws that prohibit discrimination as to race, color, religious creed, age, national origin, ancestry, sex, sexual orientation, gender identity, or mental or physical disability, unless it is shown that such disability prevents performance of the work involved.

As a firm, we maintain a written Affirmative Action plan that is administered by our Equal Employment Opportunity (EEO) coordinator. We are happy to provide a copy of this plan on request.

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Nebraska)
) ss
COUNTY OF Lancaster)

On the 27 day of January, 2025, before me appeared Stephanie Rodriguez (Affiant name),
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the Senior HR Specialist (title) of Olsson, Inc. (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Stephanie Rodriguez
Affiant Signature

Subscribed and sworn to before me in Lincoln (city (or county)), NE (state), the day and year first above-written.

GENERAL NOTARY-State of Nebraska
CLARE MEYER
My Comm. Exp. February 26, 2027

Clare Meyer
Notary Public

My commission expires: Feb 26, 2027

[documentation of enrollment/participation in a federal work authorization program attached]

Company ID Number: 1365251

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and Olsson (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

   a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two

exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of

E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate

verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Olsson	
Name (Please Type or Print) Stephanie Rodriguez	Title
Signature Electronically Signed	Date 12/06/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Company ID Number: 1365251

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Olsson
Company Facility Address	601 P Street Suite 200 Lincoln, NE 68508
Company Alternate Address	
County or Parish	LANCASTER
Employer Identification Number	470781766
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	26

Company ID Number: 1365251

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

NEBRASKA	9 site(s)
ARIZONA	1 site(s)
COLORADO	3 site(s)
IOWA	2 site(s)
KANSAS	3 site(s)
MISSOURI	4 site(s)
OKLAHOMA	3 site(s)
ARKANSAS	1 site(s)

Company ID Number: 1365251

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Stephanie L Rodriguez
Phone Number	(402) 458 - 5634
Fax Number	(402) 474 - 5063
Email Address	srodriguez@olsson.com

Page intentionally left blank

STATEMENTS OF QUALIFICATIONS & EXPERIENCE

AIRFIELD DEVELOPMENT PROJECTS FOR PLANNING

Neosho Hugh Robinson Memorial Airport

CITY OF NEOSHO, MISSOURI
MARCH 26, 2026

olsson®

March 26, 2026

Cheyenne Wright, City Clerk
City of Neosho
203 East Main Street
Neosho, MO 64850

RE: Statement of Qualifications & Experience for Airfield Development Projects for Planning at Neosho Hugh Robinson Memorial Airport

Dear Selection Committee,

We recognize just how important the Neosho Hugh Robinson Memorial Airport is as a gateway, economic engine, and hub of community pride for the City of Neosho. As the city advances significant airfield rehabilitation and maintenance initiatives—from apron and taxiway upgrades to navigational aid improvements—we know these projects are more than infrastructure. They are about keeping the airport safe, operational, and primed for Neosho's future growth and connectivity.

Our interest in this pursuit comes from a genuine connection to Neosho, many members of our team call Neosho and the surrounding area home. We work with city and regional partners daily, and our Joplin office is less than twenty minutes away. This proximity means decision-makers, design leads, and senior aviation staff are invested in the airport's success and ready to collaborate on short notice. We know the community, understand local needs, and advocate for practical solutions that fit Neosho's vision.

Olsson is uniquely equipped to support the city with a blend of local dedication and nationally recognized, in-house aviation resources. Our airport clients benefit from a team that lives and works in the region, backed by specialists across planning, engineering, AGIS survey, environmental resources, and aviation programs. Recent projects at Grove Regional, Bolivar, and Poplar Bluff airports have given us a strong track record with airfield rehabilitation, lighting upgrades, and pavement management under FAA/MoDOT programs—and we continue to provide these services as a trusted partner statewide.

Our knowledge of FAA and MoDOT regulation, hands-on experience with the State Block Grant Program, and proven ability to help navigate federal funding complexities puts us in position to support every aspect of Neosho's airfield plans, from grant applications and compliance documentation to design and construction oversight.

We are proud to live, work, and grow right alongside Neosho. We would be honored to collaborate with the City, contribute our practical aviation knowledge, and help your airport projects drive new opportunity for the people and businesses you serve. Thank you for your consideration. If you have questions, please reach out to Brian Coomes, P.E., at 620.238.9173 or bcoomes@olsson.com.

Sincerely,

Brian Coomes

Brian Coomes, P.E.
Project Manager

Steve Stockam
Airport Operations Advisor

CONTENTS

Recent Experience in Airport Projects.....1

Capability to Perform All Aspects of Project.....4

Ability to Meet Schedules within Budgets.....13

Knowledge of FAA/MoDOT.....15

Quality of Previous Airport Projects..... 16

Personnel Experience & Qualifications.....17

Familiarity with & Proximity to the Project..... 24

Required Documents.....25





We are Olsson,

a people centric engineering and design firm focused on improving the world around us. We are known for our work, but we will be remembered for the impact it has on the communities we serve.

Founded in 1956, Olsson ranks No. 74 on Engineering News Record's Top 500 Design Firms list. Today, more than 2,000 professionals across 11 states and remote locations provide advisory, planning, engineering and design, field, and environmental services to clients throughout the United States.

HERE'S HOW WE'VE GOT YOU COVERED

Our firm is team-based and purpose-driven, offering a comprehensive range of aviation services from planning and land acquisition through design, construction observation, and materials testing, as well as administrative support such as funding applications and disadvantaged business enterprise programs. Our diverse in-house expertise includes aviation engineers and planners, electrical engineers experienced in airfield lighting and navigational aids, structural engineers specializing in hangar design, and environmental scientists well-versed in the permitting process.

ESTABLISHED DATE AND NAME HISTORY

Established in 1956, Olsson became an employee-owned corporation on October 1, 1970. Previous firm names include John E. Olsson (March 9, 1956); Olsson & Burroughs (1958); Clark, Enersen, Olsson, Burroughs, & Thomsen (1962); John E. Olsson & Associates (October 2, 1970); and Olsson Associates, Inc. (November 1, 1973).





PROJECT MANAGER
Brian Coomes, PE
Project Manager
bcoomes@olsson.com

LOCAL OFFICE
1027 S. Main Street | Suite 503
Joplin, Missouri 64801



Centurion,

CENTURION
PLANNERS | SURVEYORS | ENGINEERS

In 2018 a group of professional consultants decided they wanted to do it different - take the focus off multipliers and billable hours, and instead provide a place where professionals can grow their skillsets while serving the clients and communities they are fortunate to work with. In seven years they have grown their client base to include international airports, universities, manufacturers, and communities ranging in size from 900 residents to over 100,000. No project is too large or too small for their team.





Aviation Capabilities Relevant to Neosho

We have designed, planned, and constructed nearly every component an airport may require, including apron and taxiway rehabilitation and design; pavement evaluation, maintenance planning, and pavement management programs; airfield lighting and navigation aid upgrades; AGIS surveys; Airport Master Plans; and Airport Layout Plans. Our experience also includes Exhibit A property map updates and land acquisition support, environmental assessments and permitting, grant application and administration support for FAA AIP and MoDOT's State Block Grant Program, and construction observation, resident project representation, and materials testing. Our team understands the complexities of FAA Advisory Circulars and federal and state funding programs. We guide clients, including the City of Neosho, through regulatory compliance, approvals, and required documentation with clarity and confidence.

How We Support Neosho's Airport Priorities

For Neosho, we bring relevant, real-world experience to each of your priority projects.

- Apron Rehabilitation: Our engineers specialize in evaluating pavement conditions and developing cost-effective rehabilitation strategies that consider phasing, safety, and uninterrupted airport operations.
- Parallel Taxiway Rehabilitation: We deliver proven solutions for taxiway geometry, drainage, and lighting while supporting airport revenue operations and meeting FAA and MoDOT standards.



AGIS Survey, Airport Master Plan, and Airport Layout Plan

This planning effort establishes a comprehensive, FAA-compliant foundation for Neosho's long-term airport development. Our team supports the collection and development of GIS-compliant AGIS data and uses it to inform a forward-looking Airport Master Plan and Airport Layout Plan. The process focuses on identifying realistic development needs, maintaining operational safety, and aligning projects with funding eligibility requirements. The result is a clear, implementable roadmap that supports informed decision-making and positions the airport for future improvements.

Exhibit A Property Map Update

Updating the Exhibit A Property Map ensures accurate documentation of airport property ownership and aeronautical use in accordance with FAA requirements. We apply our GIS and land acquisition expertise to review existing records, verify property boundaries, and prepare an updated Exhibit A that supports regulatory compliance and future planning efforts. This update provides the City with a reliable reference document that strengthens grant applications and supports long-term airport stewardship.

Understanding of the Project's Potential Challenges and Sponsor's Concerns

Good airport plans focus on clear and concise goals. Too often, ALPs get mired in detail and lose sight of the overarching goals of the planning process. Our team will keep your projects moving towards the following goals:

1. Determine the projected needs of airport users over the next 20 years and identify necessary improvements to safely meet the future needs of the airport while complying with the FAA's current design standards.
2. Produce updated drawings that accurately reflect the existing airport and the airspace in the vicinity of the airport to meet FAA and industry standards.
3. Produce an easy-to-read narrative report that documents existing conditions, forecasts future needs, and explains the proposed plan.
4. Establish realistic cost estimates and schedules for implementing new improvements and maintaining existing improvements.
5. Prioritize communication and meet with the airport authority frequently to discuss the future of the airport and guide you through the FAA process.

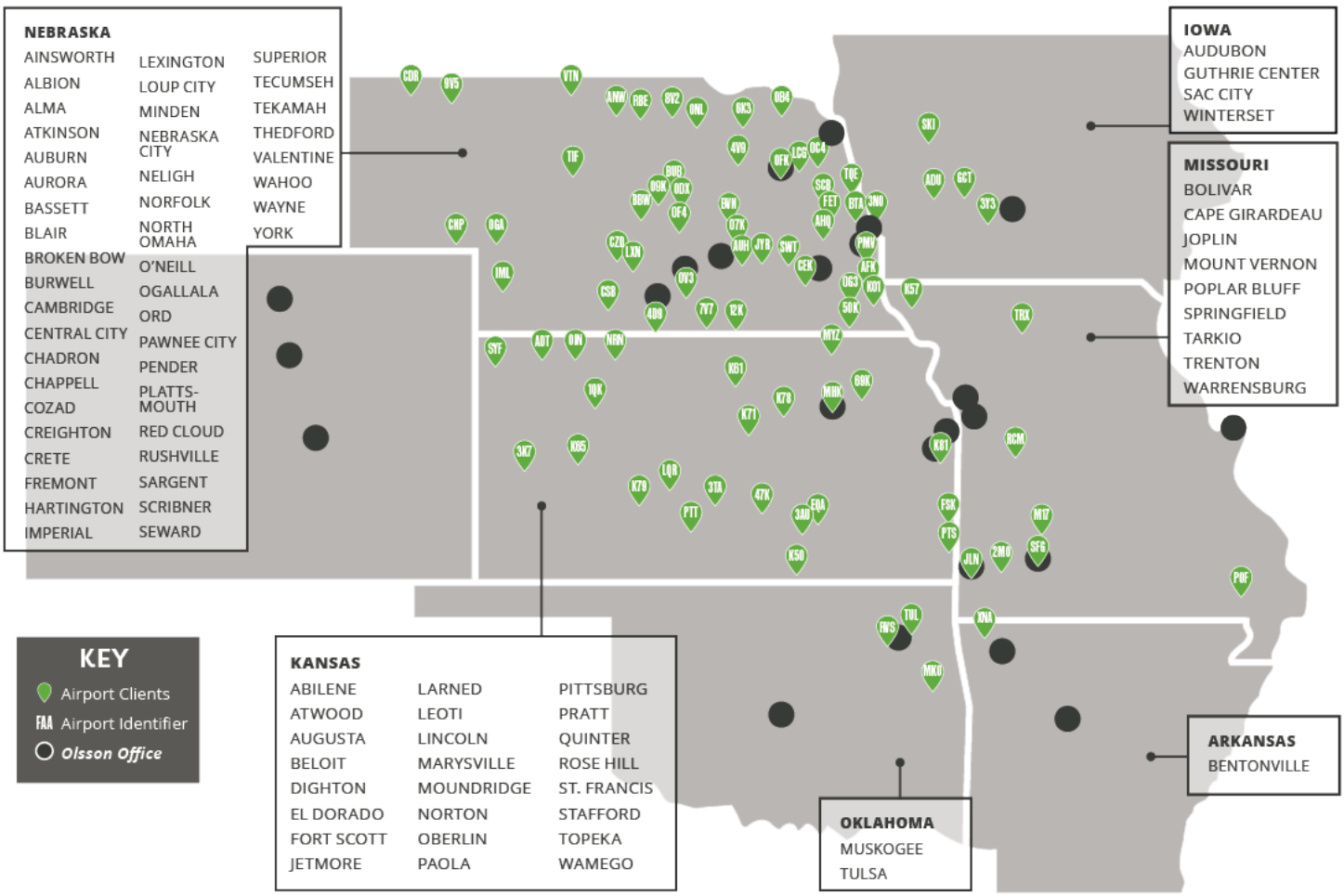


Olsson will make your job easier!


RECENT EXPERIENCE
IN AIRPORT PROJECTS

RECENT EXPERIENCE IN AIRPORT PROJECTS

At Olsson, we serve airport clients across the Midwest and have completed a wide range of aviation projects, including airport layout plans (ALPs). **The map below highlights where we have delivered these services, followed by recent experience that demonstrates the breadth of our aviation capabilities. With deep roots in the region and a passion for supporting thriving aviation communities, we leverage local knowledge to deliver practical, impactful airport solutions. Our Joplin office is just 20 minutes from Neosho, and our team includes professionals who call this area home, giving us a strong understanding of the community's needs and priorities. The projects highlighted below reflect engineering and planning scopes directly aligned with the improvements the City of Neosho is pursuing at Hugh Robinson Memorial Airport.**



PLANNING PROJECT EXPERIENCE

The matrix shows projects completed by the Olsson team at select airports across the Midwest. As you can see, we have worked on many planning related projects in multiple locations.

Current Clients or Locations	Planning / Environmental	Land
Abilene, KS	✓	✓
Atkinson, NE	✓	✓
Auburn, NE	✓	✓
Augusta, KS	✓	✓
Aurora, NE	✓	✓
Albion, NE	✓	
Bassett, NE	✓	✓
Burwell, NE	✓	✓
Cambridge, NE	✓	✓
Cozad, NE	✓	✓
Creighton, NE	✓	✓
Dighton, KS	✓	✓
St. Francis, KS	✓	✓
Leoti, KS	✓	✓
Lincoln, KS	✓	✓
Loup City, NE	✓	✓
Manhattan, KS	✓	
Tecumseh, NE	✓	✓
Wayne, NE	✓	✓
Marysville, KS	✓	
Quinter, KS	✓	✓
Ogallala, NE	✓	
Lexington, NE	✓	
Norfolk, NE	✓	
Fort Scott, KS	✓	
North Omaha, NE	✓	
North Platte, NE	✓	
Oberlin, KS	✓	
Pender, NE	✓	

Current Clients or Locations	Planning / Environmental	Land
Sac City, IA	✓	
Tarkio, MO	✓	
Tekamah, NE	✓	
Thedford, NE	✓	
Chadron, NE	✓	
Beloit, KS	✓	
Audubon, IA	✓	
Fremont, NE	✓	
Imperial, NE	✓	
Larned, KS	✓	
Valentine, NE	✓	
Eureka, KS	✓	
Pratt, KS	✓	
Blair, NE	✓	
Moundridge, KS	✓	
Mount Vernon, MO	✓	
Muskogee, OK	✓	
Nebraska DOT	✓	
Ogallala, NE	✓	
Paola, KS	✓	
Rose Hill, KS	✓	
Stafford, KS	✓	
Winterset, IA	✓	✓
Alma, NE		✓
Bolivar, MO	✓	
O'Neill, NE		✓
Red Cloud, NE		✓
Sargent, NE		✓
York, NE	✓	

FORT SCOTT MUNICIPAL AIRPORT

FORT SCOTT, KANSAS

DATES

2017 to Ongoing

TOTAL GRANT FUNDS

$4,200,000

REFERENCE

Seth Simpson
Airport Manager
City of Fort Scott
620.223.5490







PARTIAL ALP UPDATE

Olsson collaborated closely with the FAA, the City, and airport tenants to develop a plan supporting a 6,400-foot runway. Through early coordination and focused collaboration, the partial Airport Layout Plan update was reviewed and approved by the FAA within a short timeframe, positioning the airport to move forward efficiently with future airfield improvements.

ENVIRONMENTAL ASSESSMENT

An Environmental Assessment was completed to support planned airport improvements and regulatory compliance. The scope included a historical and archaeological survey, wetland delineation, noise analysis, and updated aviation forecasts. The project also evaluated alternatives and included coordination and documentation to support a public hearing process.

BOLIVAR MUNICIPAL AIRPORT

BOLIVAR, MISSOURI

DATES

2011 to Ongoing

TOTAL GRANT FUNDS

$1,500,000

REFERENCE

Kerrick Tweedy
Airport Manager
Bolivar Municipal Airport
417.777.6800



AIRPORT LAYOUT PLAN

Our team kicked off a new project in November 2025 to prepare and update the ALP drawing set with narrative report, consistent with the most current FAA Advisory Circulars and Standard Operating Procedures. The project will:

- Identify necessary improvements that safely and economically meet the future needs of the airport and the FAA's current design standards.
- Investigate the need and requirements to extend the runway to 5,000 feet.
- Develop a Capital Improvement Plan, including a recommended phasing plan with a realistic schedule for development and a financial overview that considers local, state, and federal funding sources.
- Establish attainable goals for airport improvements and development based on the critical aircraft.

AIRPORT CAPITAL IMPROVEMENT & PLANNING

Our team regularly supports clients with capital improvement planning, documentation, and MoDOT coordination. For Bolivar, we aligned the runway and taxiway upgrades, lighting improvements, and apron enhancements with local and federal funding programs to help achieve the City's long-term goals. Projects included thorough coordination with airport operations and MoDOT representatives and support through every stage.



GOULD PETERSON MUNICIPAL AIRPORT

TARKIO, MISSOURI

SERVICE DATES

2013 to Ongoing

TOTAL MODOT BLOCK GRANT FUNDS

$8,350,000

REFERENCE

Danielle Madron, City Clerk
City of Tarkio
660.736.4821





AIRPORT LAYOUT PLAN

We began updating the ALP to meet FAA requirements. Not only was the previous ALP outdated, but the airport also needed to address its non-standard combination of relocated and displaced thresholds. The previous ALP called for extending the runway, but we knew the city was not able to purchase additional property to extend the runway. Instead, our team proposed a creative option for a new runway that fits on the airport's existing property (a mere 93 acres).

With our assistance, Tarkio received a $7 million grant to completely rebuild the runway, including rehabilitating the taxiway and turnaround and replacing all lights and NAVAIDs.

PRATT REGIONAL AIRPORT

PRATT, KANSAS

SERVICE DATES

2022 to Ongoing

TOTAL GRANT FUNDS

$2.3 Million

REFERENCE

Dea Dix-Brown
Airport Office Manager
Pratt Airport Authority
620.672.7571





AIRPORT LAYOUT PLAN

Olsson is completing a focused Airport Layout Plan update to support future airport development and capital planning needs. The effort includes an updated ALP drawing set, development of a comprehensive Capital Improvement Plan, and identification of planning-level projects to guide phased implementation. Olsson also is supporting airport capital planning and grant management, including funding strategy, project phasing, and coordination with the FAA and KDOT, helping maintain regulatory compliance and efficient delivery of planned improvements.

POPLAR BLUFF REGIONAL BUSINESS AIRPORT

POPLAR BLUFF, MISSOURI

SERVICE DATES

2023 to Ongoing

TOTAL GRANT FUNDS

$1.6 Million

REFERENCE

Jason Morgan
Airport Manager
City of Poplar Bluff, Missouri
573.686.8669





MASTER PLAN & AIRPORT LAYOUT PLAN

Olsson led a comprehensive airport planning effort to identify and address the long-term needs of airport users while positioning the airport for future growth and investment. The work included development of a detailed planning study, AGIS survey, environmental review, and preparation of a new Airport Layout Plan with a complete, updated drawing set accurately depicting existing conditions, planned development, and surrounding land uses.

Proposed improvements were evaluated and justified through technical, economic, and environmental analysis of concepts and alternatives. The planning effort established a realistic development program supported by a phased implementation schedule, an achievable financial strategy, and a Capital Improvement Plan to guide future projects. Olsson also prepared MoDOT and federal funding documentation to support eligibility and coordination for future airport infrastructure improvements.

MIAMI COUNTY AIRPORT

PAOLA, KANSAS

SERVICE DATES

2016 to Ongoing

TOTAL GRANT FUNDS

$2.3 Million

REFERENCE

Shane Krull
County Administrator
Miami County, Kansas
913.294.9500





ENVIRONMENTAL ASSESSMENT FOR OBSTRUCTION REMOVAL

Olsson prepared an Environmental Assessment update to support obstruction removal efforts and improve airport safety. The work included performing field surveys to identify existing obstructions and assisting the airport with coordination and documentation related to tree removal activities, helping support compliant and efficient implementation of the improvements.

PLANNING PROJECTS

Olsson partnered with Miami County to support ongoing airport planning and facility improvements. Services included planning and implementation support for airfield upgrades such as surface improvements, obstruction removal, and drainage planning. Olsson also prepared an Environmental Assessment update, performed field surveys to identify obstructions, and assisted with coordination and documentation related to tree removal. These efforts supported safe airfield operations, regulatory compliance, and continued eligibility for FAA funding.

GROVE REGIONAL AIRPORT

GROVE, OKLAHOMA

SERVICE DATES

2019 to Ongoing

TOTAL FAA GRANT FUNDS

$3.6 Million

REFERENCE

Lisa Jewett
Airport Manager
City of Grove
918.786.6150





WEST HANGAR AREA EASEMENT

Olsson provided planning, design, and land acquisition support for development of the West Hangar Area to accommodate a growing aviation community. Services included preparation of a conceptual hangar and taxilane layout, development of a comprehensive land use and hangar development plan, and coordination of utility and drainage easement acquisition. The planning effort addressed storage needs through layouts for large box hangars, small box hangars, and T-hangars, and included legal surveys, grading design, and drainage and utility considerations to support future hangar development.


CAPABILITY TO PERFORM
ALL ASPECTS OF PROJECT

CAPABILITY TO PERFORM ALL ASPECTS OF THE PROJECTS

Olsson is a full-service firm, and we can perform all aspects of the projects listed in your Notice to Airport Engineering Consultants. Not only do we offer technical services, but we also provide services to meet your airport's project management, agency coordination, and funding needs.



Our Technical Services for Airport Clients Include:

- Airport Layout Plans (ALPs) and Master Plans
- Environmental Assessments and Compliance
- Land Acquisition and Easements
- Geotechnical Investigations
- Pavement Studies and Design
- Drainage Studies and Design
- Engineering Design (Plans and Specifications)
- Airfield Lighting Design
- Aviation Fuel Systems Design
- Construction Administration
- Construction Quality Control
- Materials Testing

Our Management Services for Airport Clients Include:

Our services always include project management, agency coordination, and funding guidance.

PROJECT MANAGEMENT

- Airport Capital Improvement Planning
- Grant Applications and Sponsor Certifications
- Runway Commissioning
- DELPHI Drawdowns
- Disadvantaged Business Enterprise (DBE) Reports, Goals, and Programs
- Davis-Bacon Wage Rate Reports and Interviews
- Auditor Assistance and Financial Reports
- Quarterly/Annual Reports

AIRPORT MANAGEMENT ADVICE & GUIDANCE

- Leases
- Fueling Operations
- Aerial Applicators and Spraying Operations
- Environmental Compliance
- Economic Impact
- Through-the-fence Operations
- Minimum Standards for Aeronautical Users
- Airspace Evaluations and Determinations
- Pavement Maintenance
- Spill Prevention, Control and Countermeasure (SPCC) Plans
- Airport Governing Structures
- Marketing and Community Relations
- Security
- Zoning
- Industrial Land Development Consulting
- Part 139 Compliance



AVIATION PLANNING

Olsson consists of professionals with diverse experiences including airport management, state aviation departments, engineering, planning, environmental and technology backgrounds that work exclusively on airport planning related initiatives. With Olsson, you have the resources to help navigate your airport leadership through strategic decisions and vision.

In addition, our staff brings the technical skills to execute efficient and thorough planning documents that meet FAA and MoDOT requirements. As a full-service firm, our Aviation Planning team understands the implementation part of your plan and helps to build the bridge from concept to funding to design execution.

AIRPORT LAYOUT PLAN (ALP) UPDATES

We work closely with clients to develop and update plans that go beyond standard guidelines and requirements to capture the unique vision for each airport. We provide a decision-making framework to facilitate long-term development and short-term implementation. The result is a plan that embodies the strategic goals of the airport while providing flexibility to respond to changing market conditions.

ENVIRONMENTAL PLANNING

Our staff use a combination of extensive environmental knowledge and sound engineering to shape plans that accommodate increasing aviation demands while maintaining the integrity of the surrounding environment. We use this approach to guide airports successfully through the FAA environmental approval processes in an efficient and coordinated manner.

LAND-RELATED SERVICES

Olsson provides a wide range of services to assist airports through federally funded land acquisition programs including professional staff representation to landowners, document processing, property map creation, and land surveys. We have an extensive working knowledge of FAA land-related procedures and are skilled at using the latest technology to assist in the management of airport land assets.

FUNDING FORMULATION & PROGRAMMING

Our clients recognize Olsson aviation staff for their ability to assist them in successfully navigating the competitive funding environment. Through innovative programming, justification documentation, and funding approaches, we create increased awareness of their projects as they progress from concept to reality.


ABILITY TO MEET
SCHEDULES WITHIN BUDGET
olsson



ABILITY TO MEET SCHEDULES WITHIN BUDGET

Schedule

Our Aviation team takes pride in meeting even the most demanding schedules. **Because adhering to these schedules is critical to securing FAA and MoDOT Block Grant funding, we use a variety of tools and programs to keep your projects on schedule.** On complex projects, we undertake detailed critical-path analyses to manage key tasks that directly affect the schedule.

Because we have completed so many airport projects, we have a good understanding of the time required for planning, designing, reviewing, and constructing projects. We have proven our ability to meet tight schedules and deadlines on many projects.

Budget

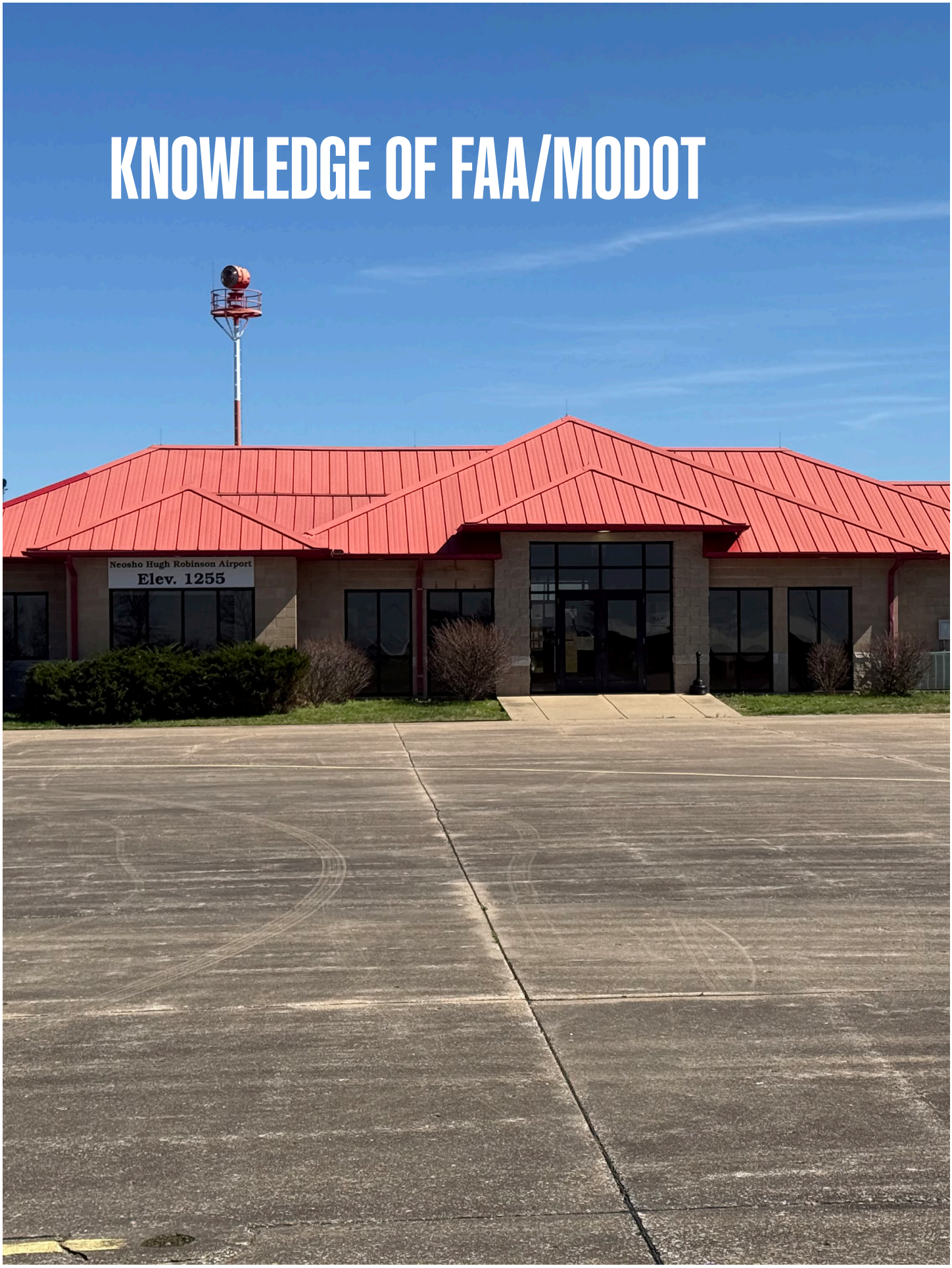
Maintaining a high-quality facility within a limited budget is a challenge. **We want to help you design a project that meets your needs without breaking the bank. Our experience on a wide range of projects at airports across the Midwest makes us keenly aware of the factors that might affect your budget, such as contractor availability and expertise, materials costs, etc.** We integrate these factors into the design process to help us choose a design that is good for your airport and appropriate for your budget.

We reviewed data for Olsson airport projects that closed midyear last year. Of the 24 projects we completed during that time, the majority had no change orders. That's just one of the ways we saved our clients a combined total of more than $460,000.



At Olsson, we only take on projects we know we can handle. Your projects will not be designed with the minimum effort; our team will deliver projects you can be proud of each time.

KNOWLEDGE OF FAA/MODOT



KNOWLEDGE OF FAA / MODOT

Design and Construction Standards

The Olsson Aviation team's sole focus is airport planning and engineering. We make it our business to fully understand the design and construction standards of the FAA and MoDOT. Because our team works solely on aviation projects, our staff spend more time working for our clients and less time learning the restrictive design criteria for safe and efficient airports.

Regulations, Policies, and Procedures

Diane and Steve have more than 45 years of combined experience in FAA Central Region and MoDOT programing and funding. Diane will serve as the Aviation Planning, Funding, and CIP Programming strategist for your airport. Steve will assist with project development, operations, and MoDOT relations. Diane, Steve, and the rest of your team have unmatched knowledge of FAA and MoDOT and strong relationships with both agencies. We are continually on the lookout for funding opportunities and will search out funding options for your projects.

In addition, our team knows how to package funding for airports in Missouri. We will work closely with staff at MoDOT. Your staff will not have to hassle with extensive paperwork because we will coordinate with the FAA and the MoDOT Aviation Section to prepare the necessary documents for your signature before you need them. Our team will make sure that FAA's and MoDOT's deadlines are met with complete and accurate submittals so that funds are not lost!

Simply put—we know what questions to ask and who to ask to get information that will benefit your airport.





In addition to our practical experience, we stay abreast of current and upcoming FAA changes and industry trends through:

- **Membership in the Missouri State Aviation Council (MoSAC)**
- **Membership in the American Association of Airport Executives**
- **Participation on Airport Cooperative Research Program (ACRP) panels**
- **Attendance and participation at state and national conferences**

QUALITY OF PREVIOUS AIRPORT PROJECTS





QUALITY OF PREVIOUS AIRPORT PROJECTS

We stand behind the quality of each project we complete. Our commitment to quality is pervasive within Olsson. It is our top priority as a firm, and we have instituted an in-depth quality assurance program that applies to each project.

We do not expect our clients or reviewing agencies to complete quality reviews for us. We review the plans in-house before submitting any plan to an outside agency. FAA and MoDOT engineering staff members have reviewed Olsson's work on ALPs, reports, plans and specifications, and other documents. Generally, we receive only minor comments on these documents. In addition, the FAA and state aviation agencies have used portions of our plans and reports as examples in their presentations.

We believe our clients are the best judges of our quality. We encourage you to contact our references and ask them about the quality of the work Olsson has completed for their airports.

References

Kerrick Tweedy
Executive Director | Service Oriented Aviation Readiness, Inc. (Bolivar, Missouri)
417.326.2489

Seth Simpson
Airport Manager | Fort Scott, KS Municipal Airport
620.224.6688

Bill Pyle
Airport Manager |Atkinson Municipal Airport
620.231.5760

Austin Wheeler
Airport Manager | Tulsa Riverside Airport
918.299.5886

"Great work on this package. It is the most comprehensive and detail oriented I have seen in my 6 years doing AIP projects."

Drew Saffell
Muskogee-Davis Regional Airport

"This is the first day for the open runway. The [runway extension] project went very well. It looks very nice and you and your team have done a fantastic job."

Dave Yost
Cheyenne County Airport Commission

"Olsson. . . provided us with outstanding service. They have completed the multiple projects for our airport in a timely and professional manner. [Olsson] is knowledgeable in all aspects of aviation and extremely helpful in planning and executing all phases of airport projects ensuring the highest quality product for our investment."

Bill Bauerle
Imperial Airport Authority

PERSONNEL EXPERIENCE & QUALIFICATIONS



PERSONNEL EXPERIENCE & QUALIFICATIONS

At Olsson, we believe Neosho deserves an aviation partner who not only brings industry-leading expertise but shares your pride in the local community. Our team is deeply involved and invested in this region, with professionals living and working just minutes away, delivering full-scale aviation services right where you need them, not several hours up the road. The following organizational chart and bios highlight the key personnel dedicated to supporting the City of Neosho's planning needs. Each individual brings specialized experience, a passion for aviation, and a commitment to the local area.

your AVIATION PLANNING PROJECT TEAM



PROJECT MANAGER

BRIAN COOMES, P.E.

Joplin, Missouri



AIRPORT OPERATIONS ADVISOR

STEVE STOCKAM

Joplin, Missouri

PLANNING LEAD



Diane Hofer, P.E.

LAND ACQUISITION



Brandy Bradley

Joplin, MO

ENVIRONMENTAL



Eric Fuselier, PWS, ENV SP

Fayetteville, AR

SUBCONSULTANT

Planning

Garrett Watson
Perry Havenar
Milton Alvira, C.M.

GIS Support

Brett Peters

Survey

Michael Davis

Centurion provides specialized planning and GIS support, offering expertise in mapping and spatial analysis to strengthen project delivery.

CENTURION
PLANNERS | SURVEYORS | ENGINEERS



Olsson is a trusted partner in delivering environmental solutions that support airport planning, development, and long term operational success. Our environmental team works closely with airport sponsors, regulatory agencies, and project stakeholders to efficiently guide projects through federal and state environmental processes, including NEPA compliance. We prepare environmental assessments, environmental impact statements, and technical reviews for airports of all sizes, using advanced noise modeling and GIS analysis to evaluate noise exposure and land use impacts, while assessing effects on wetlands, water quality, and other biological resources and supporting meaningful public involvement.



EDUCATION
B.S., Civil Engineering,
Kansas State University

PROFESSIONAL REGISTRATIONS
Professional Engineer:
TX, MO, KS, OK, AR

OVERALL EXPERIENCE
2008 to Present

BRIAN COOMES, P.E.

Project Manager

EXPERIENCE SUMMARY

Brian leads the team as Project Manager, bringing nearly 18 years of experience in transportation and civil engineering, including extensive work on airport, runway, and taxiway projects across Missouri and Kansas. He specializes in geometric design, drainage, and construction administration—critical expertise for Neosho's airfield improvements. A longtime resident of the region, Brian understands the pace and priorities of local projects and collaborates closely with city staff and neighboring communities to deliver practical, high-quality solutions. His project experience includes runway and apron overlays at Pratt Regional and Fort Scott Municipal Airports, as well as complex lighting, paving, and aircraft apron rehabilitation efforts completed under FAA and MoDOT programs. Brian's combination of technical depth, project leadership, and regional insight makes him a strong and reliable PM for airport clients.

PROJECT EXPERIENCE

- City of Bolivar, Seal Coat Runway, Taxiways, and Apron at Bolivar Municipal Airport; Bolivar, MO
- Pratt Airport Authority, Overlay Apron and Taxilanes; Reseal and Repair Concrete Taxiway and Apron at Pratt Regional Airport; Pratt, KS
- City of Augusta, Extend, Widen, and Reconstruct Runway and Taxiway; Replace Runway and Taxiway Lights; and Relocate Navigation Aids (NAVAIDs) and Water Line at Augusta Municipal Airport; Augusta, KS
- City of Pittsburg, Reconstruct and Reconfigure Apron and Taxiway including Lights at Atkinson Municipal Airport; Pittsburg, KS
- City of Fort Scott, Runway Extension, Widening, and Rehabilitation at Fort Scott Municipal Airport; Fort Scott, KS
- City of Grove, Overlay Runway and Taxiways and Replace Lights at Grove Regional Airport; Grove, OK
- City of Tarkio, Reconstruct and Light Runway, Taxiway, and Turnaround, Install Precision Approach Path Indicators and Runway End Identifier Lights, and Construct Electrical Vault at Gould Peterson Municipal Airport; Tarkio, MO
- City of Augusta, AWOS Land Acquisition at Augusta Municipal Airport; Augusta, KS
- City of Muskogee, Airfield Lighting Improvements Runway Lights, Vault, Beacon, PAPIs, Wind Cones, and Airfield Signage at Muskogee-Davis Regional Airport; Muskogee, OK

STEVE STOCKAM

Airport Operations Advisor

EXPERIENCE SUMMARY

Steve brings more than 31 years of hands-on aviation leadership from his long service as the Airport Manager at Joplin Regional Airport, just minutes from Neosho. He guided every aspect of airport operations, from daily airfield management to the oversight of complex multimillion dollar improvement projects, ensuring safe, efficient, and modern facilities that supported both commercial and business aviation. Over three decades, Steve built deep expertise working with airlines, tenants, regulatory agencies, and city officials to keep the airport operating at a high level. He continues to support the aviation community through statewide and national leadership roles, including service as the acting chairman of the State Aviation Advisory Committee, a national policy board member of the United States Contract Tower Association, and an executive board member of the Missouri State Aviation Council.

RECIPIENT OF MAMA/MOSAC LIFETIME ACHIEVEMENT AWARD - 2025



EDUCATION

A.S., Mechanical Design, Missouri Southern State College

OLSSON EXPERIENCE

2022 to Present

OVERALL EXPERIENCE

1981 to Present

DIANE HOFER, P.E.

Planning Lead

EXPERIENCE SUMMARY

Diane is a civil infrastructure expert whose entire career has been dedicated to aviation. She serves as a firmwide subject matter expert, providing technical leadership, internal consultation, and direct support on complex airport projects. With more than 40 years of experience in aviation planning, project management, and design, she has contributed to over 300 airport projects at more than 100 airports across the Midwest. Her work spans master planning, environmental studies, runway and taxiway improvements, and Airport Layout Plan development. Diane's practical, community-focused approach and deep technical knowledge make her a valuable resource to airports like Neosho that rely on thoughtful, long-range solutions.

PROJECT EXPERIENCE

- City of Bolivar, Airport Layout Plan at Bolivar Municipal Airport; Bolivar, MO
- City of Poplar Bluff, Master Plan and Airport Layout Plan (ALP) at Poplar Bluff Regional Business Airport; Poplar Bluff, MO
- City of Tarkio, Master Plan and Airport Layout Plan (ALP) at Gould Peterson Municipal Airport; Tarkio, MO
- City of Fort Scott, Design Runway Extension, Widening, and Rehabilitation at Fort Scott Municipal Airport; Fort Scott, KS



EDUCATION

B.S., Civil Engineering, University of Nebraska-Lincoln

PROFESSIONAL REGISTRATIONS

Professional Engineer: CO, IA, KS, MO, NE, OK

OVERALL EXPERIENCE

1982 to Present



GARRETT WATSON

PLANNING | CENTURION

Garrett Watson, an airport planner with Centurion, brings a dynamic blend of aviation expertise and communication skills to the team. With five years in the aviation sector, including a significant period as Airport Manager for Cleburne Regional Airport, Garrett has a proven track record As the manager in Cleburne, he was honored with the 2023 Project of the Year award from TxDOT Aviation. He helped facilitate several major projects and guide the Airport towards financial self-sustainability. Garrett brings a combination of his past experience as airport manager and journalist to Centurion's planning team taking raw data and crafting a meaningful narrative for each client.



PERRY HAVENAR

PLANNING | CENTURION

Perry has more than 38 years of aviation experience and began his aviation career in the US Navy as an aviation hydraulics mechanic. After graduating from the University of Utah, he was commissioned as an officer and entered the Navy's flight program. Perry earned his pilot wings flying a variety of training aircraft and then flew the P-3C Orion on missions around the globe and in support of Desert Shield and Desert Storm.

After Perry's Naval career, he entered the aviation planning field by working for several large consulting firms building upon his experience in the Navy and educational background. Throughout his career, Perry has completed a wide variety of planning studies for over 150 Airport clients across the US and territories.



MILTON ALVIRA, C.M.

PLANNING | CENTURION

Milton is an airport planning professional at Centurion, with nearly a decade of experience delivering master plans and ALPs for both commercial service hubs and general aviation airports across the U.S. and the Caribbean. He blends rigorous quantitative analysis—forecasts, capacity/runway length studies, AEDT noise modeling, and wind coverage—with practical, on-the-ground coordination to keep projects compliant with FAA SOP 2.00/3.00 and AC 150/5300-13A. Clients value his ability to translate complex airspace, geometry, and operational constraints into clear alternatives, defensible recommendations, and funding-ready CIPs.



MICHAEL DAVIS

RPLS | CENTURION

Mike, an Registered Professional Land Surveyor (RPLS) at Centurion, brings 42 years of direct surveying experience. He has a very diverse experience from private development to public projects, fielding hundreds of plats all over Texas. He believes hat reputation among clients and peers is of most importance. He excels at facilitating crew scheduling, which helps achieve client satisfaction and supports profitability. Mike takes charge, remains intellectually stimulated by surveying, and demonstrates a quick ability to learn and adapt to any system.



BRETT PETERS

GIS SUPPORT | CENTURION

Brett Peters, a GIS Lead at Centurion, brings a wealth of experience, spanning more than a decade, to utility and infrastructure projects. Brett will guide the development of accurate airport basemaps, airspace surfaces models, spatial and obstacle analysis, and geodatabases that support decision-making, phasing, and long-term asset management. His hands-on GIS experience with airspace, utility design, water, sanitary sewer, and stormwater, gives him practical insight into constructability, coordination constraints, and system performance. Brett pairs that field-informed perspective with modern GIS workflows, 3D modeling, visualization, and data management to translate complex airspace and utility networks into clear, actionable information for stakeholders.



ERIC FUSELIER, PWS, ENV SP

ENVIRONMENTAL | OLSSON

Eric is an experienced environmental professional with a strong background in NEPA, Clean Water Act, and Endangered Species Act compliance, along with Phase I Environmental Site Assessments, traffic noise analysis, GIS mapping, and GPS data collection. His science-forward approach is supported by formal training in wetland botany, wetland delineation, and noise modeling. He has led environmental reviews for municipalities across southwest Missouri and northwest Arkansas, including stormwater infrastructure, watershed planning, and airport-adjacent projects requiring NEPA, ESA, and CWA coordination. Known for working effectively with cross-functional teams, Eric provides clear, efficient guidance on complex environmental requirements.



BRANDY BRADLEY

LAND ACQUISITION | OLSSON

Brandy, who joined Olsson in 2021, has been actively involved in both land program management and land acquisition for Olsson's engineering and design teams. She excels at simplifying complex concepts, making them accessible to a diverse audience. Brandy also plays a crucial role in bridging the gap between engineering professionals and affected landowners, seeking consensus and understanding. Her skill set includes expertise in land acquisition, researching easements, contacting property owners, and procuring easements.



Olsson provides aviation clients with comprehensive land and easement acquisition services to support successful project delivery. Our team manages all aspects of acquisition programs with a strong understanding of Federal Aviation Administration requirements, policies, and funding considerations, helping clients navigate a complex regulatory environment with confidence. We routinely support FAA funded land acquisition efforts in collaboration with local real estate and surveying professionals, helping clients move projects from planning to implementation while minimizing risk and maintaining momentum.

FAMILIARITY WITH & PROXIMITY TO THE PROJECT

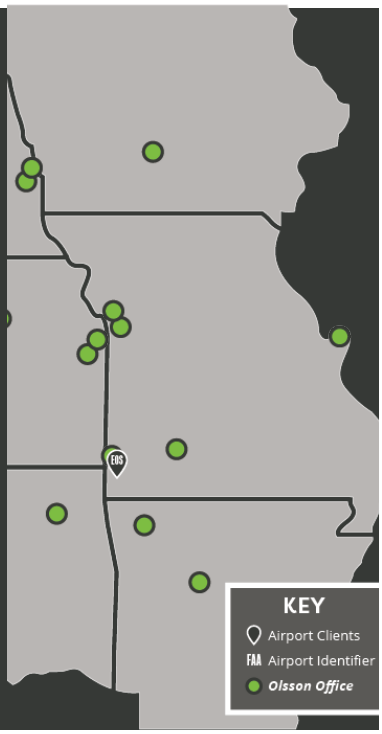


OLSSON'S PROXIMITY & FAMILIARITY

OUR OFFICE IS A SHORT 20 MINUTE TRIP TO YOUR AIRPORT.

Olsson's aviation and engineering presence is firmly rooted in southwest Missouri and the Four-State region, with local staff based in Joplin and Springfield and strong regional support from our Fayetteville, Arkansas, and Tulsa, Oklahoma offices. Together, these teams form a connected network of professionals who understand the communities, geography, and regulatory environment that matter most to Neosho Hugh Robinson Memorial Airport.

Our Joplin office, located just 20 minutes from the airport, allows us to respond quickly when questions arise or on-site coordination is needed. This close proximity supports timely site visits, efficient communication, and consistent hands-on involvement throughout every phase of a project. Team members with deep personal ties to Neosho bring firsthand knowledge of the community and a genuine commitment to its continued growth and success.



Our commitment to Neosho extends well beyond active project work. Steve Stockam regularly attends Neosho Hugh Robinson Memorial Airport board meetings. We show up because we care about our clients, your priorities, and the long-term success of the airport. Staying engaged allows us to listen, remain informed, and be ready to support the City when needs arise. This level of involvement reflects how seriously we take our role as a trusted partner and how invested we are in Neosho and the surrounding community.

For Neosho, our local presence is paired with deep, in-house aviation expertise, including airport engineers and planners, electrical engineers experienced in airfield lighting and NAVAIDs, structural engineers who design hangars, and environmental scientists well-versed in permitting and regulatory coordination. This integrated approach supports efficient delivery and has allowed us to build strong working relationships with MoDOT Aviation staff who administer airport improvement projects across Missouri.

Neosho also benefits from the depth of Olsson's regional aviation resources. Olsson's experience in aviation spans a wide range of planning, design, and technical services that support airports and communities. With a broad aviation background, our aviation team brings specialized expertise to each project, helping achieve efficient delivery and solutions tailored to the needs of your airport and community. The team's approach supports both technical excellence and responsive, personal service throughout every phase.

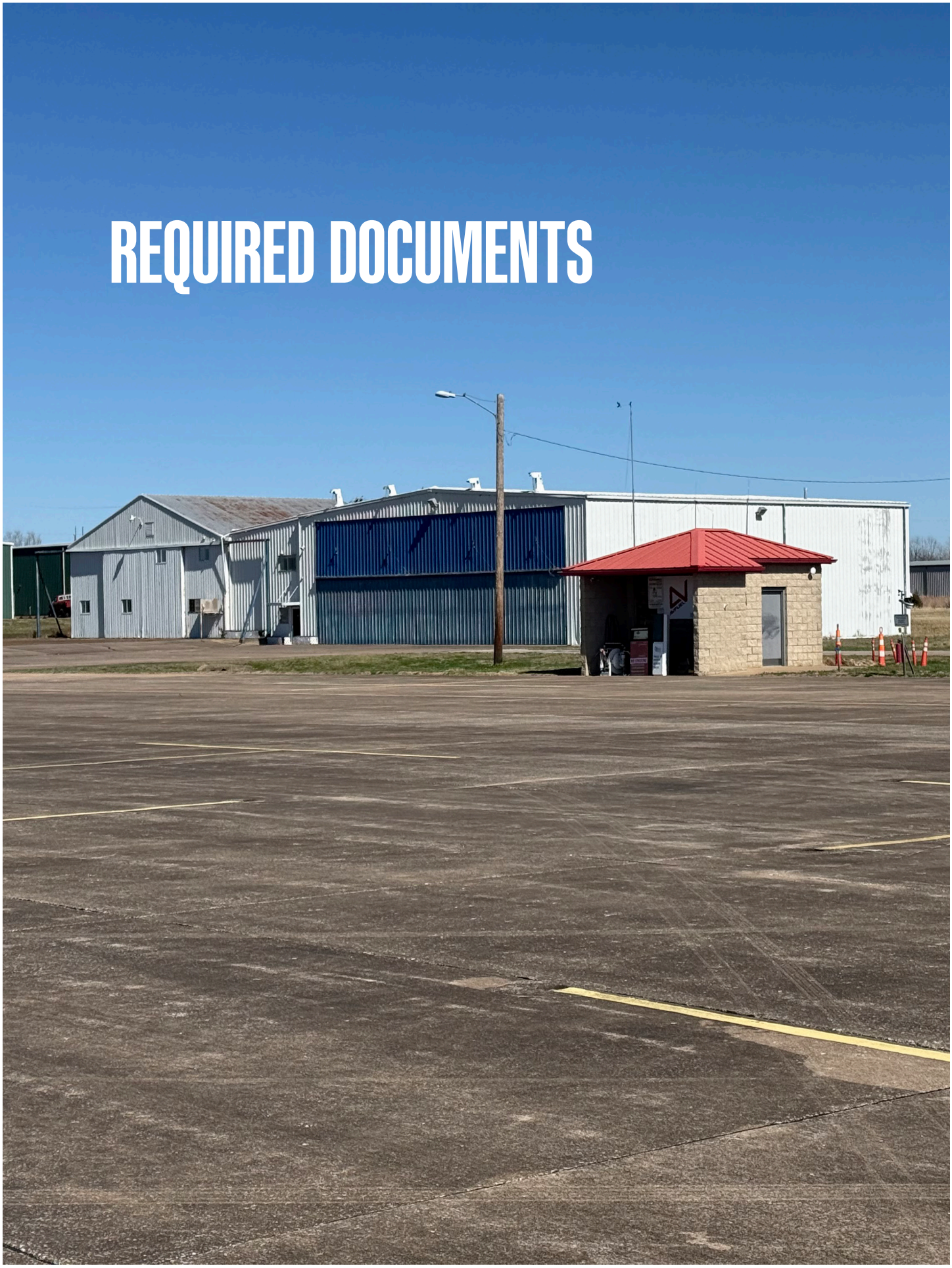
For the Neosho Hugh Robinson Memorial Airport, this means more than technical capability. It means a partner who is present, invested, and committed for the long term. Olsson wants this role. We are prepared to bring our proximity, experience, and dedication to support a safe, efficient, and future-ready airport that serves the City of Neosho and its community with pride.

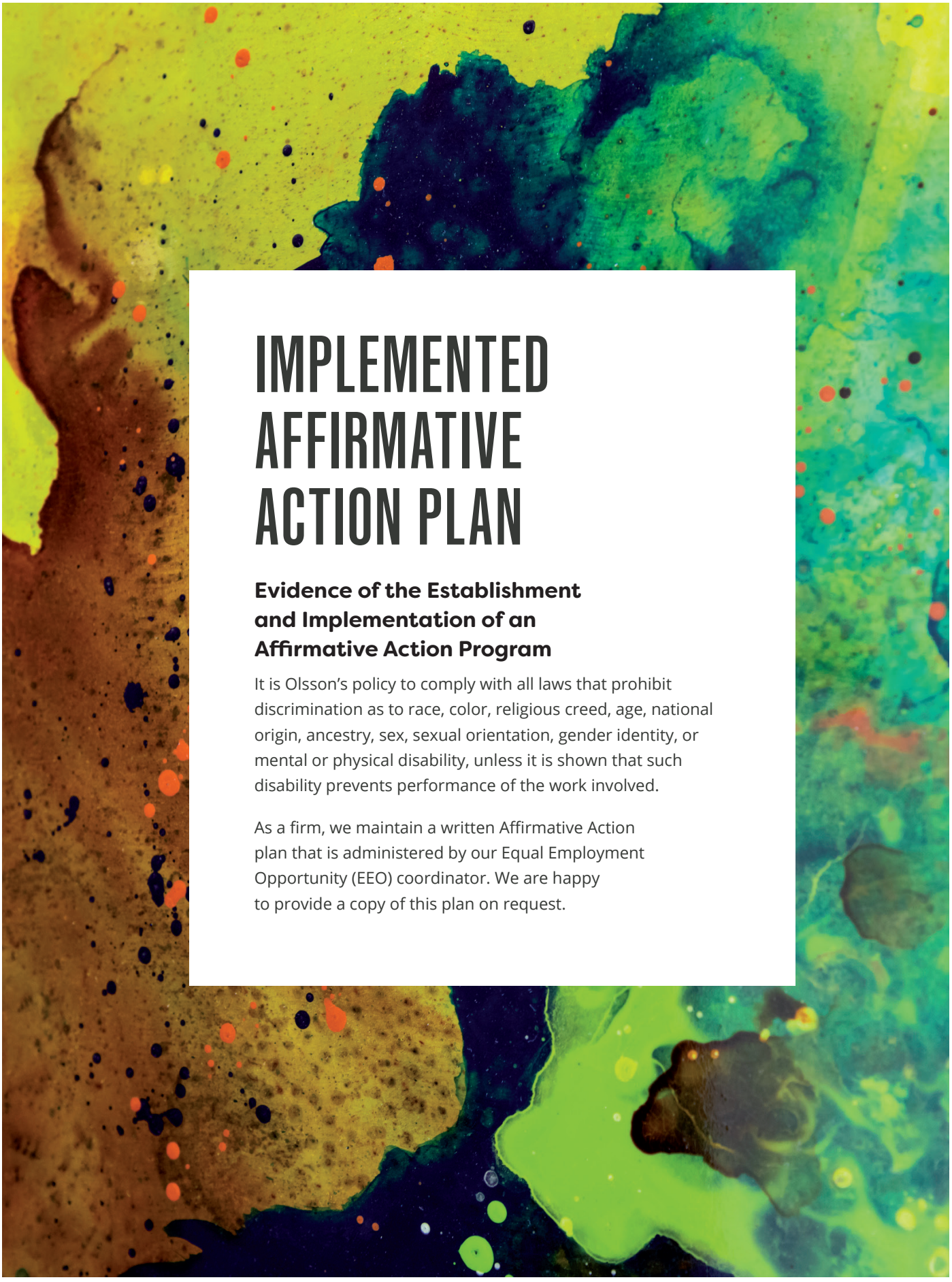






REQUIRED DOCUMENTS





IMPLEMENTED AFFIRMATIVE ACTION PLAN

Evidence of the Establishment and Implementation of an Affirmative Action Program

It is Olsson's policy to comply with all laws that prohibit discrimination as to race, color, religious creed, age, national origin, ancestry, sex, sexual orientation, gender identity, or mental or physical disability, unless it is shown that such disability prevents performance of the work involved.

As a firm, we maintain a written Affirmative Action plan that is administered by our Equal Employment Opportunity (EEO) coordinator. We are happy to provide a copy of this plan on request.

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Nebraska)
) ss
COUNTY OF Lancaster)

On the 27 day of January, 2025, before me appeared Stephanie Rodriguez (Affiant name),
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the Senior HR Specialist (title) of Olsson, Inc. (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Stephanie Rodriguez
Affiant Signature

Subscribed and sworn to before me in Lincoln (city (or county)), NE (state), the day and year first above-written.

GENERAL NOTARY-State of Nebraska
CLARE MEYER
My Comm. Exp. February 26, 2027

Clare Meyer
Notary Public

My commission expires: Feb 26, 2027

[documentation of enrollment/participation in a federal work authorization program attached]

Company ID Number: 1365251

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS) and Olsson (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

   a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two

exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of

E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate

verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Olsson	
Name (Please Type or Print) Stephanie Rodriguez	Title
Signature Electronically Signed	Date 12/06/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Company ID Number: 1365251

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Olsson
Company Facility Address	601 P Street Suite 200 Lincoln, NE 68508
Company Alternate Address	
County or Parish	LANCASTER
Employer Identification Number	470781766
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	26

Company ID Number: 1365251

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

NEBRASKA	9 site(s)
ARIZONA	1 site(s)
COLORADO	3 site(s)
IOWA	2 site(s)
KANSAS	3 site(s)
MISSOURI	4 site(s)
OKLAHOMA	3 site(s)
ARKANSAS	1 site(s)

Company ID Number: 1365251

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Stephanie L Rodriguez
Phone Number	(402) 458 - 5634
Fax Number	(402) 474 - 5063
Email Address	srodriguez@olsson.com

Page intentionally left blank

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 2, 2026
ITEM: Resolution Bill No. 2026-17: 2026 Overlay Contract with Blevins Asphalt

ORIGINATING DEPARTMENT: Public Works Department
ATTACHMENT:

1. **Res. Bill No. 2026-17 Blevins Asphalt Construction for Overlay Milling**
2. **Asphalt Milling and Overlay Contract with Blevins Asphalt_2026**
3. **Overlay and Asphalt Milling Bid**
4. **Ashalt Overlay Maps**

PURPOSE:
To request the council's approval for the mayor to sign the Overlay and Asphalt Milling agreement with Blevins Asphalt.

BACKGROUND:
During the May 19, 2026 Council Meeting, council approved Blevins Asphalt for the resurfacing and milling on approximately 1.1 miles of asphalt of City streets for the approved bid amount of $204,241.10. The streets that will be done are as follows:
Shaw 1,198 feet
Williams Ave 1,550 feet
Ray St. North half 544.97 feet
Ray St. Island 40 feet
Ray St. South half 296 feet
N. Valley St. 321.85 feet
E. Hickory 1,455.85 feet

RECOMMENDATION:
City staff recommends the council approve the agreement with Blevins Asphalt for 204,241.10 and authorize the Mayor to sign.

Resolution Bill No. 2026-17

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, approving an agreement for street improvement services with Blevins Asphalt Construction Company, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for specified traffic ways within the City of Neosho, for the not to exceed price of Two Hundred Four Thousand, Two Hundred Forty-One and 10/100 dollars ($204,241.10) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho sought bids for street improvements by asphalt overlay and milling on traffic ways inside Neosho, Missouri; and

WHEREAS, Blevins Asphalt Construction Company, Inc., was awarded the bid on May 21, 2026.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri as follows:

That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Blevins Asphalt Construction Company, Inc., a Missouri Corporation, for the purpose of asphalt milling and overlay for specified traffic ways within the City of Neosho, for the not to exceed price of Two Hundred Four Thousand, Two Hundred Forty-One and 10/100 dollars ($204,241.10), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to execute all necessary documents to effectuate the same.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of June, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

_____
Derek A. Snyder, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, hereinafter referred to as "the Effective Date," by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Blevins Asphalt Construction Company, Inc., a Missouri Corporation, hereinafter referred to as "Contractor," and with City and Contractor hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of performing asphalt milling and overlay, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City's contractor for the purpose of performing asphalt milling and overlay, as described in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within ninety (90) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct asphalt and milling overlay as follows:

a. Streets Overlay. 1,895.93 tons of streets overlay ($92.40 per unit), 425 linear feet of transition milling ($0.70 per unit), Full Mill 6,492.55 square yard ($3.12 per unit), Edge Mill 726.62 square yard ($4.55 per unit) and mobilization.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Two Hundred Four

Thousand Two Hundred Forty-One and 10/100 ($204,241.10) – the full amount of this contract – within fifteen (15) days of Contractor's completion and City's acceptance of the work.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contactor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Payment set forth in this Agreement.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's

ownership rights in the Work Product.

19. Liquidated Damages. Time is of the essence of this Agreement. If Contractor shall neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of $500.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

20. Non-Appropriation. Intentionally omitted.

21. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Blevins Asphalt Construction Company, Inc.
ATTN: Derek Stokes
P.O. Box 230
Mount Vernon, MO 65712

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

23. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Two Hundred Four Thousand Two Hundred Forty-One and 10/100 ($204,241.10)– the full amount of this contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be

due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

25. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Two Hundred Four Thousand Two Hundred Forty-One and 10/100 ($204,241.10)– the full amount of this contract – conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

26. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

27. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

29. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

31. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

32. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

33. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

34. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the

contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

36. Waiver. Waiver of any provision of this Agreement or 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.

37. Warranty. In addition to any other warranties in this Agreement, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

BLEVINS ASPHALT
CONSTRUCTION COMPANY, INC.

_____
Derek E. Stokes, President

EST 1878

NEOSHO

CITY OF SPRINGS

CITY OF NEOSHO

203 E. MAIN ST.
NEOSHO, MO 64850
(417) 451-8050 PHONE
(417) 451-8065 FAX
WWW.NEOSHOMO.GOV

ADDENDUM #2 TO BID DOCUMENTS

AS OF May 5, 2026, THE FOLLOWING CHANGE HAS BEEN MADE IN THE BID FORM

The full mill amount from 2,885.77 to 6,492.55 sy.

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2026 Project. Street Overlay/Milling, Micro-surfacing and Striping totals must be separated into their own totals.

BID A

Streets Overlay	1,895.93 Tons	Unit Price $ 92.40	Total Cost $ 175,125.72
Streets Transition Milling	425' Linear ft	Unit Price $ 0.70	Total Cost $ 297.50
Full Mill	6,492.55 sy	Unit Price $ 3.12	Total Cost $ 20,256.76
Edge Mill	726.62 sy	Unit Price $ 4.55	Total Cost $ 3,306.12

Mobilization for all total Cost $ 5,255.00

Streets Total Cost $ 204,241.10

BID B

Micro Surfacing	61,611.96 SQ	Unit Price $ No Bid	Total Cost $ No Bid

BID C

Paint

Square and a block off

Industrial DR **Unit Price $** *No Bid* **Total Cost $** *No Bid*

Total for all $_____

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO
Projected Shipping Date: *Estimated Start Date: 08/01/26*

After delivery - payment made on third Tuesday of month delivered

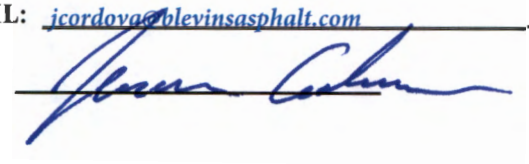
I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: *Blevins Asphalt Const. Co., Inc.*

ADDRESS: *PO Box 230, Mt. Vernon, MO 65712*

PHONE: *(417) 455-3758*

EMAIL: *jcordova@blevinsasphalt.com*

BY: 

EST 1878
NEOSHO
CITY OF SPRINGS

City of Neosho
203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.GOV

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Thursday, May 14, 2026,** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.
The bid will be for the following:

Project: 2026 Street Overlay, Micro-surfacing, and Stripping

Please label the envelope: 2026 Streets Overlay, Micro-surfacing and Stripping
Bid Opening Thursday May 14, 2026 @ 10:00 a.m.

Note:
THERE WILL BE A PRE BID MEETING ON MAY 7TH AT 10:00 A.M AT 203 EAST MAIN STREET NEOSHO
This bid should include the start date for this project.

Questions concerning the specifications and bid procedure should be directed to Bo Noah, Public Works Director, at the following address/phone: 417-451-8071, 200 Nelson AVE. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars ($100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars ($300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.

2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars ($50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars

($300,000.00) for all damages arising out of injury to or destruction of property during the policy period.

3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.

4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

6. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars ($50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. *Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements.* Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. *Maintenance Agreement.* A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. *Maintenance Bond.* A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over $75,000.00 (click for Missouri Prevailing Wage Rate)
*Payment Bond Required for projects over $50,000.00
*City of Neosho Business License required
*W-9 Required
* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

Bo Noah
Public Works Director

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS AND DEFINED TERMS:

A) Prospective bidders are instructed to read and become very familiar with the current edition of the City of Neosho General Conditions and Technical Specifications and all revisions, these Instructions to Bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.

B) Terms used in these Instructions to Bidders which are defined in the General Conditions and Technical Specifications have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued before receipt of Bids).

C) Other terms used in the Bidding Documents and not defined elsewhere have the following meanings that apply to both the singular and plural thereof:

D) Responsive Bidder: Any person, firm, or corporation submitting a Bid for the work contemplated whose Bid Form is complete and regular, free of exclusions or special conditions, and has no alternative Bids for any item unless requested in the Technical Specifications.

E) Responsible Bidder: Any person, firm, or corporation submitting a Bid for the work who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

F) **Additional Purchases by Other Public Agencies:**
The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance form. Prices bid shall remain in full force for 90 days from the date of award.

2. COPIES OF BIDDING DOCUMENTS:

A) All copies of bidding documents are provided herein.

3. QUALIFICATIONS OF BIDDERS:

A) The successful bidder will be required to have completed ten (10) hours of OSHA safety training before performing any work.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

A) It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

B) Information and data reflected in the Contract Documents concerning underground facilities at or contiguous to the site is based upon information and data furnished to the City by owners of such

underground facilities or others. The City assumes NO responsibility for the accuracy or completeness thereof unless it expressly provided otherwise in the Special Provisions.

C) Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

D) Before submitting a bid each Bidder will be responsible for making or obtaining such explorations, tests, and data concerning physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. If the bidder elects to make explorations in public street rights-of-way excavation permission must be obtained from the Street Superintendent, a Division of the Public Works Departments.

E) Each bidder, upon request in advance, will be provided access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.

F) The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not shown on the plans are to be provided by the Contractor. Any related expense will be the responsibility of the Contractor.

G) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions to performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA:

A) Any questions pertaining to these Contract Documents, plans or specifications for this project, contact the Public Works Director #: 417-451-8071.

B) The City reserves the right to reject any or all proposals and to waive technicalities.

6. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

A) The names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal shall be furnished with the proposal. If no subcontractors are expected to be used, a statement to the effect must accompany the bid. After the bid opening, the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the City and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.

B) The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City in accordance with the General Conditions and Technical Specifications. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.

C) No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract and all transactions will be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.

D) If approval is given for subletting work, the Contractor shall perform with his own organization work amounting to not less than fifty (50) percent of the total contract cost. The percentage of work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc... The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.

E) No subcontractor may further subcontract any of his work.

7. BID FORM:

A) The Bid form is included with the Bidding Documents; additional copies may be obtained from Public Works Department.

B) All blanks on the Bid form must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.

C) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

D) The address and telephone number for communications regarding the bid must be shown. All names must be typed or printed below the signature.

E) The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8. SUBMISSION OF BIDS:

A) Bids shall be submitted at the time and place indicated in the Notice to Contractors and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **"BID ENCLOSED"** on the face of it.

B) Prospective Bidders are furnished one (1) bound copy of the Bidding Documents with one (1) unbound copy of the Bid Form. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security, and other required data or documents.

C) A bid bond secured by an approved surety or sureties must be submitted for no less than five percent of the amount of the bid.

9. OPENING OF BIDS:

A) Bids will be opened, and the total amount of the bid read aloud publicly. Bids will be made available to bidders after the opening of Bids.

B) A Bid Award will NOT be made at the Bid Opening. A final award may only be authorized by the Neosho City Council.

10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

A) All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

11. AWARD OF CONTRACT:

A) The City reserves the right to reject any, and all Bids, to waive any, and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder and the right to disregard nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder it believes would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies between the indicated sums of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

B) In evaluating Bids, the City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or Prior to the Notice of Award.

C) In addition, the City may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, or other persons or organizations must be submitted as provided in the Supplementary Conditions. The City may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

D) The City may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

E) If contract for this project is to be awarded, it will be awarded on the basis of the Bid(s) with the lowest total bid, from the lowest responsive, responsible, qualified Bidder whose evaluation indicates to the City that the award will be in the best interests of the Project and the City. The City will not accept tied Bids.

F) If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

JOB SPECIAL PROVISIONS:

1. **General:**

All construction shall conform to City of Neosho, Missouri, General Conditions and Technical Specifications and all revisions thereto, as applicable except where noted differently in these documents. City of Neosho Technical Specifications and Construction plans and project specifications are available in the office of the Neosho Street Superintendent or on the City of Neosho web page. Contact, Street Superintendent, City of Neosho, at 417-451-8071 with any questions.

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed, or which conflicts with any provision of the Special Provisions shall have no meaning in the contract and shall be disregarded.

Where the Director of Public Works or Street Superintendent is referenced, it shall mean the City of Neosho by and through the City of Neosho - Public Works Dept.

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work

performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MODOT". These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

2. Work Zone Traffic Control:

All signing, and barricades shall conform to applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, Latest Edition, and all revisions thereto, and the Manual on Uniform Traffic Control Devices from the Latest Edition published by the Federal Highway Administration, including any revisions thereto.

Typical traffic control layouts are illustrated in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). Additional traffic control layouts are shown on the plans. The contractor will be responsible for installing and maintaining all signs and barricades required for proper control of the traffic within the construction limits. As a minimum, the Contractor shall erect and maintain ROAD WORK AHEAD, END ROAD WORK SIGNS, and BUMP SIGNS at the project limits on streets under construction. These signs shall be in place at all times until all work is complete.

Charge for City Crew Call-Out: Any call-out of City crews for the purpose of removing, covering, or turning signs will be charged to the Contractor.

Cost and Payment: The cost of providing and maintaining signs, barricades, temporary pavement markings, pavement marking removal and temporary relocation of existing signs shall be at Contractors expense.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved by the City or Inspector on the project. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stage there shall be in place only those devices that apply to the conditions present during the stage in progress.

Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic.

Notification to Property Owners: The Contractor shall keep adjacent property owners informed at all times regarding the status of construction and provisions for access. The Contractor is required to maintain access to adjacent property owners within the project area at all times, except that the Contractor may close driveways as permitted in the construction phasing.

3. Prevailing Wage:

Contractor will be required to furnish an affidavit to the City stating that he has paid the prevailing wages as set forth in the latest edition Work Order Missouri State Annual Wage, Section 073, Newton County, (copy attached) including any revisions thereto, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law. It is agreed that all labor utilized in the construction of the improvements

shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established at any time by the Department of Labor and Industrial Relations of the State of Missouri for this project.

Wage interviews of the contractor's and subcontractors' work force may be made at random to verify that the prevailing wage rate is being paid. These interviews may bc on site examinations or a questionnaire mailed to the individual. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

The contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the contractor and each subcontractor in order to execute this contract. It shall be the responsibility of the contractor to notify the Division of Labor Standards when a violation of the law is discovered.

4. Completion Time:

The Contractor will be required to commence work under this contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to **complete the work within 180 calendar days from the date of the Notice to Proceed**.

The Contractor is required to provide an enough work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress.

The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Neosho General Conditions and Technical Specifications.

5. Liquidated Damages:

Failure or delay in completing the work in the time specified under the contract or as amended by a contract change order, shall result in liquidated damages being charged and withheld in accordance with the requirements of the General Conditions and Technical Specifications, shall be as follows.

6. Contractor Guarantee:

The Contractor shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by the Contractor and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of 12 months after acceptance by the City. Contractor shall repair, replace, or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

7. Certificates of Compliance:

Three copies of certifications are required for materials used on this project for demonstrating proof of compliance with materials specification requirements. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company, shall be notarized and shall contain the name and address of

the Contractor, the project name and location, and the quantity and the date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

8. Nondiscrimination:

Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, or political opinion or affiliation against any employee of said contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

9. Indemnity from Subcontractor Claims/Exceptions:

The Contractor shall be fully responsible to the City of Neosho for the acts and omissions of its subcontractors and material suppliers.

BID SPECIFICATIONS:

The bid packet is for the City of Neosho 2026 overlay, micro seal and restriping:

SUMMARY OF WORK:

The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, and labor necessary for all work pertaining to the resurfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

SCOPE OF WORK QUANTITIES:

Listing of streets on the resurfacing program and does not indicate the actual paving order to be followed. The contractor may organize this schedule to affect the most efficient paving order with final approval by the City of Neosho. Quantities or "tonnage" is estimated by City of Neosho.

SURFACE PREPARATION:

The Contractor shall be responsible for the preparation of streets. The Contractor shall be responsible for sweeping and removal of all loose surface material.

MONITORING OF TRAFFIC:

The contractor shall be responsible for the distribution of informational bulletins and other material to inform the public of street maintenance operations. The actual bulletins, press releases, and other printed material must be approved in advance by the City.

RIGHT-OF-WAY:

All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from tack coat spills, surplus asphaltic concrete from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc.) within the right-of-way damaged due to the paving process.

TRAFFIC CONTROL:

The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with MUTCD guidelines to safely expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for an enough period of time to prevent scuffing or flushing of the asphalt surface wherever possible. The contractor shall post "no parking" signs, at least 24 hours prior to commencement of paving operations. It shall be contractor's responsibility to coordinate with the Neosho Police Department to ensure all vehicles are removed from the street so as to ensure an orderly progression of the work.

UTILITIES TO BE MARKED:

The contractor shall mark and record each utility opening or manhole which is covered by resurfacing. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractor's cost.

ASPHALT SURFACE COURSE:

Asphalt overlay shall be **BP2** hot mix asphalt pavement. Overlay course shall be either a 1.5'', 2'', or 3" as noted in the scope of Work Quantities document. The mix shall conform to Missouri state highway Department requirements for section **401** Asphaltic pavements and be in accordance ASTM design grades. The mix requirements shall be substituted as stated in section **401.5.2** and be in accordance of gradation, asphalt content, deleterious, and density acceptance of Sec 401.

TACK COAT APPLICATION:

Tack coat shall be anionic emulsified asphalt. Immediately prior to paving, a tack coat shall be applied to the clean surface at a rate of 0.10 to 0.20 gallons per sq. yd. Pools of primer material remaining on the surface after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying the tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The contractor shall be held responsible for removing tack coat from such objects. The contractor shall

apply tack coat only to those streets which he/she will resurface each day. **Tack oil application shall be included in the bid amount.**

LEVEL OR WEDGE COURSE:

A level or wedge course may be necessary on various streets as prescribed by the director or his/her agent. All level or wedge courses shall be placed in such a manner that their joints are staggered with the wearing course. Level or wedge course thickness will vary from 0 to 1.5" depending on the depth of the depressed area. In areas where more than 1.5" of level or wedge are required, additional lifts will be used. The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving. Depth of the wearing course shall be 1" to 1.5'' depending upon surface conditions. Asphalt laid adjacent to gutter lines shall meet the existing grade. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative**. All leveling wedge work shall be as needed and is estimated in the total tonnage amount.**

COLDMILLING:

Conform to Missouri State Highway Department section **622.10.** Roadway lane milling shall be standard 7' width measuring out from curb/gutter. Milling at all driveways, intersections, and the end of road sections shall be standard 24'' width to accommodate a smooth transition with the new pavement. The contractor shall mill areas to a minimum depth of 1.5" or as designated by the City staff. The City will keep all milling material. Contractor will be responsible for hauling all milling material to a designated dumping area provided by City staff. **All Milling work shall be included in the bid amount.**

ROLLERS:

All rollers, vibrators, or other equipment used to compact the asphaltic mixture shall be in satisfactory working condition. All rollers shall be capable of reversing without backlash, and steel wheel rollers shall be equipped with scrapers. Pneumatic tire rollers shall be self-propelled, of the oscillating-type, and equipped with smooth tires of equal size, diameter, and ply rating, all maintained at the same inflation pressure. Rollers shall have a system for moistening each wheel or roll. The following types of rollers shall be provided: 1. Initial Rolling: Eight-ton or 12-ton three-wheel roller or two-wheel tandem-type roller, or pneumatic tire roller (adjusting ballast and tire inflation pressure as required). 2. Intermediate Rolling: Pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure uniformly for all wheels. The contractor shall furnish evidence regarding tire size, pressure, and loading to confirm that 80 pounds per square inch contact pressure is being developed. 3. Final Rolling: Not less than 10-ton two- or three-wheel tandem-type roller.

DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY:

If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

WEATHER LIMITATIONS:

Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F. (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative. Mixture shall not be placed during inclement weather.

PAVEMENT MARKING:

All roadways open to traffic shall have either temporary or permanent pavement markings. Temporary pavement marking may be used in lieu of permanent marking for no more than 14 days after completion of final paving operations. All permanent pavement markings must conform to Missouri State Highway Department section 620.

Scope of Work Quantities

Streets Overlay

	Street Name	Length	Width	Total	Depth	Total ton	Map #
	Shaw	1,986	20	39,526	1.5	367.65	1
	Willams Ave	1,550	22	33,880	4	841.98	1
*	Ray St North Half	544.97	18	9,626	1.5	90.83	2
**	Ray St Island	40	40	1,600	1.5	14.81	2
	Ray St South half	296	18	5148	1.5	49.33	2
**	N Valley ST	321.85	20	6,228	1.5	59.52	3
**	E Hickory	1455.85	35	50,605	1.5	471.80	4

ASPHALT TOTAL TONNAGE FOR STREET OVERLAY: 1,895.93

TRANSITION MILLING, EST LINEAR FT FOR STREETS: 425'

***EDGE MILL, EST SQYDS FOR STREEST: 726.62 sy**

****FULL MILL, EST SQYDS FOR STREETS: 2,885.77 sy**

___LEVELING WEDGE AS NEEDED. THIS IS INCLUDED IN THE TOTAL TONAGE OF ASPHALT.

TRANSITION MILLING AT DRIVEWAYS, INTERSECTIONS, STOPS, AND STARTING POINTS FOR NEW ASPHALT TO ENSURE SMOOTH TRANSITION FROM OLD TO NEW AS NEEDED AND INSTRUCTED BY THE STREET DEPT SUPERVISOR. A MINIMUM OF 7' EDGE MILLING SHALL BE DONE ON NOTED STREETS WITH CURB AND GUTTER.

PLAN SHEET MAPS # 1-4 INCLUDED IN BID DOCUMENTS

Note:
THERE WILL BE A PRE BID MEETING ON MAY 7TH AT 10:00 A.M AT 203 EAST MAIN STREET NEOSHO
This bid should include the start date for this project.

Modot Engineering Policy Guide (EPG)

413.1 Micro-Surfacing

413.1.1 Description

Micro-surfacing is a slurry seal that uses a polymer-modified emulsion binder, a high quality dense graded aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on a paved surface. The filler can be Portland cement, hydrated lime or other approved materials. A self-propelled continuous loading machine or a truck-mounted machine is used to proportion and mix the material and apply the mixture to the pavement surface.

Micro-surfacing is used to retard raveling and oxidation of the pavement, fill non-plastic ruts, reduce the intrusion of water, improve surface friction, and remove minor surface irregularities. After placement, the water "breaks" and evaporates, leaving a hard asphalt/cement/aggregate mixture that is resistant to further compaction or movement. Because the aggregates required to make such a mixture are hard and angular, the mixture has good friction properties, and can also be used to improve surface friction conditions. It should not be used primarily for sealing surfaces, due to the rigidity of the mixture.

Micro-surfacing is not a structural layer and will not bridge any distress. Micro-surfacing will not stop further rutting, does not contain rejuvenators and will not rejuvenate an oxidized surface, and does not fill or seal cracks. Existing cracks wider than ¼-inch should be crack filled or pre-treated with a scrub seal or seal coat prior to a micro-surface. Otherwise, existing cracks will reflect through the micro-surfacing within a few months.

Micro-surfacing is applied using a slurry/screed operation. It may be used to fill ruts, one at a time, or, for shallower rutting, it may be used with a "scratch" coat, just filling the low or shallow points to restore the cross slope. There is some consolidation as the water leaves, thus deeper applications should be done in multiple layers with a time interval in between applications.

413.1.2 Use in Contracts

The bituminous material in a micro-surface is a polymer modified asphalt emulsion that is in accordance with Sec 1015.20.5.2. Differing aggregate sizing (Type II, III, or IIIR) and aggregate types (Grade A, B, or C) are available. Also, selections of single pass or double pass of micro-surfacing may be selected depending on the conditions of the existing pavement and performance goals. The following guidelines help the appropriate selection process for micro-surfacing mixtures.

413.1.2.1 Micro-Surfacing Type Selection

Single Pass Micro-Surfacing

Type II micro-surface contains a very fine aggregate gradation that is most beneficial to be used strictly as preventative maintenance treatment. The existing pavement should be in good condition with minimal distress. "Good condition" is defined as an IRI of less than 100 in/mile and a Condition Index of 7 or greater. A single pass of Type II is not recommended for Portland cement concrete surfaces.

Type III micro-surface is relatively coarser aggregate gradation that is used on pavements that are in good to fair condition that have minor rutting issues and low quantity and severity of cracking. "Fair condition" is defined as an IRI of less than 120 in/mile and a Condition Index of greater than 5. Type III micro-surface has a rough texture that can be used to increase the frictional properties of a roadway. A single pass of Type III is not recommended for Portland cement concrete surfaces.

Type IIIR differs only in application compared to a Type III. Type IIIR is specified as a separate operation at isolated locations for treating moderate to severe rutting, filling existing rumble strips, or other depressed areas. Type IIIR is measured and paid for by the ton and placed in multiple lifts as necessary to level the profile prior to a separate surface treatment.

Double Pass Micro-Surfacing

A double pass micro-surface should also be utilized as a preventative maintenance treatment that follow the same pavement condition requirements as the single pass. However, a double pass of micro-surfacing can be viewed as a short-term pavement solution that is comparable to the performance of an Ultra-Thin Bonded Asphalt Wearing Surface (UBAWS). A double pass of micro-surfacing is also acceptable on Portland cement concrete pavement. There are multiple micro-surfacing combinations to

Neosho, MO



860.9 0 430.45 860.9 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

NEOSHO
CITY OF SPRINGS

Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 1
Williams AVE
Shaw AVE

Neosho, MO



400.0 0 200.00 400.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

NEOSHO
CITY OF SPRINGS

Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 2
Ray St North half
Ray St Island
Ray ST South half

Neosho, MO



200.0 0 100.00 200.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

NEOSHO CITY OF SPRINGS

Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 3
N Valley ST

Neosho, MO



400.0 0 200.00 400.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

NEOSHO
CITY OF SPRINGS

Legend

Road

- Interstate Highway
- US Highway
- Numbered State Highway
- Lettered State Highway
- County Roads / City Streets

Notes

Map 4
E Hickory ST

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 2, 2026
ITEM: Resolution Bill No. 2026-18: 2026 Contract for Mirco-Surfacing with Vance Brothers

ORIGINATING DEPARTMENT: Public Works Department
ATTACHMENT:

1. **Res. Bill No. 2026-18 Vance Brothers_2026 Micro Surfacing**
2. **2026 Contract with Vance Brothers LLC for Micro Surfacing**
3. **Micro Surfacing Bid**
4. **Micro Surfacing Maps**

PURPOSE:
To request the council's approval for the mayor to sign the Micro-Surfacing agreement with Vance Brothers.

BACKGROUND:
This is the agreement with Vance Brothers to complete the micro-surfacing on approximately 3.2 miles of city streets, for the approved bid amount of $241,518.88. The following streets are scheduled for Micro-Surfacing.

Industrial DR 5550.36 FT
Rockhill RD 980 FT
Second ST 2,222.02 FT
Hickory Ave 1,833.19 FT
Madison Ave 1233.91 FT
E Hickory St and St John ST 1224.18 FT
S Washington ST 343.8 FT
E Main St 350.7 FT
E Spring ST 350.0 FT
N Wood ST 326.89 FT
W Spring ST 328.61 FT
W Main ST 337.91 FT
S Wood St 336.74 FT
N Washington 329.28 FT
SQ Washington ST 423.41 FT
SQ Spring ST 239..68 FT
SQ Wood ST 424.97 FT
SQ Main ST 240.69 FT

RECOMMENDATION:
City staff recommends the council approve the agreement with Vance Brothers for $241,518.88 and authorize the Mayor to sign.

Resolution Bill No. 2026-18

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, approving an agreement for street improvement services with Vance Brothers, LLC, a Missouri limited liability company, for the purpose of providing service for street improvements by micro surfacing for specified traffic ways within the City of Neosho, for the not to exceed price of Two Hundred Forty-One Thousand, Five Hundred Eighteen and 88/100 dollars ($241,518.88) and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

WHEREAS, the City of Neosho sought bids for street improvements by micro surfacing on traffic ways inside Neosho, Missouri; and

WHEREAS, Vance Brothers, LLC, was awarded the bid on May 21, 2026.

NOW, THEREFORE BE IT RESOLVED by the City of Neosho, Missouri as follows:

That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Vance Brothers, LLC, a Missouri limited liability company, for the purpose of providing street improvement services by micro surfacing for specified traffic ways within the City of Neosho, for the not to exceed price of Two Hundred Forty-One Thousand, Five Hundred Eighteen and 88/100 dollars ($241,518.88), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to execute all necessary documents to effectuate the same.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of June, 2026, by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

SEAL

APPROVED AS TO FORM:

_____
Derek A. Snyder, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, hereinafter referred to as "the Effective Date," by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Vance Brothers, LLC., a Missouri limited liability company, hereinafter referred to as "Contractor," and with City and Contractor hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of performing micro surfacing, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City's contractor for the purpose of performing micro surfacing, as described in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within ninety (90) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct asphalt and milling overlay as follows:

   a. Micro Surfacing. 61,611.96 SQ ($3.92 per unit) and mobilization.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Two Hundred Forty-One Thousand Five Hundred Eighteen and 88/100 ($241,518.88) – the full amount of this contract – within fifteen (15) days of Contractor's completion and City's acceptance of the work.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only.

The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contactor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Payment set forth in this Agreement.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's ownership rights in the Work Product.

19. Liquidated Damages. Time is of the essence of this Agreement. If Contractor shall neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of $500.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

20. Non-Appropriation. Intentionally omitted.

21. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Vance Brothers, LLC
ATTN: Robert A. Vance
5201 Brighton Ave.
Kansas City, MO 64130

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

23. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Two Hundred Forty-One Thousand Five Hundred Eighteen and 88/100 ($241,518.88)– the full amount of this contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any

payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

25. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Two Hundred Forty-One Thousand Five Hundred Eighteen and 88/100 ($241,518.88)– the full amount of this contract – conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

26. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

27. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

29. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program

provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

31. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

32. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

33. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

34. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

36. Waiver. Waiver of any provision of this Agreement or 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.

37. Warranty. In addition to any other warranties in this Agreement, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

_____
Tom Workman, Mayor

ATTEST:

_____
Cheyenne Wright, City Clerk

VANCE BROTHERS, LLC

_____
Robert A. Vance, Vice President

EST 1878
NEOSHO
CITY OF SPRINGS

CITY OF NEOSHO
203 E. MAIN ST.
NEOSHO, MO 64850
(417) 451-8050 PHONE
(417) 451-8065 FAX
WWW.NEOSHOMO.GOV

ADDENDUM #2 TO BID DOCUMENTS

AS OF May 5, 2026, THE FOLLOWING CHANGE HAS BEEN MADE IN THE BID FORM

The full mill amount from 2,885.77 to 6,492.55 sy.

BID FORM

Special bidding notes: Detailed Street locations are available on the plan sheet. Full mill locations are noted on the scope of work quantities sheet. For furnishing all labor, materials, and equipment to complete the scope of work as defined 2026 Project. Street Overlay/Milling, Micro-surfacing and Striping totals must be separated into their own totals.

BID A

Streets Overlay	1,895.93 Tons	Unit Price $ No Bid	Total Cost $_____
Streets Transition Milling	425' Linear ft	Unit Price $ No Bid	Total Cost $_____
Full Mill	6,492.55 sy	Unit Price $ No Bid	Total Cost $_____
Edge Mill	726.62 sy	Unit Price $ No Bid	Total Cost $_____

Mobilization for all total Cost $_____

Streets Total Cost $_____

BID B

Micro Surfacing	61,611.96 SQ	Unit Price $ 3.92	Total Cost $ 241,518.88

BID C

Paint

Square and a block off

Industrial DR **Unit Price $** No Bid **Total Cost $**_____

Total for all $ 241,518.88

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO
Projected Shipping Date: Upon Notice To Proceed

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Vance Brothers, LLC

ADDRESS: 5201 Brighton Ave., Kansas City, MO 64130

PHONE: 816-923-4325

EMAIL: ASewell@VanceBrothers.com

BY: Robert A. Vance
Vice President

VANCE BROTHERS, LLC
CORPORATE SEAL
MISSOURI

EST 1878
NEOSHO
CITY OF SPRINGS

City of Neosho
203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.GOV

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Thursday, May 14, 2026,** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.
The bid will be for the following:

Project: 2026 Street Overlay, Micro-surfacing, and Stripping

Please label the envelope: 2026 Streets Overlay, Micro-surfacing and Stripping
Bid Opening Thursday May 14, 2026 @ 10:00 a.m.

Note:
THERE WILL BE A PRE BID MEETING ON MAY 7TH AT 10:00 A.M AT 203 EAST MAIN STREET NEOSHO
This bid should include the start date for this project.

Questions concerning the specifications and bid procedure should be directed to Bo Noah, Public Works Director, at the following address/phone: 417-451-8071, 200 Nelson AVE. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury liability insurance providing for a limit of not less than one hundred thousand dollars ($100,000.00) for all damages arising out of bodily injuries to or for the death of one (1) person and subject to the limit for each person, a total limit of three hundred thousand dollars ($300,000.00) for all damages arising out of bodily injuries to or death of two (2) or more persons in any one (1) accident.

2. Comprehensive general contractor's property damage liability insurance providing for a limit of not less than fifty thousand dollars ($50,000.00) for all damages arising out of injury to or destruction of property in any one (1) accident and subject to that limit per accident, a total aggregate limit of three hundred thousand dollars

($300,000.00) for all damages arising out of injury to or destruction of property during the policy period.

3. All insurance required herein must cover below-grade damage to be in full force during the entire construction process; and further be with a company approved by the City of Neosho; and such insurance shall cover the licensee and all employees of the licensee who may perform work in the City of Neosho, under the provisions of this Article.

4. Each contractor shall file a certificate showing that he/she has Workers' Compensation insurance if, under the laws of the State, he/she is required to carry such insurance.

5. Failure to comply with any of the requirements of this Section at any time during the term of the license shall result in immediate forfeiture of such license.

6. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars ($50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. *Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements.* Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. *Maintenance Agreement.* A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. *Maintenance Bond.* A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over $75,000.00 (click for Missouri Prevailing Wage Rate)
*Payment Bond Required for projects over $50,000.00
*City of Neosho Business License required
*W-9 Required
* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

Bo Noah
Public Works Director

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS AND DEFINED TERMS:

A) Prospective bidders are instructed to read and become very familiar with the current edition of the City of Neosho General Conditions and Technical Specifications and all revisions, these Instructions to Bidders in no way reduce the scope of or the contents of the provisions in the technical specifications.

B) Terms used in these Instructions to Bidders which are defined in the General Conditions and Technical Specifications have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the City (based on evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued before receipt of Bids).

C) Other terms used in the Bidding Documents and not defined elsewhere have the following meanings that apply to both the singular and plural thereof:

D) Responsive Bidder: Any person, firm, or corporation submitting a Bid for the work contemplated whose Bid Form is complete and regular, free of exclusions or special conditions, and has no alternative Bids for any item unless requested in the Technical Specifications.

E) Responsible Bidder: Any person, firm, or corporation submitting a Bid for the work who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

F) **Additional Purchases by Other Public Agencies:**
The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance form. Prices bid shall remain in full force for 90 days from the date of award.

2. COPIES OF BIDDING DOCUMENTS:

A) All copies of bidding documents are provided herein.

3. QUALIFICATIONS OF BIDDERS:

A) The successful bidder will be required to have completed ten (10) hours of OSHA safety training before performing any work.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

A) It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

B) Information and data reflected in the Contract Documents concerning underground facilities at or contiguous to the site is based upon information and data furnished to the City by owners of such

underground facilities or others. The City assumes NO responsibility for the accuracy or completeness thereof unless it expressly provided otherwise in the Special Provisions.

C) Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

D) Before submitting a bid each Bidder will be responsible for making or obtaining such explorations, tests, and data concerning physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. If the bidder elects to make explorations in public street rights-of-way excavation permission must be obtained from the Street Superintendent, a Division of the Public Works Departments.

E) Each bidder, upon request in advance, will be provided access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.

F) The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not shown on the plans are to be provided by the Contractor. Any related expense will be the responsibility of the Contractor.

G) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions to performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA:

A) Any questions pertaining to these Contract Documents, plans or specifications for this project, contact the Public Works Director #: 417-451-8071.

B) The City reserves the right to reject any or all proposals and to waive technicalities.

6. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

A) The names, addresses, telephone numbers, and proposed work items and amount of all subcontractors the bidder expects to use in performing the work under this proposal shall be furnished with the proposal. If no subcontractors are expected to be used, a statement to the effect must accompany the bid. After the bid opening, the successful bidder may not substitute any of the subcontractors identified in the bid, except with the approval of the City and for good cause shown. The availability of another subcontractor at a lower cost to the general contractor after the general contractor's bid has been accepted by the City shall not constitute good cause for such substitution.

B) The Contractor shall not assign or sublet the contract or any portion of the contract without the written approval of the City in accordance with the General Conditions and Technical Specifications. The form of approval shall be completion and submittal of the enclosed subcontractor form including a statement of qualifications of the subcontractor and assurances that the subcontractor is legally bound to comply with all the requirements of the contract as they would apply to the prime contractor, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc.

C) No subcontract shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the contract and all transactions will be made through the contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the contractor.

D) If approval is given for subletting work, the Contractor shall perform with his own organization work amounting to not less than fifty (50) percent of the total contract cost. The percentage of work to be performed shall be computed using the bid items as shown on the bid proposal and the unit prices as submitted by the Contractor. No breakdown of the bid items will be allowed, such as breaking an excavation bid item into labor, equipment, fuel, etc... The unit prices used in the computation will be the bid price on the bid proposal, not the price the Contractor is to pay the subcontractor. The contract value of items so designated as specialty items in the contract by the Special Provisions when subcontracted, may be deducted from the total contract price before computing the amount of work required to be performed by the prime contractor.

E) No subcontractor may further subcontract any of his work.

7. BID FORM:

A) The Bid form is included with the Bidding Documents; additional copies may be obtained from Public Works Department.

B) All blanks on the Bid form must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.

C) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

D) The address and telephone number for communications regarding the bid must be shown. All names must be typed or printed below the signature.

E) The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8. SUBMISSION OF BIDS:

A) Bids shall be submitted at the time and place indicated in the Notice to Contractors and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **"BID ENCLOSED"** on the face of it.

B) Prospective Bidders are furnished one (1) bound copy of the Bidding Documents with one (1) unbound copy of the Bid Form. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security, and other required data or documents.

C) A bid bond secured by an approved surety or sureties must be submitted for no less than five percent of the amount of the bid.

9. OPENING OF BIDS:

A) Bids will be opened, and the total amount of the bid read aloud publicly. Bids will be made available to bidders after the opening of Bids.

B) A Bid Award will NOT be made at the Bid Opening. A final award may only be authorized by the Neosho City Council.

10. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:

A) All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

11. AWARD OF CONTRACT:

A) The City reserves the right to reject any, and all Bids, to waive any, and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder and the right to disregard nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the City reserves the right to reject the Bid of any Bidder it believes would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. Discrepancies between the indicated sums of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

B) In evaluating Bids, the City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or Prior to the Notice of Award.

C) In addition, the City may consider the qualifications and experience of any Subcontractors, Suppliers, or other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, or other persons or organizations must be submitted as provided in the Supplementary Conditions. The City may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

D) The City may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

E) If contract for this project is to be awarded, it will be awarded on the basis of the Bid(s) with the lowest total bid, from the lowest responsive, responsible, qualified Bidder whose evaluation indicates to the City that the award will be in the best interests of the Project and the City. The City will not accept tied Bids.

F) If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid Opening.

JOB SPECIAL PROVISIONS:

1. **General:**

All construction shall conform to City of Neosho, Missouri, General Conditions and Technical Specifications and all revisions thereto, as applicable except where noted differently in these documents. City of Neosho Technical Specifications and Construction plans and project specifications are available in the office of the Neosho Street Superintendent or on the City of Neosho web page. Contact, Street Superintendent, City of Neosho, at 417-451-8071 with any questions.

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed, or which conflicts with any provision of the Special Provisions shall have no meaning in the contract and shall be disregarded.

Where the Director of Public Works or Street Superintendent is referenced, it shall mean the City of Neosho by and through the City of Neosho - Public Works Dept.

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work

performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MODOT". These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

2. Work Zone Traffic Control:

All signing, and barricades shall conform to applicable portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction, Latest Edition, and all revisions thereto, and the Manual on Uniform Traffic Control Devices from the Latest Edition published by the Federal Highway Administration, including any revisions thereto.

Typical traffic control layouts are illustrated in Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). Additional traffic control layouts are shown on the plans. The contractor will be responsible for installing and maintaining all signs and barricades required for proper control of the traffic within the construction limits. As a minimum, the Contractor shall erect and maintain ROAD WORK AHEAD, END ROAD WORK SIGNS, and BUMP SIGNS at the project limits on streets under construction. These signs shall be in place at all times until all work is complete.

Charge for City Crew Call-Out: Any call-out of City crews for the purpose of removing, covering, or turning signs will be charged to the Contractor.

Cost and Payment: The cost of providing and maintaining signs, barricades, temporary pavement markings, pavement marking removal and temporary relocation of existing signs shall be at Contractors expense.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been approved by the City or Inspector on the project. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stage there shall be in place only those devices that apply to the conditions present during the stage in progress.

Signs that do not apply to existing conditions shall be removed, covered, folded, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic.

Notification to Property Owners: The Contractor shall keep adjacent property owners informed at all times regarding the status of construction and provisions for access. The Contractor is required to maintain access to adjacent property owners within the project area at all times, except that the Contractor may close driveways as permitted in the construction phasing.

3. Prevailing Wage:

Contractor will be required to furnish an affidavit to the City stating that he has paid the prevailing wages as set forth in the latest edition Work Order Missouri State Annual Wage, Section 073, Newton County, (copy attached) including any revisions thereto, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law. It is agreed that all labor utilized in the construction of the improvements

shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established at any time by the Department of Labor and Industrial Relations of the State of Missouri for this project.

Wage interviews of the contractor's and subcontractors' work force may be made at random to verify that the prevailing wage rate is being paid. These interviews may bc on site examinations or a questionnaire mailed to the individual. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

The contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the contractor and each subcontractor in order to execute this contract. It shall be the responsibility of the contractor to notify the Division of Labor Standards when a violation of the law is discovered.

4. Completion Time:

The Contractor will be required to commence work under this contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to **complete the work within 180 calendar days from the date of the Notice to Proceed**.

The Contractor is required to provide an enough work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress.

The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Neosho General Conditions and Technical Specifications.

5. Liquidated Damages:

Failure or delay in completing the work in the time specified under the contract or as amended by a contract change order, shall result in liquidated damages being charged and withheld in accordance with the requirements of the General Conditions and Technical Specifications, shall be as follows.

6. Contractor Guarantee:

The Contractor shall be responsible for the condition of all material and all work performed as part of this contract and such material and labor shall be guaranteed by the Contractor and his surety against defective workmanship and/or material found to be defective in manufacture or which has been damaged in handling or placement after delivery for a period of 12 months after acceptance by the City. Contractor shall repair, replace, or otherwise make good at his own expense any such defect or failure which may become evident within the guarantee period, excepting as may be due to normal use or wear.

7. Certificates of Compliance:

Three copies of certifications are required for materials used on this project for demonstrating proof of compliance with materials specification requirements. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company, shall be notarized and shall contain the name and address of

the Contractor, the project name and location, and the quantity and the date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

8. Nondiscrimination:

Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, or political opinion or affiliation against any employee of said contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

9. Indemnity from Subcontractor Claims/Exceptions:

The Contractor shall be fully responsible to the City of Neosho for the acts and omissions of its subcontractors and material suppliers.

BID SPECIFICATIONS:

The bid packet is for the City of Neosho 2026 overlay, micro seal and restriping:

SUMMARY OF WORK:

The maintenance work to be performed under this contract shall consist of furnishing all materials, tools, equipment, and labor necessary for all work pertaining to the resurfacing with asphaltic concrete of specified streets as shown on the schedule of quantities hereinafter listed.

SCOPE OF WORK QUANTITIES:

Listing of streets on the resurfacing program and does not indicate the actual paving order to be followed. The contractor may organize this schedule to affect the most efficient paving order with final approval by the City of Neosho. Quantities or "tonnage" is estimated by City of Neosho.

SURFACE PREPARATION:

The Contractor shall be responsible for the preparation of streets. The Contractor shall be responsible for sweeping and removal of all loose surface material.

MONITORING OF TRAFFIC:

The contractor shall be responsible for the distribution of informational bulletins and other material to inform the public of street maintenance operations. The actual bulletins, press releases, and other printed material must be approved in advance by the City.

RIGHT-OF-WAY:

All work under this contract shall be done within street right-of-way. Upon completion of each street, the contractor shall leave the area within the right-of-way free from tack coat spills, surplus asphaltic concrete from the paving operation or from cleaning of paving machine, and/or any other debris associated with the paving operation. It will be the responsibility of the contractor to restore any items (i.e. curbs, sidewalks, driveways, shrubbery, utility facilities, etc.) within the right-of-way damaged due to the paving process.

TRAFFIC CONTROL:

The work shall be carried out at all times in a manner causing a minimum interference with traffic. The contractor shall provide necessary barricades, warning signs, lights, and flag persons in accordance with MUTCD guidelines to safely expedite the movement of traffic. The contractor shall barricade or divert traffic from all asphaltic concrete laid until it is cooled for an enough period of time to prevent scuffing or flushing of the asphalt surface wherever possible. The contractor shall post "no parking" signs, at least 24 hours prior to commencement of paving operations. It shall be contractor's responsibility to coordinate with the Neosho Police Department to ensure all vehicles are removed from the street so as to ensure an orderly progression of the work.

UTILITIES TO BE MARKED:

The contractor shall mark and record each utility opening or manhole which is covered by resurfacing. The respective utility will be responsible for raising their facility to the new surface level. Any utility facility which is broken or damaged by the contractor shall be replaced entirely at the contractor's cost.

ASPHALT SURFACE COURSE:

Asphalt overlay shall be **BP2** hot mix asphalt pavement. Overlay course shall be either a 1.5'', 2'', or 3" as noted in the scope of Work Quantities document. The mix shall conform to Missouri state highway Department requirements for section **401** Asphaltic pavements and be in accordance ASTM design grades. The mix requirements shall be substituted as stated in section **401.5.2** and be in accordance of gradation, asphalt content, deleterious, and density acceptance of Sec 401.

TACK COAT APPLICATION:

Tack coat shall be anionic emulsified asphalt. Immediately prior to paving, a tack coat shall be applied to the clean surface at a rate of 0.10 to 0.20 gallons per sq. yd. Pools of primer material remaining on the surface after application shall be removed. All traffic not essential to the work shall be kept off the tack coat. Care shall be taken when applying the tack coat to prohibit the spray from adhering to any objects other than the surface to be paved. The contractor shall be held responsible for removing tack coat from such objects. The contractor shall

apply tack coat only to those streets which he/she will resurface each day. **Tack oil application shall be included in the bid amount.**

LEVEL OR WEDGE COURSE:

A level or wedge course may be necessary on various streets as prescribed by the director or his/her agent. All level or wedge courses shall be placed in such a manner that their joints are staggered with the wearing course. Level or wedge course thickness will vary from 0 to 1.5" depending on the depth of the depressed area. In areas where more than 1.5" of level or wedge are required, additional lifts will be used. The contractor shall arrange his/her paving to provide hot joints wherever possible. Where it is necessary to leave a cold joint, the edge will be squared vertically and horizontally and compacted. When matching a cold joint, the contractor will paint the joint with emulsion prior to paving. Depth of the wearing course shall be 1" to 1.5'' depending upon surface conditions. Asphalt laid adjacent to gutter lines shall meet the existing grade. All driveway and intersections shall have asphalt laid in such a way as to prevent bumps or dragging. Turn-out paving at driveways and intersections shall be allowed as indicated by the Director or his/her representative**. All leveling wedge work shall be as needed and is estimated in the total tonnage amount.**

COLDMILLING:

Conform to Missouri State Highway Department section **622.10.** Roadway lane milling shall be standard 7' width measuring out from curb/gutter. Milling at all driveways, intersections, and the end of road sections shall be standard 24'' width to accommodate a smooth transition with the new pavement. The contractor shall mill areas to a minimum depth of 1.5" or as designated by the City staff. The City will keep all milling material. Contractor will be responsible for hauling all milling material to a designated dumping area provided by City staff. **All Milling work shall be included in the bid amount.**

ROLLERS:

All rollers, vibrators, or other equipment used to compact the asphaltic mixture shall be in satisfactory working condition. All rollers shall be capable of reversing without backlash, and steel wheel rollers shall be equipped with scrapers. Pneumatic tire rollers shall be self-propelled, of the oscillating-type, and equipped with smooth tires of equal size, diameter, and ply rating, all maintained at the same inflation pressure. Rollers shall have a system for moistening each wheel or roll. The following types of rollers shall be provided: 1. Initial Rolling: Eight-ton or 12-ton three-wheel roller or two-wheel tandem-type roller, or pneumatic tire roller (adjusting ballast and tire inflation pressure as required). 2. Intermediate Rolling: Pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure uniformly for all wheels. The contractor shall furnish evidence regarding tire size, pressure, and loading to confirm that 80 pounds per square inch contact pressure is being developed. 3. Final Rolling: Not less than 10-ton two- or three-wheel tandem-type roller.

DAMAGE TO MAILBOXES AND OTHER PERSONAL PROPERTY:

If any damage occurs to mailboxes or other personal property belonging to citizens during the performance of the contract, it shall be the responsibility of the contractor to make repairs and/or replacements.

WEATHER LIMITATIONS:

Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 degrees F. (2) on any wet or frozen surface or (3) when weather conditions prevent the proper handling or finishing of the mixture, as determined by the Director or his/her designated representative. Mixture shall not be placed during inclement weather.

PAVEMENT MARKING:

All roadways open to traffic shall have either temporary or permanent pavement markings. Temporary pavement marking may be used in lieu of permanent marking for no more than 14 days after completion of final paving operations. All permanent pavement markings must conform to Missouri State Highway Department section 620.

Scope of Work Quantities

Streets Overlay

	Street Name	Length	Width	Total	Depth	Total ton	Map #
	Shaw	1,986	20	39,526	1.5	367.65	1
	Willams Ave	1,550	22	33,880	4	841.98	1
*	Ray St North Half	544.97	18	9,626	1.5	90.83	2
**	Ray St Island	40	40	1,600	1.5	14.81	2
	Ray St South half	296	18	5148	1.5	49.33	2
**	N Valley ST	321.85	20	6,228	1.5	59.52	3
**	E Hickory	1455.85	35	50,605	1.5	471.80	4

ASPHALT TOTAL TONNAGE FOR STREET OVERLAY: 1,895.93

TRANSITION MILLING, EST LINEAR FT FOR STREETS: 425'

***EDGE MILL, EST SQYDS FOR STREEST: 726.62 sy**

****FULL MILL, EST SQYDS FOR STREETS: 2,885.77 sy**

___LEVELING WEDGE AS NEEDED. THIS IS INCLUDED IN THE TOTAL TONAGE OF ASPHALT.

TRANSITION MILLING AT DRIVEWAYS, INTERSECTIONS, STOPS, AND STARTING POINTS FOR NEW ASPHALT TO ENSURE SMOOTH TRANSITION FROM OLD TO NEW AS NEEDED AND INSTRUCTED BY THE STREET DEPT SUPERVISOR. A MINIMUM OF 7' EDGE MILLING SHALL BE DONE ON NOTED STREETS WITH CURB AND GUTTER.

PLAN SHEET MAPS # 1-4 INCLUDED IN BID DOCUMENTS

Note:
THERE WILL BE A PRE BID MEETING ON MAY 7TH AT 10:00 A.M AT 203 EAST MAIN STREET NEOSHO
This bid should include the start date for this project.

Modot Engineering Policy Guide (EPG)

413.1 Micro-Surfacing

413.1.1 Description

Micro-surfacing is a slurry seal that uses a polymer-modified emulsion binder, a high quality dense graded aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on a paved surface. The filler can be Portland cement, hydrated lime or other approved materials. A self-propelled continuous loading machine or a truck-mounted machine is used to proportion and mix the material and apply the mixture to the pavement surface.

Micro-surfacing is used to retard raveling and oxidation of the pavement, fill non-plastic ruts, reduce the intrusion of water, improve surface friction, and remove minor surface irregularities. After placement, the water "breaks" and evaporates, leaving a hard asphalt/cement/aggregate mixture that is resistant to further compaction or movement. Because the aggregates required to make such a mixture are hard and angular, the mixture has good friction properties, and can also be used to improve surface friction conditions. It should not be used primarily for sealing surfaces, due to the rigidity of the mixture.

Micro-surfacing is not a structural layer and will not bridge any distress. Micro-surfacing will not stop further rutting, does not contain rejuvenators and will not rejuvenate an oxidized surface, and does not fill or seal cracks. Existing cracks wider than ¼-inch should be crack filled or pre-treated with a scrub seal or seal coat prior to a micro-surface. Otherwise, existing cracks will reflect through the micro-surfacing within a few months.

Micro-surfacing is applied using a slurry/screed operation. It may be used to fill ruts, one at a time, or, for shallower rutting, it may be used with a "scratch" coat, just filling the low or shallow points to restore the cross slope. There is some consolidation as the water leaves, thus deeper applications should be done in multiple layers with a time interval in between applications.

413.1.2 Use in Contracts

The bituminous material in a micro-surface is a polymer modified asphalt emulsion that is in accordance with Sec 1015.20.5.2. Differing aggregate sizing (Type II, III, or IIIR) and aggregate types (Grade A, B, or C) are available. Also, selections of single pass or double pass of micro-surfacing may be selected depending on the conditions of the existing pavement and performance goals. The following guidelines help the appropriate selection process for micro-surfacing mixtures.

413.1.2.1 Micro-Surfacing Type Selection

Single Pass Micro-Surfacing

Type II micro-surface contains a very fine aggregate gradation that is most beneficial to be used strictly as preventative maintenance treatment. The existing pavement should be in good condition with minimal distress. "Good condition" is defined as an IRI of less than 100 in/mile and a Condition Index of 7 or greater. A single pass of Type II is not recommended for Portland cement concrete surfaces.

Type III micro-surface is relatively coarser aggregate gradation that is used on pavements that are in good to fair condition that have minor rutting issues and low quantity and severity of cracking. "Fair condition" is defined as an IRI of less than 120 in/mile and a Condition Index of greater than 5. Type III micro-surface has a rough texture that can be used to increase the frictional properties of a roadway. A single pass of Type III is not recommended for Portland cement concrete surfaces.

Type IIIR differs only in application compared to a Type III. Type IIIR is specified as a separate operation at isolated locations for treating moderate to severe rutting, filling existing rumble strips, or other depressed areas. Type IIIR is measured and paid for by the ton and placed in multiple lifts as necessary to level the profile prior to a separate surface treatment.

Double Pass Micro-Surfacing

A double pass micro-surface should also be utilized as a preventative maintenance treatment that follow the same pavement condition requirements as the single pass. However, a double pass of micro-surfacing can be viewed as a short-term pavement solution that is comparable to the performance of an Ultra-Thin Bonded Asphalt Wearing Surface (UBAWS). A double pass of micro-surfacing is also acceptable on Portland cement concrete pavement. There are multiple micro-surfacing combinations to

Neosho, MO
800.0 0 400.00 800.0 Feet
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION
Legend
1: 4,800
Notes
Map 5
Industrial Dr. & Second St
NEOSHO
CITY OF SPRINGS

Neosho, MO

200.0 0 100.00 200.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

1 : 1,200

Notes

Map 6
Rockhill Dr.: micro surfacing

Neosho, MO
400.0 0 200.00 400.0 Feet
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION
Notes
Map 7
Hickory Ave & Midson Ave
Legend
NEOSHO
CITY OF SPRINGS

Neosho, MO

Legend

400.0 0 200.00 400.0 Feet

Notes

Map 8
Hickory St & Saint John St

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO

Legend

400.0 0 200.00 400.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Map 9
Square Micro surfacing streets
Washington St
Main St
Spring St
Wood St

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 2, 2026
ITEM: Assistance to FireFighters Grant Application
ORIGINATING DEPARTMENT: Fire Department
ATTACHMENT: None

PURPOSE:
The purpose of this agenda item is to seek City Council's approval to apply for the Assistance to Firefighters Grant(AFG).

BACKGROUND:
The Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) program provides funding to fire departments for critical needs, including the replacement of fire apparatus. The Neosho Fire Department has identified the need to replace an aging fire engine that has exceeded its recommended service life and is becoming increasingly costly to maintain, with growing concerns regarding reliability and operational safety.

Replacement of this engine will significantly improve emergency response capabilities, enhance firefighter safety, and ensure compliance with current National Fire Protection Association (NFPA) standards. The AFG program provides an important opportunity to offset the substantial cost associated with purchasing a new fire engine.The City of Neosho will be responsible for a 5% match of the total amount if we are awarded the grant.

RECOMMENDATION:
Staff recommends that the City Council approve the submission of an application for the FEMA AFG grant for the acquisition of a new fire engine, and authorize the use of Harry S. Truman as the grant-writing service.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 2, 2026
ITEM: Neosho Municipal Pool - YMCA

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:

1. **2025 Out Door Pool PL_YMCA**
2. **Bill No. 2023-191 YMCA Contract RE Neosho Municipal Pool**

PURPOSE:
The YMCA requested to discuss contractual terms with City Council due to inflation.

BACKGROUND:
The City of Neosho contracted with the YMCA to manage and operate our city pool. The contract was for a 3-year term; 2026 is the final year ending in December. Due to rising costs such as minimum wage, electricity costs ect.. since the original contract was initiated, the YMCA would like to determine if any future assistance to manage to pool could be discussed.

RECOMMENDATION:
Staff seeks guidance from Council.

Tri-State Family YMCA
MO City Pool Profit & Loss
April through September 2025

	Apr - Sep 25
Ordinary Income/Expense	
Income	
PROGRAM INCOME	
1300 · Total Program Service Fees	
1340 · Family & Youth Activities	8,025.00
1342 · Swim Lessons	4,742.50
1343 · Aquatics	12,153.81
1361 · School Groups	280.90
1398 · Program Disc - Fin Assist	32.50
Total 1300 · Total Program Service Fees	25,234.71
1380 · Management Services	45,000.00
Total PROGRAM INCOME	70,234.71
100 · CONTRIBUTIONS	
4305 · Annual Support Campaign	0.00
Total 100 · CONTRIBUTIONS	0.00
1400 · TOTAL SALES TO MEMBERS	
4321 · Vending Sales	24,480.86
5321 · Vending Purchases	-10,660.11
Total 1400 · TOTAL SALES TO MEMBERS	13,820.75
1700 · TOTAL MISCELLANEOUS INCOME	
1709 · BAD DRAFTS OR CHECKS	
1710 · BAD CHECKS/DRAFTS	0.00
Total 1709 · BAD DRAFTS OR CHECKS	0.00
1719 · Over/Short on Funds (Cash)	-10.00
Total 1700 · TOTAL MISCELLANEOUS INCOME	-10.00
4999 · Financial Assistance	-32.50
Total Income	84,012.96
Gross Profit	84,012.96
Expense	
2100 · SALARIES	
2110 · Wages - Exempt	21,944.00
2122 · Wages - Program Aquatics PT	79,769.14
Total 2100 · SALARIES	101,713.14
2200 · TOTAL BENEFITS	
2210 · Health Insurance	1,223.28
2220 · Retirement Contribution	1,181.60
2231 · Group Life Insurance	35.64
2240 · Disability Insurance	32.94
Total 2200 · TOTAL BENEFITS	2,473.46
2300 · PAYROLL TAXES	7,975.98
2400 · PROFESSIONAL FEES	
2420 · Eft and Credit Card Fees	77.07
Total 2400 · PROFESSIONAL FEES	77.07

	Apr - Sep 25
2500 · SUPPLIES	
2510 · OFFICE SUPPLIES	95.67
2515 · SUPPLIES - BLDG & GROUNDS	
2516 · Pool Chem	9,054.78
2515 · SUPPLIES - BLDG & GROUNDS - Other	382.96
Total 2515 · SUPPLIES - BLDG & GROUNDS	9,437.74
2580 · Subtotal Prog Supplies	
2541 · Training-supplies	299.59
2543 · Aquatics Supplies	2,064.30
2546 · Family Activities (Dance,Movies	34.06
Total 2580 · Subtotal Prog Supplies	2,397.95
Total 2500 · SUPPLIES	11,931.36
2700 · POSTAGE	0.00
2800 · TOTAL OCCUPANCY	
2830 · Utilities - Electric	2,565.18
2842 · Repair & Maintenance	373.48
Total 2800 · TOTAL OCCUPANCY	2,938.66
3100 · PRINTING & PROMOTION	
3160 · Marketing	755.92
Total 3100 · PRINTING & PROMOTION	755.92
3200 · LOCAL TRANSPORTATION	
3210 · Mileage	125.30
Total 3200 · LOCAL TRANSPORTATION	125.30
3301 · TRAVEL & EMPLOYEE EXPENSES	
3310 · Employee Training & Travel	1,572.31
3320 · Meeting Expenses	16.16
3335 · Staff Uniforms	581.75
3350 · Awards & Recognition	164.52
3360 · Employee Hiring Exp.	595.20
Total 3301 · TRAVEL & EMPLOYEE EXPENSES	2,929.94
5000 · DUES & SUBSCRIPTIONS	
3400 · Newspaper/ IT Subscriptions	214.00
Total 5000 · DUES & SUBSCRIPTIONS	214.00
6560 · Payroll Expenses	0.00
Total Expense	131,134.83
Net Ordinary Income	-47,121.87
Other Income/Expense	
Other Income	
2001 · Association Dues (Assoc & Nat)	-16,092.18
Total Other Income	-16,092.18
Net Other Income	-16,092.18
Net Income	**-63,214.05**

COUNCIL BILL NO. 2023-191 **ORDINANCE NO. 462-2023**

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of managing and operating the Neosho Municipal Pool for the not to exceed price of Forty Five Thousand and 00/100 Dollars ($45,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation, for the purpose of managing and operating the Neosho Municipal Pool for the not to exceed price of Forty Five Thousand and 00/100 Dollars ($45,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 5th day of December, 2023, by a vote of 7-yes, 0-no.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

INDEPENDENT CONTRACTOR
AND LICENSE AGREEMENT

THIS INDEPENDENT CONTRACTOR AND LICENSE AGREEMENT ("this Agreement") is made and entered into this 21 day of ~~December~~ November, 2023 ("the Effective Date"), by and between the City of Neosho, Missouri, a Missouri Municipal Corporation ("City"), and Tri-State Family Young Men's Christian Association, a Missouri Non-Profit Corporation ("Contractor"), and with City and Contractor being referred to collectively as "the Parties."

W I T N E S S E T H:

WHEREAS, City is the owner of real property and improvements, commonly known as the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, Missouri, hereinafter referred to as "the Property"; and

WHEREAS, Contractor is a Missouri Non-Profit Corporation with aquatics facilities and programming; and

WHEREAS, City desires to hire Contractor to manage and operate the Property as a municipal pool pursuant to the terms and conditions of this Agreement; and

WHEREAS, Contractor desires be hired by City to manage and operate the Property as a municipal pool pursuant to the terms and conditions of thisAgreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Term. The original term of this Agreement shall commence on the Effective Date, for a term of three (3) years extending to and until December 5, 2026.

3. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following services:

a. Contractor agrees to manage and operate the Property as a municipal pool.

b. Contractor agrees to comply with all applicable licensing and regulations, including those promulgated by the Missouri Department of Health and Senior Services.

c. Although the exact dates may change from year to year, it is the intent of the Parties that the pool will be open to the public daily between Memorial Day and Labor Day of each year. City will fill the pool with water at least 10 days prior to opening to the public each

year. Contractor will immediately notify City if Contractor closes the pool during normal hours of operation.

d. Contractor is entitled to retain any admission and rental income from the Property. Contractor will charge Neosho residents as follows: free for ages 3 and under; $2.00 daily for ages 4-15; and $3.00 daily for ages 16 and over. Neosho residents may rent the municipal pool at the rate of $200 for 2 hours without inflatables or $250 for 2 hours with inflatables. In no event will Neosho residents be charged more than non-residents. However, Contractor may waive the foregoing fees for its members as a benefit of membership.

e. Contractor will provide an adequate number of lifeguards, all of whom will be certified by the Red Cross or YMCA.

f. Contractor will maintain the Property, including day-to-day cleaning of the grounds, locker rooms, and pool. Contractor is responsible for the cost of locker room paper products. Contractor will maintain the chemistry of the pool. Contractor is responsible for the cost of pool chemicals. Contractor is responsible for the cost of electric utilities for the months of May, June, July, and August. City is responsible for mowing the Property. City is responsible for all other utilities.

g. Contractor will have the exclusive right to provide swimming lessons and water exercise at the Property.

h. Contractor will immediately notify City of any necessary repairs at the Property. Any repairs will be at City's sole discretion.

i. Contractor will immediately notify City of any injuries on the Property.

j. City and Contractor may agree to additional services as herein provided.

4. Costs and Payment. It is agreed by the Parties that Contractor will be compensated for the foregoing Scope of Services at the annual rate of $45,000.00. Contractor will be paid as follows: 25% on May 25 of each year; 25% on June 25 of each year; 25% on July 25 of each year; and 25% on August 25 of each year. Contractor may annually increase the fees payable under this Agreement by an amount not to exceed the average annual change for the prior calendar year in the Consumer Price Index for All Urban Consumers – All Items (seasonally unadjusted) (collectively the "CPI-U""). In no event will City be liable for overtime pay. Contractor will provide all labor, materials, and equipment.

5. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal

Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

6. License. City grants Contractor a non-exclusive license to access and use the real property and improvements commonly known as the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, Missouri, herein referred to as "the Property" for the purpose of managing and operating the Property as a municipal pool.

7. License Fee. Intentionally omitted

8. Fixtures and Alterations. City and Contractor agree that the Property is licensed in an "AS IS" condition. Licensee shall not make or cause to be made any alterations, additions, or improvements, or install or cause to be installed any trade fixtures, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the Property without first obtaining City's consent in writing. If this Agreement is terminated, any improvements made by Contractor will become the property of City, with no compensation of any kind owed to Contractor.

9. Damage or Destruction of the Property. In the event that the Property is destroyed or damaged so as to be unfit for use by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored, as determined at City's sole discretion, then this Agreement shall be automatically terminated.

10. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

11. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

12. Attorney's Fees and Expenses. Intentionally omitted.

13. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

14. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

15. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

16. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

17. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

18. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

19. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

20. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contactor shall not be liable for any loss or damage attributable solely to the negligence of City.

21. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Specifically, Contractor shall carry general liability and automobile insurance policies with coverage limits of no less than $2 million per policy.

22. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

23. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Neosho, Missouri
ATTN: City Manager
203 E. Main St.
Neosho, MO 64850

Tri-State Family Young Men's Christian Association
Attn: CEO
4701 Chouteau St.
Neosho, MO 64850

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 2, 2026
ITEM: Daugherty Road Detention Pond

ORIGINATING DEPARTMENT: City Manager
ATTACHMENT:
1. **PRELIMINARY PLAN**
2. **Daugherty Rd. Estimate, 4-21-2026**

PURPOSE:
Detention Basin on Daugherty Road.

BACKGROUND:
1) Reduces Flooding Risk
Captures stormwater during heavy rains and releases it slowly
Lowers peak flow and prevents drainage systems from being overwhelmed

2) Protects Downstream Areas
Reduces flooding impacts on homes, roads, and businesses
Helps stabilize flows in downstream channels and ditches
Supports protection of Neosho Blvd. commercial corridor

3) Improves Drainage System Capacity
Relieves pressure on existing pipes, culverts, and ditches
Allows current infrastructure to function more effectively during storms

4) Part of a Citywide Strategy
One component of a coordinated detention system across the watershed
Works with other planned ponds to maximize flood protection
Combined systems prevent downstream conflicts and timing issues in flow

5) Reduces Long-Term Damage and Costs
Provides temporary storage for floodwater, reducing overall damage
Helps avoid costly repairs to infrastructure and private property

The property owner has expressed a willingness to contribute funding for the project and donate the land needed for construction of the detention pond. If an agreement is finalized, the City would proceed with engineering, bidding, and construction.

RECOMMENDATION:

The Daugherty Road detention pond is a proactive solution that reduces flooding, protects businesses and infrastructure, and strengthens our entire stormwater system. Staff is seeking

recommendations to this project and partnership.


SCALE:
40'
0
20'
40'
N
2.71 ACRES
1.13 ACRES
0.14 ACRES
2.20 ACRES
1.67 ACRES
1.54 ACRES
60" ø RCP OUTLET PIPE

Project Name: Daugherty Road Detention Basin
Location: East of Business 60, North of Daugherty Road
Date: April 21, 2026

Construction					
Item #	No. of Units			Unit Price	Extended Total
1	3	AC	Clearing and Grubbing	$ 1,000.00	$ 3,000.00
3	15,534	CY	Unclassified Excavation	$ 18.00	$ 279,612.00
4	4,090	CY	Embankment in Place	$ 12.00	$ 49,080.00
5	420	LF	60" Dia. RCP	$ 500.00	$ 210,000.00
6	115	SY	Base Rock for Construction Entrance	$ 40.00	$ 4,600.00
14	3.0	AC	Finish Grading	$ 2,381.00	$ 7,143.00
15	3.0	AC	Topsoil, Seeding, Fertilizing, Liming and Mulching	$ 5,381.00	$ 16,143.00
17	1	LS	Maintain SWPPP, Including Reporting Requirements	$ 10,000.00	$ 10,000.00
18	1	LS	All Other Miscellaneous Items Necessary for Completion of the Project, Complete and In Place	$ 25,000.00	$ 25,000.00
19	1	LS	Mobilization	$ 40,000.00	$ 40,000.00
				SUBTOTAL	$ 644,578.00
Engineering					
			Engineering Design		$ 90,000.00
	2	EA	Property Appraisals (Bank & Carwash)	$ 1,000.00	$ 2,000.00
	2	EA	Property Description (Legal Discriptions, Property Pins)	$ 2,500.00	$ 5,000.00
			Hydrologic and Hydraulic Analysis with Reporting		$ 15,000.00
			Geotechnical Investigations		$ 8,000.00
			Survey (topographic, Utility and Boundary)		$ 9,000.00
			Contract Administration		$ 20,000.00
			Resident Inspection (3-Months Duration)		$ 30,000.00
				SUBTOTAL	$ 179,000.00
			Total Estimated Costs		$ 823,578.00

Cost are based upon nonfederal funding

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: June 2, 2026
ITEM: 125 North College St

ORIGINATING DEPARTMENT: City Manager
ATTACHMENT: None

PURPOSE:
Request from Crowder College to Conduct Building Assessment at 125 North College Street.

BACKGROUND:
To consider authorizing Crowder College to conduct a building assessment of the city-owned property at 125 North College Street to determine whether the facility could meet the college's needs for a downtown instructional space. If the building is not suitable, Crowder College would continue evaluating other locations. If the building is suitable, any future discussion regarding possible acquisition would occur at such time as the City is prepared to come to an agreement for sale.

RECOMMENDATION:

Due Date
Shut off days
Read meters??
New Billing
- Bills to PO

2026 CALENDAR

Jan

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

01 New Year's Day
19 M L King Day

Feb

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

16 Presidents' Day

Mar

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Apr

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

03 Good Friday
05 Easter Sunday

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25 Memorial Day

Jun

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19 Juneteenth

Jul

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

03 Independence Day Holiday
04 Independence Day

Aug

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

07 Labor Day

Oct

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 Columbus Day

Nov

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11 Veterans Day
26 Thanksgiving Day

Dec

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

25 Christmas

Template © calendarlabs.com

MAW - billed next day
Due 21 days after bill date.