NOTICE OF OPEN MEETING

Posted 5:00 p.m., May 15, 2026
Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, May 19, 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 5, 2026 Council Meeting Minutes
2. May 6, 2026 Special Session Minutes
3. Bill No. 2026-25: Airport Land Lease Agreement with Air Methods
4. Bill No. 2026-27: Request for Annexation of property located near Highway 86 and Jay Dr.
5. Bill No. 2026-28: Request to Rezone Property located at Highway 86 and Jay Dr from R-1 to C-3
6. Bill No. 2026-29: Surplus Item- Fire Department
7. Bill No. 2026-30: Agreement with Lexis Nexis Buy Crash and Auto Check
8. Bill No. 2026-31: Pace Systems, Inc Agreement
9. Amendments with Liberty contract

POLICE OFFICER PINNING AND OATH

1. Hope Birkinsha

VISITOR'S BUSINESS

BIDS

1. Overlay, Micro-Surfacing
2. Traffic Barricades for Event Safety

NEW BUSINESS

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

5. Bill No. 2026-36: Chapter 100 Bonds Issuance to LZB Manufacturing, Inc.
6. Resolution Bill No. 2026-16: Destruction of Records
7. Area Agency of Aging Use of Facility
8. Mirma 2026-2027 Assessment
9. Budget Transfer of Funds Form
10. Celebrate Neosho 2026 Update

REPORT OF CITY OFFICERS

1. April Financial Reports
2. Police Department Update
3. Badges and Burgers May 30th
4. Building Inspector
5. Pool Openings for Memorial Weekend

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 5, 2026 - 7:00 PM
Neosho Council Chambers
203 E. Main St., Neosho, MO

OPENING PRAYER & PLEDGE OF ALLEGIANCE

Pastor Miguel 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, Julie Humphrey, Angela Thomas, Tom Workman, and Jake Evans

COUNCIL ABSENT:
Ashton Robinson was absent.

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 Humphrey seconded.

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

CONSENT AGENDA

Councilman Cobb made a motion to approve the consent agenda:
April 21, 2026, Council Meeting Minutes
April 24, 2026, Special Session Minutes
Bill No. 2026-26; Councilman Collinsworth seconded.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

No: None
Abstain: None
Passed.

AWARDS AND PRESENTATION

Police Officers of the Quarter
Police Chief Russell presented Patrolman III Nathan Moudy and Officer Kayden Miller with Police Officers of the Quarter awards.

Leslie Forest Excellence in Government Award
City Clerk Wright and City Manager Kennedy presented Leslie Forest the Excellence in Government Award from GFOA.

VISITOR'S BUSINESS
There were no visitors present to speak.

BIDS

Property Sale for Property located at Austin Dr. and Howard Bush
City Manager Kennedy addressed the city council stating that the purpose of this item is to seek approval for the bid for sale of city property located on the Airport property at Austin Drive and Howard Bush. 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.

Councilwoman Thomas made a motion to approve the bid from Davco Warehousing Services, LLC in the amount of $110,513.00 for the purchase of Airport property at Austin Dr. and Howard Bush; Councilman Cobb seconded.

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

Health Insurance Broker Bid
City Clerk Wright addressed the city council stating that the purpose of this item is to seek approval for a contract with Insurance Benefits Consultants as our city health insurance broker. The current 3-year contract ends September 30, 2026.
The following bids were returned and opened on April 17, 2026:

Alliant- $30,000 annual fee plus commission on voluntary products.
Bukaty Companies- $15,000 flat annual fee plus standard commission on ancillary products.
Gallagher Benefit Services- Standard options include fees, commissions, or a combination of both. Additional programs and services available on a project basis for an additional fee.
Gallagher- Willing to accept the existing commission levels currently built into our carrier premiums.
Gould Agency- Rates and fees are negotiable at the time of quoting and policy review to align with the City's goals and budget.
HIC- Anthem Health- $25 per employee per month; flat 10% rate on ancillary benefits. No commission on MASA ambulance insurance.
Higginbothom- Option 1: Flat fee of $30,000 annually. Option 2: Anthem Health- $30 per employee per month and 10% ancillary.
Insurance Benefits Consultants- Anthem Health- $14 per employee per month and 10% ancillary for Allstate, Delta, and MASA. 15% for Mutual of Omaha.
Specialty Risk Management- Standard commission set by the insurance carrier. No additional administrative fees.

Councilman Collinsworth made a motion to approve the bid from Insurance Benefit Consultants; Councilman Evans seconded.

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

NEW BUSINESS

Bill No. 2026-25: Airport Land Lease Agreement with Air Methods
AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Aircraft Hangar Site Lease Agreement with Air Methods, LLC, a Delaware Limited Liability Company, for the purpose of approving a ninety-nine (99) year lease and permitting the construction and use of an aircraft hangar on the leased premises; authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-25 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2026-25; Councilman Cobb seconded.

Development Services Director Worster addressed the city council stating that the purpose of this agenda item is to seek council approval for a land lease agreement with Air Methods, LLC, an air

medical transport provider, for a long-term aircraft hangar site lease at the airport. Air Methods provides emergency air ambulance services and seeks to establish a permanent operational base at the airport to support medical response capabilities in the region. The proposed lease would grant Air Methods the right to lease approximately 37,026 square feet (0.85 acres) of airport property for the purpose of constructing and operating an aircraft hangar and associated facilities. The lease term is ten (10) years, with provisions for construction, use, maintenance, and compliance with all applicable federal, state, and local requirements, including FAA regulations, city building codes, and airport standards.

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

Bill No. 2026-27: Request for Annexation of property located near Highway 86 and Jay Dr.
AN ORDINANCE of the City of Neosho approving the voluntary annexation of a certain tract of land, as petitioned by Built Rite Properties, LLC, a Missouri limited liability company, owner of real property located at Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, to be annexed to the City of Neosho, Missouri, and for the extension of the city limits of the City of Neosho, embracing and including unincorporated real property located in Newton County, Missouri, hereinafter described.

City Attorney Snyder read Bill No. 2026-27 in title only.

Councilman Evans made a motion to approve and discuss Bill No. 2026-27; Councilwoman Humphrey seconded.

Development Services Director Worster addressed the city council stating that the purpose of this agenda item is to seek council approval for the remainder of this property to be annexed into the city limits at
86 & Jay. The surrounding property is already inside the city limits; the annexation has gone before the Planning and Zoning Commission and was recommended for approval. A public hearing for the annexation of this property was held during the April 21st Council Meeting with no opposition. The property owner is requesting to begin connecting to city utilities at this time for a business that is moving into the building.

Roll call vote:
Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans
No: None

Abstain: None
Passed.

Bill No. 2026-28: Request to Rezone Property located at Highway 86 and Jay Dr from R-1 to C-3

AN ORDINANCE of the City of Neosho to amend the zoning District Map for certain property within the limits of the City located Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, as requested by the owner, Built Rite Properties, LLC, a Missouri limited liability company, from a District "R-1" First Dwelling House District to a District "C-3" Commercial Business District.

City Attorney Snyder read Bill No. 2026-28 in title only.

Councilman Collinsworth made a motion to approve and discuss Bill No. 2026-28; Councilman Workman seconded.

Development Services Director Worster addressed the city council stating that the purpose of this agenda item is to seek council approval for the property to be rezoned to C3- Commercial Business District. Planning and Zoning Commission approved the rezoning of this property.

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

Bill No. 2026-29: Surplus Item- Fire Department

AN ORDINANCE of the City of Neosho, Missouri declaring certain personal property as surplus; and authorizing the City Manager to execute the appropriate documents.

City Attorney Snyder read Bill No. 2026-29 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2026-29; Councilwoman Humphrey seconded.

Fire Chief Houk addressed the city council stating that in 2021, when the Fire Department began the swift water team equipment was purchased by recommendation of other area teams and Mo Dept of Conservation. We leaned heavily from their experience on the equipment we needed to purchase for our team because they were experts in our area with experience and training. We have found out that one of the pieces of equipment was not correct and needs to be replaced for the safety of our team. We currently have a 30HP Suzuki long shaft motor on our inflatable rescue boat. That motor being so long creates a safety issue for our team while they are in the boat and

could cause the boat to capsize. I am requesting this motor be surplussed, and we would be allowed to use it for trade in for a new Suzuki 30HP motor with a short shaft that would allow us to have safer operations.

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

Bill No. 2026-30: Agreement with Lexis Nexis Buy Crash and Auto Check
AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the LexisNexis Coplogic Solutions, Inc., a Delaware corporation, for the purpose of providing license to the Neosho Police Department for law enforcement databases, AutoCheck and BuyCrash, requiring no appropriations by the City; and authorizing the Neosho Chief of Police to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-30 in title only.

Councilman Workman made a motion to approve and discuss Bill No. 2026-30; Councilwoman Humphrey seconded.

Police Chief Russell addressed the city council stating that the Neosho Police Department is responsible for the documentation, retention, and lawful distribution of traffic-crash reports generated within the City of Neosho. The Department utilizes LexisNexis Coplogic Solutions Inc. to manage these responsibilities through a secure, web-based platform that complies with state and federal privacy requirements, including the Driver's Privacy Protection Act (DPPA). The Law Enforcement Agreement establishes the general terms and conditions under which LexisNexis Coplogic Solutions Inc. provides services to the Neosho Police Department. These terms include system access, data security standards, audit provisions, and compliance with applicable federal and state laws. The agreement authorizes LexisNexis to act on behalf of the Police Department in distributing crash reports to authorized requestors while ensuring that ownership and control of departmental data remain with the city. Pursuant to this agreement, the LexisNexis BuyCrash Order designates LexisNexis as the exclusive online distributor of Neosho Police Department crash reports through the BuyCrash portal. This service allows members of the public, insurance carriers, and other authorized parties to obtain crash reports electronically without requiring unperson requests at the Police Department. There is no cost to the city for this service, and the City receives an agency fee of $1.25 per report when applicable. The order has an initial term of thirty-six (36) months with automatic annual renewals unless terminated with proper notice. In addition, the AutoCheck Vehicle History Agreement provides the Police Department with access to Experian AutoCheck vehicle history reports and vehicle monitoring tools through the LexisNexis Command Center. These tools assist officers and investigators by providing vehicle title information, theft

indicators, odometer discrepancies, and other relevant vehicle data used in criminal investigations and enforcement activities. This service is provided at no cost to the city as long as the LexisNexis agreement remains in effect. Together, these agreements improve operational efficiency, reduce administrative workload for Police Department staff, enhance public access to records, and support investigative functions while maintaining compliance with legal and data security requirements.

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

Bill No. 2026-31: Pace Systems, Inc Agreement
AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Pace Systems, Inc., a Illinois corporation, for the purpose of providing a cloud-based scheduling software for a five (5) year services agreement for the not to exceed purchase amount of sixty-six thousand three hundred twenty-five and 00/100 dollars ($66,325.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

City Attorney Snyder read Bill No. 2026-31 in title only.

Councilman Cobb made a motion to approve and discuss Bill No. 2026-31; Councilwoman Humphrey seconded.

Police Chief Russell addressed the city council stating that the bidding and review of the ERP system payroll/timekeeping was listed as an option. Only two companies were able to supply timekeeping separate from the ERP System during the bidding process. One company is over $24,000 annually and the other never responded when contacted for a demonstration. Staff began a review of additional software to perform scheduling for Police and Fire that would communicate with Springbrook. Two companies, Vector Solutions, who is a Sourcewell vendor, and Pace Systems, were scheduled for demonstrations. While Vector is a state bid, the system only supports scheduling at this time and does not have timekeeping for the city. Due to each department being required to purchase a web page for the scheduling, this places the cost above Pace Systems. Pace systems have both scheduling and timekeeping capabilities as well as communication with Springbrook for payroll. This will allow employees more accountability for their time and move the city to a digital format for approvals and increase efficiencies in payroll due to the communication between Pace and Springbrook.

Staff is proposing a 5-year agreement and payment is required upfront for the 5 years.The cost is $66,325 and will need to come from the fund balance of all the departments.

Roll call vote:

Yes: Carl Cobb, Charles Collinsworth, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None
Passed.

T- Hangar Lease Agreement
Development Services Director Worster addressed the city council stating that the purpose of this agenda item is to seek council approval to move forward with a T-Hanger Lease Agreement with James Richards. Mr. Richards informed us that his airplane would not be delivered within the 90 days as required by the lease and wanted to know if he could sign the lease and have an extension on the 90-day requirement to have a plane stored. Mr. Richards advised that his plane should be delivered in the first part of December 2026.

Councilman Collinsworth made a motion to approve the T-Hanger Lease Agreement extension to with James Richards; Councilman Evans seconded.

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

APPOINTMENTS AND VACANCIES
Councilman Cobb made a motion to approve the new appointments as follows:
Airport Board - Tom Workman
Enhanced Enterprise Zone Board - Jake Evans
Events Board - Jake Evans
Historic District Commission - Julie Humphrey
IOOF Cemetery Board - Carl Cobb
Parks and Recreation Board - Angela Thomas
Senior Citizen Committee - Carl Cobb
Traffic Commission Tom Workman; Councilwoman Thomas seconded.

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

REPORT OF CITY OFFICERS
City Attorney Snyder stated that an emergency meeting needs to be held May 6, 2026 due to urgent legal matters requiring immediate attention, making the standard 24-hour notice requirement impractical.
The City Attorney finds that good cause exists for holding the meeting on shortened notice in accordance with §610.020 RSMo.

Water and Wastewater Rate Review Update
Finance Director addressed the council regarding the possible utility sale stating that they will hold off on rate increases that are set to be brought to the council in May according to city code.

Public Safety Center Funding
Finance Director Forest addressed the council regarding the Public Safety Center going out for bid the end of June. Council had approved to use a portion of the utility sale proceeds for the gaps. However, the sale has not yet gone through. Staff have sought options for going out for an initial construction loan until the utility is sold. If it does not sell, then the city will go out for a bond.

Council by consent moving forward and bringing back documentation for approval.

Trash Billing
Finance Director Forest addressed council stating that the city's last bill went out for trash and, moving forward, Republic Services will be the only bill they receive moving forward.

Coffee with Council May 8th and Local Government Week

City Attorney Snyder stated that an emergency meeting needs to be held May 6, 2026 due to urgent legal matters requiring immediate attention, making the standard 24-hour notice requirement impractical.
The City Attorney finds that good cause exists for holding the meeting on shortened notice in accordance with §610.020 RSMo.

ADJOURN
There being no further business to come before the city 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, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans
No: None
Abstain: None

Passed.

Mayor Workman adjourned the May 5, 2026, Council Meeting at 8:18 p.m.

APPROVED

NEOSHO CITY COUNCIL

_____

Mayor

ATTEST

_____

City Clerk

MINUTES
NEOSHO CITY COUNCIL
May 6, 2026 - 11:30 AM
Neosho Council Chambers
203 E. Main St., Neosho, MO

The City Council determined that urgent legal matters requiring immediate attention created a situation in which providing the standard twenty-four (24) hour notice was impractical. Accordingly, the Council finds that good cause existed for holding this meeting on shortened notice in compliance with §610.020, RSMo.

CALL TO ORDER
Mayor Davidson called the meeting to order at 11:32 a.m.

ROLL CALL
COUNCIL PRESENT:
Carl Cobb, Charles Collinsworth, Julie Humphrey, Angela Thomas, Tom Workman, Jake Evans

COUNCIL ABSENT:
Ashton Robinson was absent.

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; Councilman Evans seconded.

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

CLOSED SESSION

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 (3) RSMo…Hiring, firing, disciplining or promoting an employee of a public governmental body.

Councilwoman Humphrey made a motion to to go into Closed Session under Section 610.021(1)

and 610.021(3); Councilwoman Thomas seconded.

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

Mayor Workman closed the open session meeting at 11:32 a.m.

Mayor Workman reconvened open session at 12:32 p.m. and announced that one vote was taken.

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; Councilwoman Humphrey seconded.

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

Mayor Workman adjourned the May 6, 2026 Special Session at 12:32 p.m.

APPROVED

NEOSHO CITY COUNCIL

_____

Mayor

ATTEST

_____

City Clerk

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 5, 2026
ITEM: Bill No. 2026-25: Airport Land Lease Agreement with Air Methods
ORIGINATING DEPARTMENT: Development Services Department
ATTACHMENT:

1. **Bill No. 2026-25 Airport Land Lease Agreement_Air Methods**

PURPOSE:

To consider approval of an aircraft hangar site lease agreement between the City of Neosho and Air Methods, LLC to allow construction and operation of an air ambulance hangar at the Hugh Robinson Memorial Airport.

BACKGROUND:

The City of Neosho has been approached by Air Methods, LLC, an air medical transport provider, regarding a proposed long-term aircraft hangar site lease at the airport. Air Methods provides emergency air ambulance services and seeks to establish a permanent operational base at the airport to support medical response capabilities in the region.

The proposed lease would grant Air Methods the right to lease approximately 37,026 square feet (0.85 acres) of airport property for the purpose of constructing and operating an aircraft hangar and associated facilities. The lease term is nintey-nine (99) years, with provisions for construction, use, maintenance, and compliance with all applicable federal, state, and local requirements, including FAA regulations, city building codes, and airport standards.

RECOMMENDATION:

Staff recommends approval of the land lease agreement with Air Methods and to authorize the Mayor to execute.

COUNCIL BILL NO. 2026-25 ORDINANCE NO. 704-2026

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Aircraft Hangar Site Lease Agreement with Air Methods, LLC, a Delaware Limited Liability Company, for the purpose of approving a ninety-nine (99) year lease and permitting the construction and use of an aircraft hangar on the leased premises; authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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

Section 1. That the Aircraft Hangar Site Lease Agreement with the City of Neosho as Lessor and Air Methods, LLC, a Delaware Limited Liability Company, as Lessee, for the purpose of approving a ninety-nine (99) year lease and permitting the construction and use of an aircraft hangar on the leased premises, 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

Section 3. That this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of May, 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

AIRCRAFT HANGAR SITE LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into ~~this~~ ____ as of ~~day of~~ _____ 202____ ("EFFECTIVE DATE"), between THE CITY OF NEOSHO HUGH ROBINSON MEMORIAL AIRPORT, hereinafter referred to as the "City", and Air Methods, LLC, a State of Delaware limited liability company, hereinafter referred to as "Lessee", with reference to the following facts:

1. That the City of Neosho is the owner of certain real property commonly known as the Hugh Robinson Memorial Airport located in the City of Neosho, County of Newton and State of Missouri.
2. That the City of Neosho shall be the "Lessor", and the "Lessee" desires to lease from the City certain real property hereinafter referred to as the "premises".
3. The parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, understanding, terms, conditions, and provisions set forth herein, the Lessor and Lessee agree as follows:

1. The City hereby leases, rents, and demises to the Lessee the ~~following~~ premises situated in the City, ~~:~~ ~~(LOT DESCRIPTION)~~ as shown on Exhibit "A" attached hereto and made a part thereof, with rights of the designated Taxiway reserved to the City for Airport use.
2. The term of this lease shall be for a period of ninety-nine ~~ninety-nineten~~ (~~99~~1099) years, commencing on the Effective Date, unless earlier terminated as provided for herein. ~~and This lease shall expire on the day immediately preceding the tenth (10th) anniversary of the Effective Date ending the _____ day of _____, 20____ at 12:00 midnight unless otherwise extended by the parties in writing~~. Lessee may terminate this lease without cause and without any liability, upon one hundred eighty (180) days' prior written notice to the City.

~~2.~~

3. It is mutually agreed and understood that the Lessee has entered into a certain proposal for the construction of an aircraft hangar upon the above-described premises upon which construction will begin when and if the detailed engineering plan submitted to the City Building Inspector is approved. A building permit must be obtained. In this respect, it is understood and agreed by and between the parties that in the event that the City Building Inspector does not approve the detailed engineering plans, then this agreement shall be null and void. Plans for any structures and improvements must meet the requirements as listed in Exhibit "B" attached hereto and made a part thereof, along with all other federal, state and local laws, regulations and codes relevant thereto.
4. It is further agreed and understood by the parties that the Lessee shall have a period not to exceed one (1) year from the date of signing this lease to complete the construction of said building. If construction is not completed within said one-year period, this timeframe shall automatically be extended so long as construction has begun and the Lessee is actively engaged in the ongoing construction of said building. Once completed, it is understood that said aircraft hangar is and shall remain the exclusive property of Lessee subject to any chattel mortgages.
5. Additionally, Lessee may place a City approved modular building to be used as overnight crew sleeping quarters upon the above-described premises.
6. It is further understood and agreed by and between the parties that in addition to the payment by the Lessee of the cost of the construction of the airport hangar building located on the above described premises, Lessee will pay as rental for the above described lands to the City during the term hereof, the sum of ten cents per square foot ($0.10/per square foot), for a total of $3,702.00 per year (ANNUAL LEASE AMOUNT) ($0.10 x 37,026 sq. ft. or 0.85 acres) payable annually in advance, the first of said payments being due upon the execution of this lease at the prorated amount of $~~-~~2,468.00_____, and the remaining payments being due on the third (3rd) day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. It is further understood and agreed that there shall be a mandatory site lease rent cost review every fifth (5th) year, for the duration of the lease, for

possible rent adjustment, up or down, based on inflation factors and airport improvements. Both parties understand that there will be a CPI (Consumer Pricing Index) adjustment every five (5) years.

~~Additionally, Lessee agrees that it may store, dispense and utilize aviation turbine fuel ("ATF") within the area described in Exhibit "A", specifically the [redacted] foot by [redacted] foot area designated. In addition to annual rents, Lessee will pay at least quarter annually, $0.05 per gallon of ATF delivered for Lessee's use, as determined by a deliverable's invoice provided by Lessee to the City.~~

7. Lessee does covenant and agree as a part of the consideration for this Lease, to keep the aforesaid hangar buildings, along with any ATF station or equipment, in good appearance, in safe operational condition and repair during the term hereof. Failure to do so may, at the sole option of the City, be cause for default of this agreement.
8. It is agreed by and between the parties that Lessee may not assign this Lease without written consent of the City. The assignment without the consent of the City shall immediately void this lease in its entirety. Lessee further agrees to pay all Personal Property tax levied against the structures and improvements.
9. It is agreed by and between the parties that Lessee shall keep all premises and every part thereof and all buildings and improvements of any kind located thereon free and clear of any and all mechanic's or material man's liens for or arising out of or in connection with work of labor done, services performed, materials or appliances used or furnished for or in connection with any operation of Lessee, and any alterations, improvements, repairs or additions which Lessee may make, permit, cause to be made or any work or construction by or permitted by the Lessee on or about the premises, and any obligations of any kind incurred by the Lessee shall at all times be promptly and fully paid and discharged in accordance with the terms of its financing. Lessee shall indemnify the City for any and all such liens and claims of liens or suits or other proceedings pertaining thereto.
10. It is agreed by and between the parties that Lessee shall not use or permit the premises or any part thereof to be used for any purpose or purposes other than operation of an air ambulance service for which the demised premises are hereby leased, and no use shall be made or permitted to be made to the demised premises, nor acts done which will cause a cancellation of any insurance policy covering the buildings located thereon or any part thereof, nor about the demised premises, nor articles which may be prohibited by standard form of fire insurance policies. Lessee shall, at their own expense, comply with all requirements pertaining to the demised premises of any insurance organization or company necessary for the maintenance of insurance that is herein provided covering any building or appurtenances at any time located on the demised premises. Lessee shall receive written approval from Lessor prior to any commercial activity being engaged in which directly or indirectly effects said hangar.
11. It is agreed by and between the parties that Lessee's obligation herein above set forth are hereby considered to be covenants on the part of the Lessee, and Lessee does hereby covenant and agree to perform all the above duties as part of the consideration hereof.
12. It is agreed by and between the parties that the City shall furnish to the Lessee the right to use the taxiway provided by the Airport for ingress and egress from the hangar building to the runway of the Hugh Robinson Memorial Airport, and further to provide Lessee with parking space, for the use of said hangar building. (No inoperable vehicle, or vehicle that is in the process of repair will be allowed parked outside of the hangar for more than 96 hours. All vehicles parked outside of the hangars shall have current license and registration, and no parked vehicle shall be allowed to block the taxiways for other users.)
13. It is agreed by and between the parties that the City shall not be responsible for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whomsoever who may at any time be using or occupying or visiting the demised premises, or be in on or about the same whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of the occupant, visitor or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, except to the extent such loss, injury, death, or damage is caused by the negligence or willful misconduct of the City, its officers, employees, or agents. Lessee shall indemnify the City against all claims, liabilities, loss, or damage whatsoever on account of any such loss, injury, death or damage, except to the extent

such loss, injury, death, or damage is caused by the negligence or willful misconduct of the City, its officers, employees, or agents.

14. In no event shall either party, its employees, agents, or contractors be liable under this lease to the other party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either party was advised of the possibility of such damages.
15. Lessee covenants and agrees to pay all utility bills concerning the use of the building located on the above-described real property, including telephone bills, and to save the City harmless from all such expenses.
16. It is agreed and understood that Lessee shall not have the right to place upon the above-described premises any additions, buildings, or facilities without the prior written consent of the City.
17. It is expressly agreed and understood by and between the parties that the balance of the lands of airport facilities of the City of Neosho other than those above described and hereby leased, may be used, occupied, and dealt with by the City as it shall see fit from time to time; and it is expressly agreed that only the land herein above described by metes and bounds are leased hereby and that Lessee shall not have right with regard to the balance of the lands of the Hugh Robinson Memorial Airport except the right to use the taxiway above referred to and the parking space, and the runway in accordance with Federal Aviation Administration Regulations.
18. Lessee does hereby covenant and agree to operate the premises in a good and workmanlike manner and further covenant and agree that they will neither commit waste nor permit waste to be committed upon the land hereby leased and further covenant that they will see to the maintenance and proper usage by themselves and their employees of the facilities hereby leased and the proper use of the Hugh Robinson Memorial Airport by their employees.
19. Lessee agrees that in his/her operation and use of the Hugh Robinson Memorial Airport, s/he will not, on grounds of race, color, religion, physical disability or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Department of Transportation Regulations.
20. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308A of the Federal Aviation Act of 1958.
21. Not less than thirty (30) days prior to construction of hangar an FAA Form 7460-1, "Notice of Proposed Construction or Alteration", must be filed and approved by the Federal Aviation Administration and evidenced by a written "Determination of No Hazard to Air Navigation" report. Lessee agrees to follow all recommendations presented in the airspace study if deemed necessary by the City.
22. This agreement shall extend to bind and inure to the benefit of the parties hereto and to their respective heirs, successors, executors, administrators and assigns.

DEFAULT: In the event of default or an event causing this lease to become null and void the building is to be moved in its entirety within 180 days of the date of such default or event, or if accepted, granted to the City in its entirety at no monetary cost. In the event the building is accepted and granted to the City, the City will provide to the Lessee a donation receipt equal to a fair and just appraised value of said building. In the event of two or three appraised values being obtained, the fair and just amount shall be calculated by averaging the amount of the aggregate appraised values. In no event shall more than three appraised values be obtained. In the event that either party defaults under the terms of this lease, the non-defaulting party shall give the other written notice specifying the nature of the default and the defaulting party shall have thirty (30) days after receipt of such notice to cure said default. Any default which shall continue uncured shall give the non-defaulting party the right to terminate the lease immediately, in addition to all available rights or remedies in law or in equity.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affix their respective signatures as of the dates set forth below, intending for this lease to be effective on the EFFECTIVE DATE first above written.

By _____
Mayor Or City Manager

Date: _____

"LESSOR"

By: AIR METHODS, LLC

_____

Name: _____

Title: _____

Date: _____

"LESSEE~~(S)~~"

ATTEST: _____
City Clerk

SEAL:

EXHIBIT "A"

For purposes of this lease, the premises shall be the red square set forth in the picture below, which is located at Neosho Hugh Robinson Memorial Airport - 1400 Terry Johnson Dr, Neosho, MO 64850. Notwithstanding the foregoing, the parties hereby agree that an official survey of the premises and surrounding property will be conducted following the execution of this lease and that the specific location and coordinates of the premises is subject to change based on the completion of such survey. Should the specific location and coordinates of the premises change due to such survey, the parties will execute an amendment to this Exhibit A that details the revised location and coordinates.

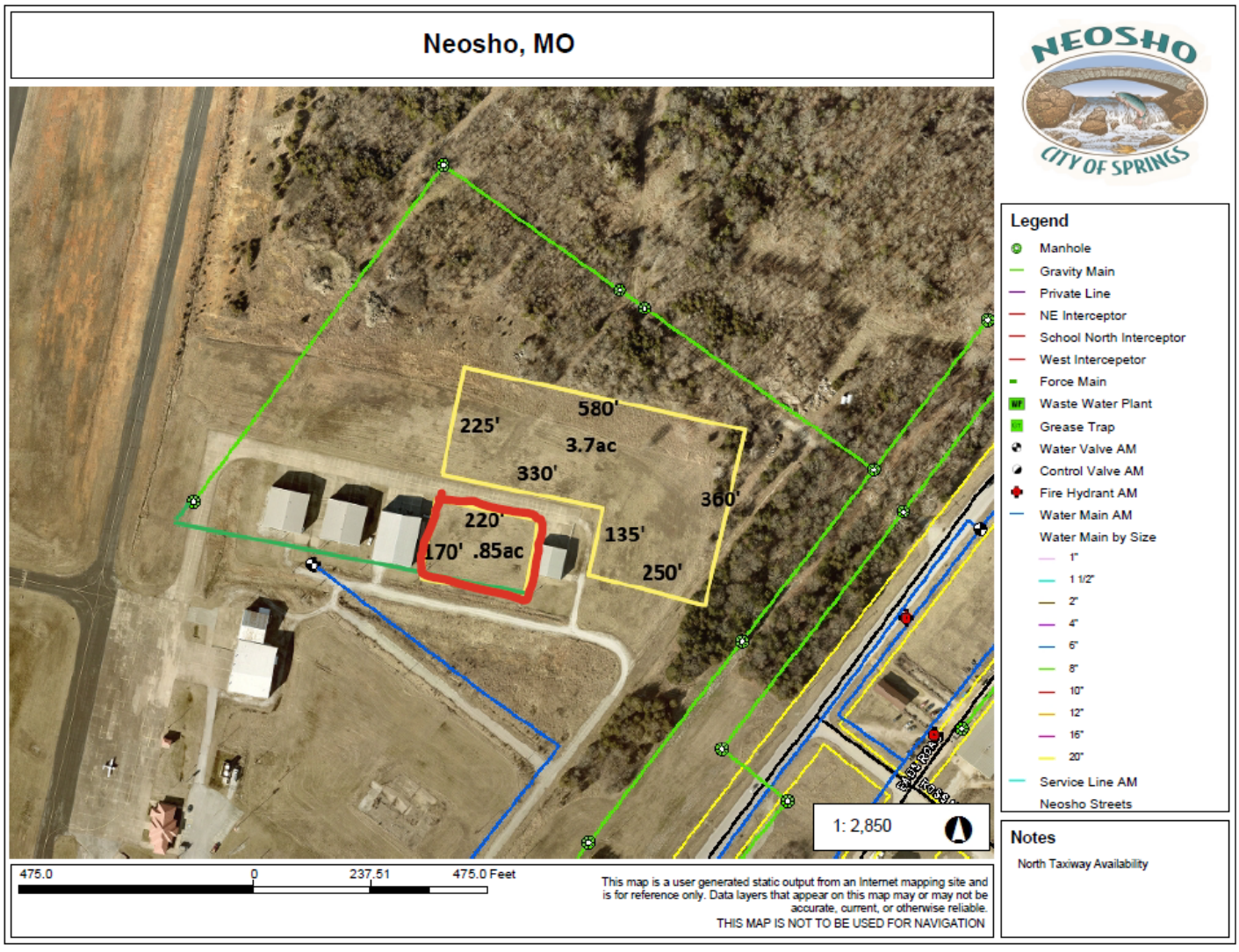


EXHIBIT "B"

The following represents a minimum requirement list of building specifications to be met by any future building prospects. This minimum required list is subject to any additions or deletions and must meet final approval of the City of Neosho Building Inspector.

1. Total concrete floor.

2. All materials used for construction must be new or unused.

3. Colors must be compatible with other buildings at the Airport.

4. Uprights and trusses must be of metal construction.

5. Exterior skin must be matching color, or otherwise acceptable steel metal siding.

6. Minimum building size 60' X 60'.

7. Land lease based on lot size.

8. Roof pitch must be 1/12 - 4/12.

9. Hangar door must be approved by the City.

10. Must connect to City water and sewer if applicable.

11. Building must meet City building codes.

12. Building permit must be obtained before construction begins.

Exhibit A: Air Methods - Neosho, MO



Legend

- Outfall
- Storm Drain
- Drain Line
- Detention Pond
- Backflow Preventer
- Street Light
- Traffic Signal
- Neosho Streets
  - INTERSTATE
  - U.S. HIGHWAY
  - STATE HIGHWAY
  - ALLEY
  - CITY STREET
  - NAMED COUNTY ROAD
  - PLATTED/UNDEVELOPED
  - UNNAMED
  - VACATED STREET
  - <all other values>
- EM Snow Route
- Failed
- Poor
- Fair
- Good
- Very Good
- Edit Road Rating
- 2018 Street Maintenance
  - Maintenance
  - SurfaceWork
  - Other
- 2019 Street Maintenance
  - Maintenance
  - SurfaceWork
  - Other

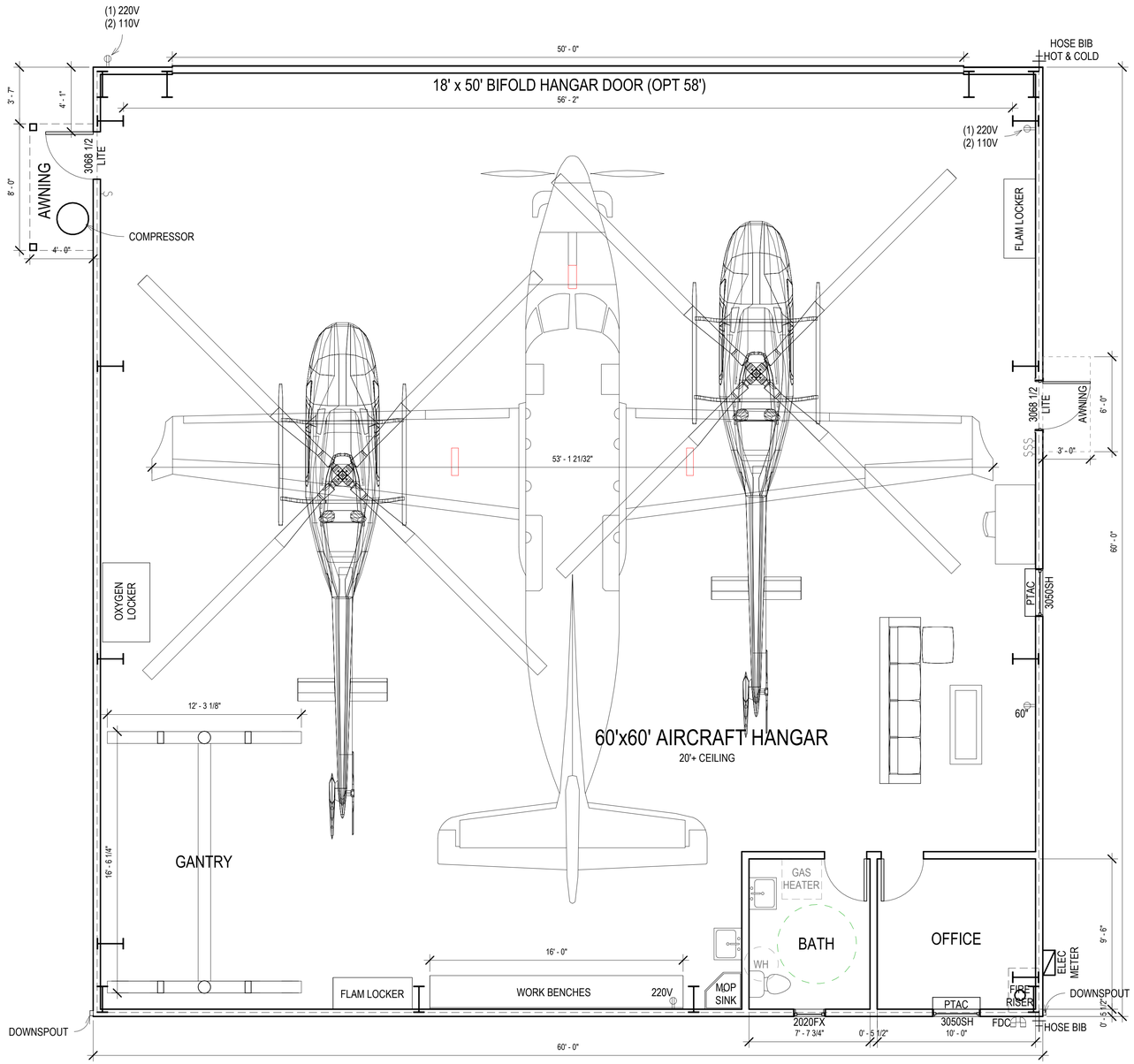
1: 516

Notes

86.0 0 43.00 86.0 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



1 FIRST FLOOR
1/4" = 1'-0"

KW SOLUTIONS
SUPPORT@KWSOLUTIONS.US
WWW.KWSOLUTIONS.US
30 N. GOULD ST #59865
SHERIDAN, WY 82801
307-318-3575

60x60 AIRCRAFT HANGAR
MEDEVAC MAINTENANCE BASE
JANUARY 14, 2026

REVISION
1
2
3
4
5
6
7
8

AIRPORT HANGAR
MODEL PLAN

A1.0

© COPYRIGHT 2026 KW SOLUTIONS, LLC

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 5, 2026

ITEM: Bill No. 2026-27: Request for Annexation of property located near Highway 86 and Jay Dr.

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. **Bill No. 2026-27 Approving Annexation of 86 & Jay Drive - Built Rite Properties**
2. **Built Rite Packet2**
3. **PZ Minutes April 14 26**

PURPOSE:

Requesting annexation into the city limits for utility access.

BACKGROUND:

The property owner is requesting the remainder of this property to be annexed into the city limits at 86 & Jay. The surrounding property is already inside the city limits, the annexation has gone before the Planning and Zoning Commission and was recommended for approval. A public hearing for the annexation of this property was held during the April 21st Council Meeting with no opposition. The property owner is requesting to begin connecting to city utilities at this time for a business that is moving into the building.

RECOMMENDATION:

Staff recommends approving the annexation as requested.

COUNCIL BILL NO. 2026-27 ORDINANCE NO. 706-2026

AN ORDINANCE of the City of Neosho approving the voluntary annexation of a certain tract of land, as petitioned by Built Rite Properties, LLC, a Missouri limited liability company, owner of real property located at Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, to be annexed to the City of Neosho, Missouri, and for the extension of the city limits of the City of Neosho, embracing and including unincorporated real property located in Newton County, Missouri, hereinafter described.

WHEREAS, there has been presented to the City of Neosho, Missouri, a verified Petition of all fee owners seeking annexation of the land described herein; and

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News, a newspaper having general circulation within the City of Neosho Missouri, as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council on April 21st, 2026; and

WHEREAS, fourteen (14) days have elapsed since the holding of such public hearing and no sufficient written objection has been received; and

WHEREAS, it has been determined that said annexation is in the best interests of the City of Neosho, Missouri, and that the City has the ability to furnish normal and customary services to the area to be annexed within a reasonable time.

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

Section 1. That the following described area of land located at Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, is hereby incorporated within the corporate city limits of Neosho, Missouri, to be embraced and include all that part of said County of Newton lying within the following boundary lines, two-wit:

See the Legal Description in Exhibit "A"

Section 2. That the City Clerk is hereby authorized and directed to file three (3) certified copies of this Ordinance with the Newton County Clerk.

Section 3. This ordinance shall be in effect upon final passage.

(This space intentionally left blank.)

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ___ day of May, 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 THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE ·NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01 °07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH ·01°04'51" EAST A DISTANCE OF 17.31 FEET AlONG_SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID-RIGHT-OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54!-22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

EST 1878

NEOSHO

DEVELOPMENT SERVICES

Annexation Procedure and Required Documentation

Annexation Procedure

Step 1: Submission of Required Materials

To initiate the annexation process, applicants must submit the following documents and materials to the City upon requesting annexation:

- Annexation Application
- Voluntary Petition for Annexation
- Copy of Deed (This document can be obtained at the County Assessor's Office)
- Parcel Map (This document can be obtained at the County Assessor's Office)
- Receipt for payment of all applicable fees, including publication costs

Step 2: City Council Presentation

Once the application is received, the City Clerk will schedule a presentation of the application to the City Council at the next available meeting. The City Council will then set a date for a Public Hearing regarding the proposed annexation.

Step 3: Public Hearing Notice

The City Clerk will ensure the "Notice of Public Hearing" is published in a local newspaper in accordance with RSMo 89.050. The notice will specify the date of the Public Hearing and must be published at least seven days before the hearing and at least sixty days after the Petition was filed.

Step 4: Public Hearing

The City Council will conduct the Public Hearing on the date established. During this hearing, the applicant and any interested parties are permitted to speak in favor of or against the proposed annexation.

Step 5: Council Decision and Ordinance Adoption

Following a fourteen-day waiting period after the Public Hearing, an ordinance for annexation approval will be presented at the next regularly scheduled City Council meeting for a first reading. If the Council votes in favor, the ordinance will proceed to a second and third reading at the subsequent regular meeting. Upon final approval, the ordinance will be signed by the appropriate city officials and become effective immediately. If the Council does not approve the annexation, no further action will be taken.

Step 6: Filing with County and State

The City Clerk is responsible for filing all necessary documentation with the Newton County Clerk and the Missouri State Director of Revenue, as required by RSMo 94.510.3.

EST 1878

NEOSHO

DEVELOPMENT SERVICES

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): Built Rite Propperties

STREET ADDRESS OWNER(s): 13228 Jay Drive

CITY, STATE, ZIP CODE: Neosho MO 64850

MAILING ADDRESS: Same

PHONE: 479-287-9284

OWNER(s) REPRESENTATIVE (if applicable):Name, Address, Phone: Titus Sommers 479-287-9284

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 13225 Jay Dr

ARE ANY RESIDENCES LOCATED ON PROPERTY: NO

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR **BUSINESS(ES)** ON PROPERTY:

REQUESTED ZONING: Commercial

ELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE): Att.

REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of $100 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER SIGNATURE: _____ DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Application Accepted By: _____ Date: _____ Time: _____ AM / PM

☐ Parcel Map Received ☐ Application Fee Received ☐ Deed Received ☐ Publication Fee Received

EST 1878

NEOSHO

DEVELOPMENT SERVICES

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

(LEGAL DESCRIPTION ATTACHED)

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this ____ day of _____, 20____.

OWNER SIGNATURE: _____ DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Received By: _____ Date: _____

Time: _____

EST 1878

NEOSHO

DEVELOPMENT
SERVICES

AFFIDAVIT FOR A CORPORATION

President

Corporation

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 5th day of February, 2026, before me personally appeared Mark Byler, to me personally known, who being duly sworn, did declare that he/she is President of Built Rite Builders LLC that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said Mark Byler, President acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

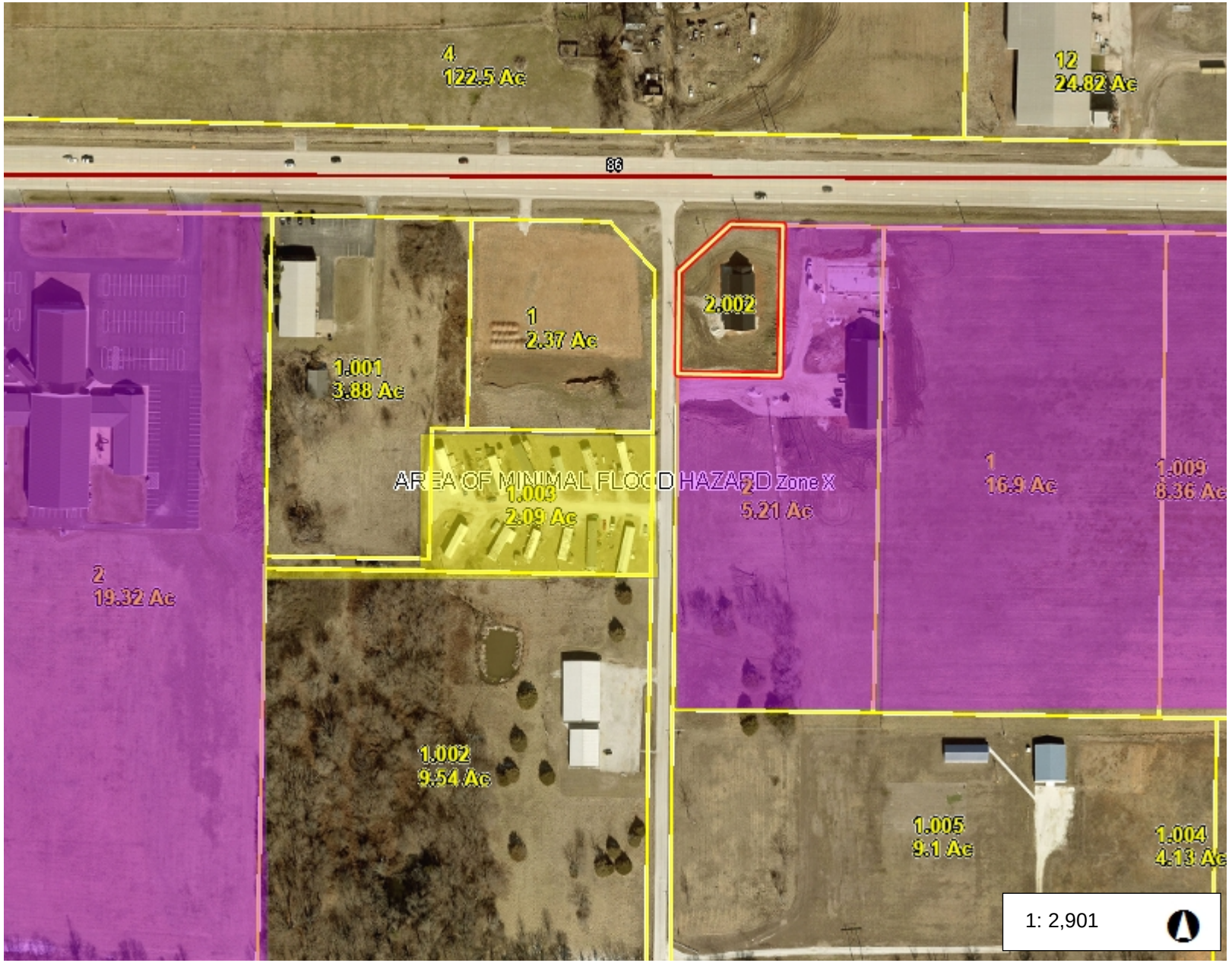
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Winston, MO, the day and year first above written.

Notary Public
Glenn Erickson

My commission expires:
6/10/2026

GLENN ERICKSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 10, 2026
DE KALB COUNTY
COMMISSION #14525971

Neosho, MO



Legend

Neosho Streets
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET
- <all other values>

EM Snow Route
- Failed
- Poor
- Fair
- Good
- Very Good
- Edit Road Rating

2018 Street Maintenance
- Maintenance
- SurfaceWork
- Other

2019 Street Maintenance
- Maintenance
- SurfaceWork
- Other

Notes

483.5 0 241.76 483.5 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

Notice of Public Hearing

Planning and Zoning Public Hearing
April 14, 2026 @ 6:00pm
City Council Chambers
203 East Main Street

City Council Public Hearing
April 21, 2026 @ 7:00pm (Public hearing)
City Council Chambers
203 East Main Street

Regarding the annexation of property on Highway 86 near Jay Drive as C-3, Third Commercial Business District described as:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE ·NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01 °07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH ·01°04'51" EAST A DISTANCE OF 17.31 FEET AlONG_SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID-RIGHT-OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54!-22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Inquiries please contact:

Adam Worster
City of Neosho
Development Services
(417) 451-8050

Recorded in Newton County, Missouri

Recording Date/Time: 08/11/2025 at 09:20:26 AM

Book: 374 Page: 5209

Instr #: **202505270**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO

Jennifer A. Childers
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on August 7,2025, by and between **Grantor(s):** Happy Tooth, LLC and **Grantee(s):** Built Rite Properties, LLC. **Mailing Address of the Grantee(s):** 3295 NE State Rte DWeatherby, MO 64497

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Newton and State of Missouri, to-wit:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons

whomsoever, excepting, however, the general taxes for the calendar year 2025 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Happy Tooth, LLC, a limited liability company

Matthew Hoskins

By:_____
Name: Matthew Hoskins
Title: Member

STATE OF Arizona }
} ss.
County of Maricopa }

On August 7th, 2025, before me personally appeared Matthew Hoskins, Member of Happy Tooth, LLC limited liability company to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cheryl Carotenuti
Notary Public

My term expires: 03/20/2027

CHERYL CAROTENUTI
Notary Public - Arizona
Maricopa County
Commission # 643913
My Comm. Expires March 20, 2027

Notarized remotely online using communication technology via Proof.

MINUTES
REGULAR SESSION – PLANNING AND ZONING COMMISSION
April 14, 2026

CALL TO ORDER

The meeting was called to order by Aaron Lewis at 6:00pm.

ROLL CALL

Present were Aaron Lewis, Dudley Zerbel, Bobbi Lee and Brett Smith

Approval of Agenda

A motion to approve the agenda was made by Bobbi Lee and seconded by Aaron Lewis. The motion passed unanimously.

APPROVAL OF MINUTES

A motion to accept the minutes of the regular session of January 13, 2026, was made by Bobbi Lee and seconded by Brett Smith. The motion passed unanimously.

NEW BUSINESS

1. Public hearing for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.

   Open at 6:05pm – Closed at 6:05pm. There was no one in attendance to speak.

2. Consider the request for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.

   The committee held a brief general discussion on the request. A motion to accept the request was made by Bobbi Lee and seconded by Arron Lewis. The motion passed unanimously.

OLD BUSINESS

None

ADJOURN:

The meeting was adjourned by Aaron Lewis at 6:10pm.

EST 1878

NEOSHO

DEVELOPMENT SERVICES

Annexation Procedure and Required Documentation

Annexation Procedure

Step 1: Submission of Required Materials

To initiate the annexation process, applicants must submit the following documents and materials to the City upon requesting annexation:

- Annexation Application
- Voluntary Petition for Annexation
- Copy of Deed (This document can be obtained at the County Assessor's Office)
- Parcel Map (This document can be obtained at the County Assessor's Office)
- Receipt for payment of all applicable fees, including publication costs

Step 2: City Council Presentation

Once the application is received, the City Clerk will schedule a presentation of the application to the City Council at the next available meeting. The City Council will then set a date for a Public Hearing regarding the proposed annexation.

Step 3: Public Hearing Notice

The City Clerk will ensure the "Notice of Public Hearing" is published in a local newspaper in accordance with RSMo 89.050. The notice will specify the date of the Public Hearing and must be published at least seven days before the hearing and at least sixty days after the Petition was filed.

Step 4: Public Hearing

The City Council will conduct the Public Hearing on the date established. During this hearing, the applicant and any interested parties are permitted to speak in favor of or against the proposed annexation.

Step 5: Council Decision and Ordinance Adoption

Following a fourteen-day waiting period after the Public Hearing, an ordinance for annexation approval will be presented at the next regularly scheduled City Council meeting for a first reading. If the Council votes in favor, the ordinance will proceed to a second and third reading at the subsequent regular meeting. Upon final approval, the ordinance will be signed by the appropriate city officials and become effective immediately. If the Council does not approve the annexation, no further action will be taken.

Step 6: Filing with County and State

The City Clerk is responsible for filing all necessary documentation with the Newton County Clerk and the Missouri State Director of Revenue, as required by RSMo 94.510.3.

EST 1878

NEOSHO

DEVELOPMENT SERVICES

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): Built Rite Propperties

STREET ADDRESS OWNER(s): 13228 Jay Drive

CITY, STATE, ZIP CODE: Neosho MO 64850

MAILING ADDRESS: Same

PHONE: 479-287-9284

OWNER(s) REPRESENTATIVE (if applicable):Name, Address, Phone: Titus Sommers 479-287-9284

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 13225 Jay Dr

ARE ANY RESIDENCES LOCATED ON PROPERTY: NO

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR **BUSINESS(ES)** ON PROPERTY:

REQUESTED ZONING: Commercial

ELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE): Att.

REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of $100 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER SIGNATURE: _____ DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Application Accepted By: _____ Date: _____ Time: _____ AM / PM

☐ Parcel Map Received ☐ Application Fee Received ☐ Deed Received ☐ Publication Fee Received

EST 1878

NEOSHO

DEVELOPMENT SERVICES

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

(LEGAL DESCRIPTION ATTACHED)

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this ____ day of _____, 20____.

OWNER SIGNATURE: _____ DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Received By: _____ Date: _____

Time: _____

EST 1878

NEOSHO

DEVELOPMENT
SERVICES

AFFIDAVIT FOR A CORPORATION

President

Corporation

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 5th day of February, 2026, before me personally appeared Mark Byler, to me personally known, who being duly sworn, did declare that he/she is President of Built Rite Builders LLC that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said Mark Byler, President acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

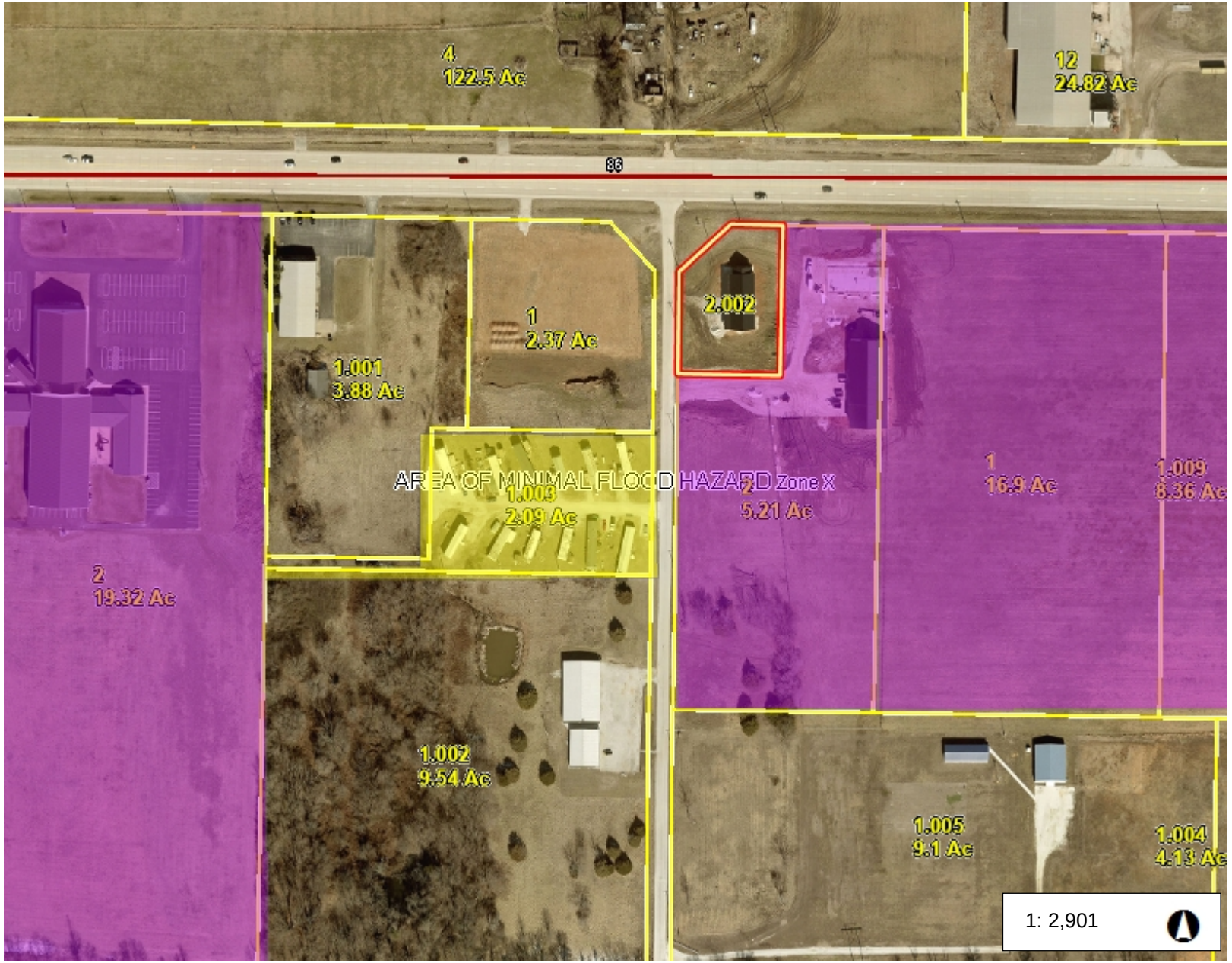
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Winston, MO, the day and year first above written.

Notary Public
Glenn Erickson

My commission expires:
6/10/2026

GLENN ERICKSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 10, 2026
DE KALB COUNTY
COMMISSION #14525971

Neosho, MO



Legend

Neosho Streets
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET
- <all other values>

EM Snow Route
- Failed
- Poor
- Fair
- Good
- Very Good
- Edit Road Rating

2018 Street Maintenance
- Maintenance
- SurfaceWork
- Other

2019 Street Maintenance
- Maintenance
- SurfaceWork
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Notice of Public Hearing

Planning and Zoning Public Hearing
April 14, 2026 @ 6:00pm
City Council Chambers
203 East Main Street

City Council Public Hearing
April 21, 2026 @ 7:00pm (Public hearing)
City Council Chambers
203 East Main Street

Regarding the annexation of property on Highway 86 near Jay Drive as C-3, Third Commercial Business District described as:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE ·NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01 °07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH ·01°04'51" EAST A DISTANCE OF 17.31 FEET AlONG_SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID-RIGHT-OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54!-22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Inquiries please contact:

Adam Worster
City of Neosho
Development Services
(417) 451-8050

Recorded in Newton County, Missouri

Recording Date/Time: 08/11/2025 at 09:20:26 AM

Book: 374 Page: 5209

Instr #: **202505270**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO

Jennifer A. Childers
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on August 7,2025, by and between **Grantor(s):** Happy Tooth, LLC and **Grantee(s):** Built Rite Properties, LLC. **Mailing Address of the Grantee(s):** 3295 NE State Rte DWeatherby, MO 64497

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Newton and State of Missouri, to-wit:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons

whomsoever, excepting, however, the general taxes for the calendar year 2025 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Happy Tooth, LLC, a limited liability company

Matthew Hoskins

By:_____
Name: Matthew Hoskins
Title: Member

STATE OF Arizona }
} ss.
County of Maricopa }

On August 7th, 2025, before me personally appeared Matthew Hoskins, Member of Happy Tooth, LLC limited liability company to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cheryl Carotenuti
Notary Public

My term expires: 03/20/2027

CHERYL CAROTENUTI
Notary Public - Arizona
Maricopa County
Commission # 643913
My Comm. Expires March 20, 2027

Notarized remotely online using communication technology via Proof.

MINUTES
REGULAR SESSION – PLANNING AND ZONING COMMISSION
April 14, 2026

CALL TO ORDER

The meeting was called to order by Aaron Lewis at 6:00pm.

ROLL CALL

Present were Aaron Lewis, Dudley Zerbel, Bobbi Lee and Brett Smith

Approval of Agenda

A motion to approve the agenda was made by Bobbi Lee and seconded by Aaron Lewis. The motion passed unanimously.

APPROVAL OF MINUTES

A motion to accept the minutes of the regular session of January 13, 2026, was made by Bobbi Lee and seconded by Brett Smith. The motion passed unanimously.

NEW BUSINESS

1. Public hearing for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.

   Open at 6:05pm – Closed at 6:05pm. There was no one in attendance to speak.

2. Consider the request for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.

   The committee held a brief general discussion on the request. A motion to accept the request was made by Bobbi Lee and seconded by Arron Lewis. The motion passed unanimously.

OLD BUSINESS

None

ADJOURN:

The meeting was adjourned by Aaron Lewis at 6:10pm.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 5, 2026

ITEM: Bill No. 2026-28: Request to Rezone Property located at Highway 86 and Jay Dr from R-1 to C-3

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. **Bill No. 2026-28 Approving Rezoning of 13225 Jay Dr - C-3 - Built Rite**
2. **Built Rite Packet2**
3. **PZ Minutes April 14 26**

PURPOSE:

Requesting to rezone the property from the default R1- Single Family Residential to C3- Commercial Business District.

BACKGROUND:

The property owner previously requested to annex the property into the city limits and the default zoning upon annexation is R1. The property owner is requesting that the property be rezoned to C3- Commercial Business District.

RECOMMENDATION:

Commercial 3 is consistent with the current zoning plan in this area. Staff recommends approval of the rezone as requested.

COUNCIL BILL NO. 2026-28 ORDINANCE NO. 707-2026

AN ORDINANCE of the City of Neosho to amend the zoning District Map for certain property within the limits of the City located Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, as requested by the owner, Built Rite Properties, LLC, a Missouri limited liability company, from a District "R-1" First Dwelling House District to a District "C-3" Commercial Business District.

WHEREAS, there has been presented to the City of Neosho, Missouri, an application from Bilt Rite Properties, LLC, a Missouri limited liability company, to rezone property located at Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri from District "R-1" First Dwelling House District to a District "C-3" Commercial Business District for property legally described as:

See the Legal Description in Exhibit "A"

WHEREAS, after having referred the subject matter of this request to the Planning and Zoning Commission for the City of Neosho, and after due publication in the Neosho Daily News as required by law and having held a public hearing thereon by the Planning and Zoning Commission, with a recommendation then reviewed and taken up at public hearing by the City Council, the application being approved.

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

Section 1. That City of Neosho zoning District Map for the City of Neosho be amended for certain property within the limits of the City located at Highway 86 and Jay Drive, commonly known as 13225 Jay Dr., Neosho, Missouri, as requested by the owner, Built Rite Properties, LLC, a Missouri limited liability company and same to be amended and changed from a District "R-1" First Dwelling House District to a District "C-3" Commercial Business District for the property legally described as follows:

See the Legal Description in Exhibit "A"

Section 2. That the City Clerk is hereby authorized and directed to file with the City the above referenced and described property within the City District Map for the amended district zone has herein approved.

Section 3. This this ordinance shall be in effect upon final passage.

(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

SEAL

APPROVED AS TO FORM:

_____
Derek A. Snyder, City Attorney

EXHIBIT A

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EST 1878

NEOSHO

DEVELOPMENT SERVICES

Annexation Procedure and Required Documentation

Annexation Procedure

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- Voluntary Petition for Annexation
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- Parcel Map (This document can be obtained at the County Assessor's Office)
- Receipt for payment of all applicable fees, including publication costs

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Once the application is received, the City Clerk will schedule a presentation of the application to the City Council at the next available meeting. The City Council will then set a date for a Public Hearing regarding the proposed annexation.

Step 3: Public Hearing Notice

The City Clerk will ensure the "Notice of Public Hearing" is published in a local newspaper in accordance with RSMo 89.050. The notice will specify the date of the Public Hearing and must be published at least seven days before the hearing and at least sixty days after the Petition was filed.

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The City Council will conduct the Public Hearing on the date established. During this hearing, the applicant and any interested parties are permitted to speak in favor of or against the proposed annexation.

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Step 6: Filing with County and State

The City Clerk is responsible for filing all necessary documentation with the Newton County Clerk and the Missouri State Director of Revenue, as required by RSMo 94.510.3.

EST 1878

NEOSHO

DEVELOPMENT SERVICES

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): Built Rite Propperties

STREET ADDRESS OWNER(s): 13228 Jay Drive

CITY, STATE, ZIP CODE: Neosho MO 64850

MAILING ADDRESS: Same

PHONE: 479-287-9284

OWNER(s) REPRESENTATIVE (if applicable):Name, Address, Phone: Titus Sommers 479-287-9284

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 13225 Jay Dr

ARE ANY RESIDENCES LOCATED ON PROPERTY: NO

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR **BUSINESS(ES)** ON PROPERTY:

REQUESTED ZONING: Commercial

ELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE): Att.

REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
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4. Annexation fee of $100 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER SIGNATURE: _____ DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Application Accepted By: _____ Date: _____ Time: _____ AM / PM

☐ Parcel Map Received ☐ Application Fee Received ☐ Deed Received ☐ Publication Fee Received

EST 1878

NEOSHO

DEVELOPMENT SERVICES

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We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

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(LEGAL DESCRIPTION ATTACHED)

- That the said real estate is not now a part of any incorporated municipality.
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- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this ____ day of _____, 20____.

OWNER SIGNATURE: _____ DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

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Staff Use ONLY

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AFFIDAVIT FOR A CORPORATION

President

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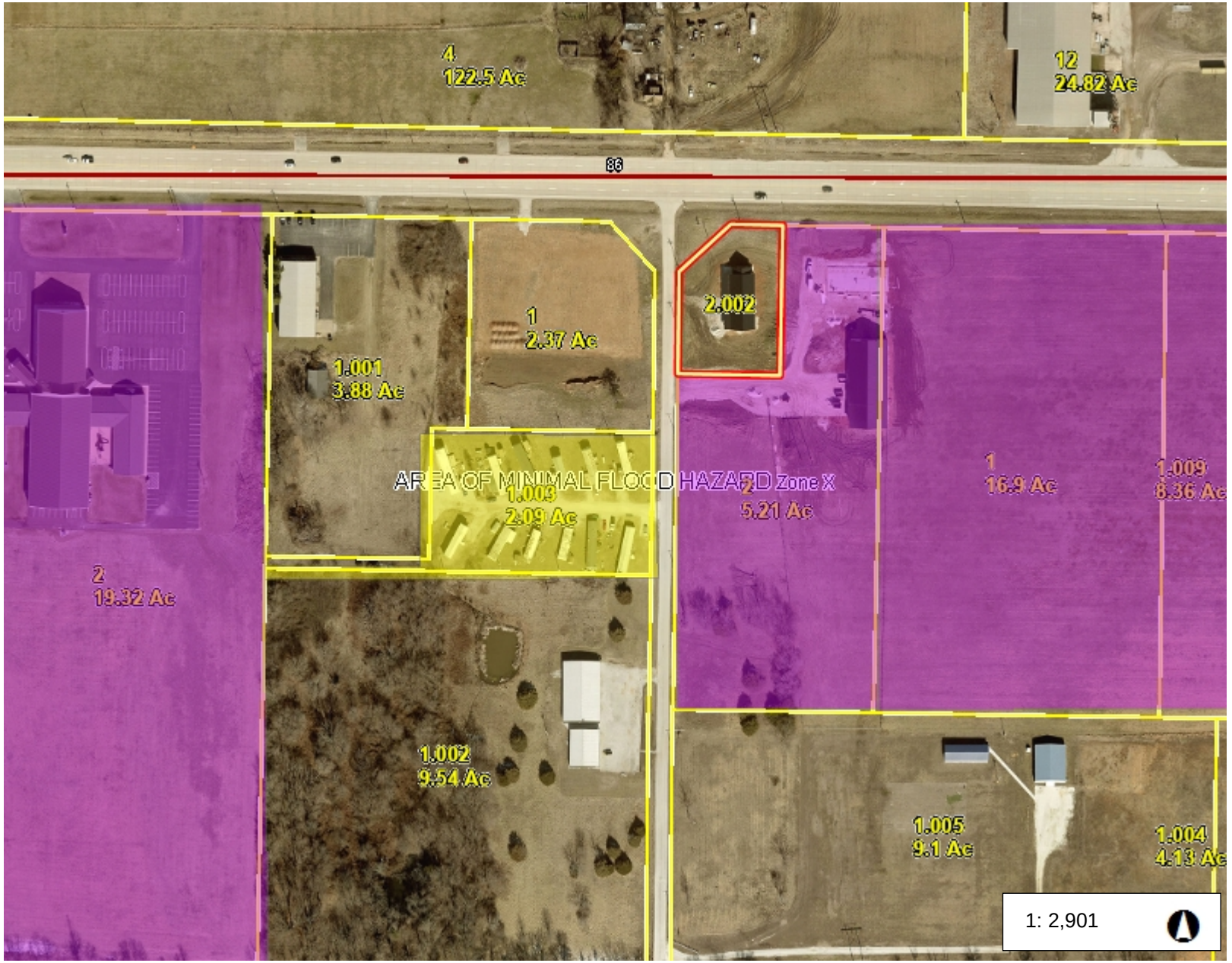
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Winston, MO, the day and year first above written.

Notary Public
Glenn Erickson

My commission expires:
6/10/2026

GLENN ERICKSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 10, 2026
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Neosho, MO



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Jennifer A. Childers
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on August 7,2025, by and between **Grantor(s):** Happy Tooth, LLC and **Grantee(s):** Built Rite Properties, LLC. **Mailing Address of the Grantee(s):** 3295 NE State Rte DWeatherby, MO 64497

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Newton and State of Missouri, to-wit:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons

whomsoever, excepting, however, the general taxes for the calendar year 2025 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Happy Tooth, LLC, a limited liability company

Matthew Hoskins

By:_____

Name: Matthew Hoskins

Title: Member

STATE OF Arizona }

} ss.

County of Maricopa }

On August 7th, 2025, before me personally appeared Matthew Hoskins, Member of Happy Tooth, LLC limited liability company to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cheryl Carotenuti

Notary Public

My term expires: 03/20/2027

CHERYL CAROTENUTI
Notary Public - Arizona
Maricopa County
Commission # 643913
My Comm. Expires March 20, 2027

Notarized remotely online using communication technology via Proof.

MINUTES
REGULAR SESSION – PLANNING AND ZONING COMMISSION
April 14, 2026

CALL TO ORDER

The meeting was called to order by Aaron Lewis at 6:00pm.

ROLL CALL

Present were Aaron Lewis, Dudley Zerbel, Bobbi Lee and Brett Smith

Approval of Agenda

A motion to approve the agenda was made by Bobbi Lee and seconded by Aaron Lewis. The motion passed unanimously.

APPROVAL OF MINUTES

A motion to accept the minutes of the regular session of January 13, 2026, was made by Bobbi Lee and seconded by Brett Smith. The motion passed unanimously.

NEW BUSINESS

1. Public hearing for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.

   Open at 6:05pm – Closed at 6:05pm. There was no one in attendance to speak.

2. Consider the request for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.

   The committee held a brief general discussion on the request. A motion to accept the request was made by Bobbi Lee and seconded by Arron Lewis. The motion passed unanimously.

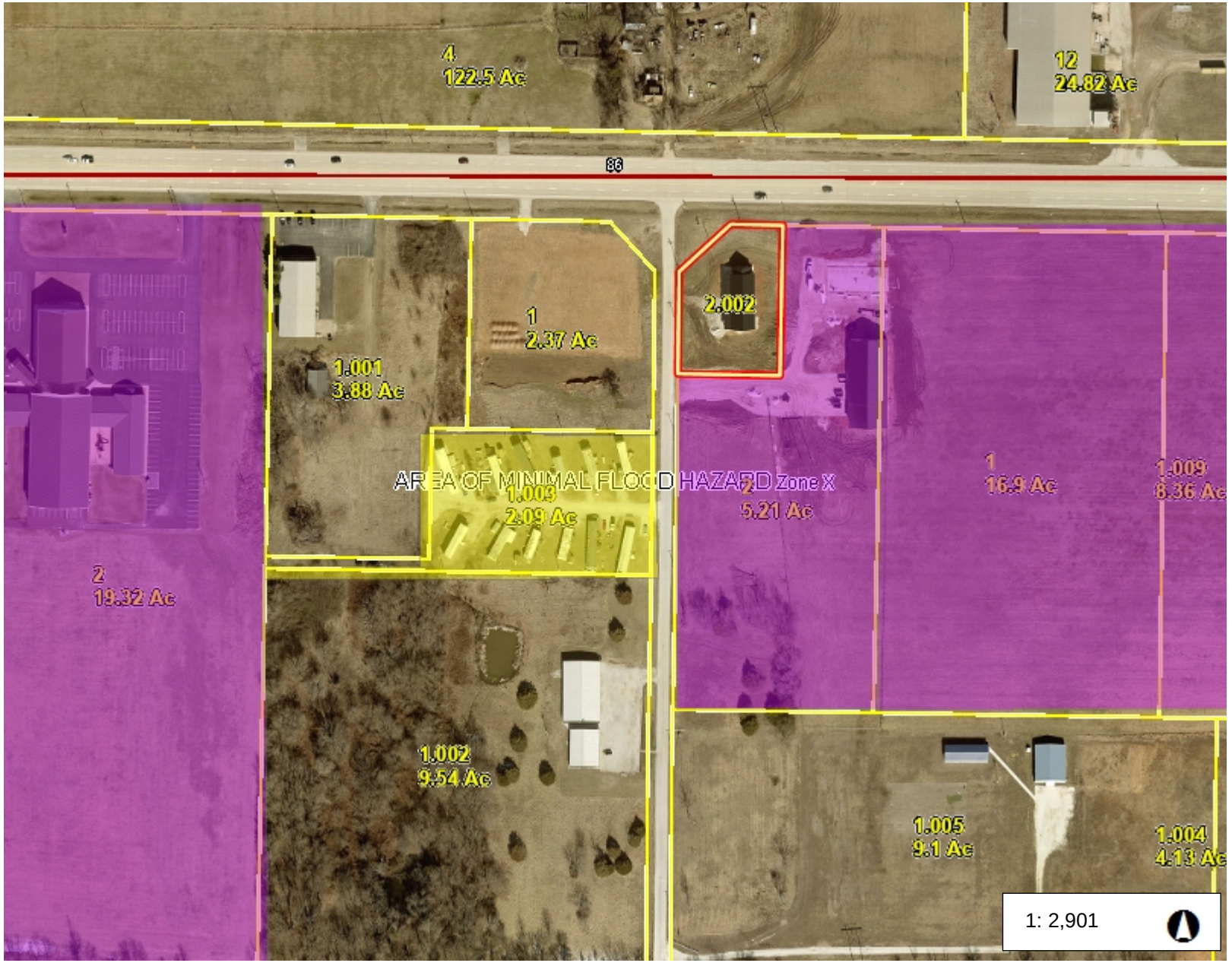
OLD BUSINESS

None

ADJOURN:

The meeting was adjourned by Aaron Lewis at 6:10pm.

Neosho, MO



483.5 0 241.76 483.5 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

Neosho Streets
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET
- <all other values>

EM Snow Route
- Failed
- Poor
- Fair
- Good
- Very Good
- Edit Road Rating

2018 Street Maintenance
- Maintenance
- SurfaceWork
- Other

2019 Street Maintenance
- Maintenance
- SurfaceWork
- Other

Notes

EST 1878

NEOSHO

DEVELOPMENT SERVICES

Annexation Procedure and Required Documentation

Annexation Procedure

Step 1: Submission of Required Materials

To initiate the annexation process, applicants must submit the following documents and materials to the City upon requesting annexation:

- Annexation Application
- Voluntary Petition for Annexation
- Copy of Deed (This document can be obtained at the County Assessor's Office)
- Parcel Map (This document can be obtained at the County Assessor's Office)
- Receipt for payment of all applicable fees, including publication costs

Step 2: City Council Presentation

Once the application is received, the City Clerk will schedule a presentation of the application to the City Council at the next available meeting. The City Council will then set a date for a Public Hearing regarding the proposed annexation.

Step 3: Public Hearing Notice

The City Clerk will ensure the "Notice of Public Hearing" is published in a local newspaper in accordance with RSMo 89.050. The notice will specify the date of the Public Hearing and must be published at least seven days before the hearing and at least sixty days after the Petition was filed.

Step 4: Public Hearing

The City Council will conduct the Public Hearing on the date established. During this hearing, the applicant and any interested parties are permitted to speak in favor of or against the proposed annexation.

Step 5: Council Decision and Ordinance Adoption

Following a fourteen-day waiting period after the Public Hearing, an ordinance for annexation approval will be presented at the next regularly scheduled City Council meeting for a first reading. If the Council votes in favor, the ordinance will proceed to a second and third reading at the subsequent regular meeting. Upon final approval, the ordinance will be signed by the appropriate city officials and become effective immediately. If the Council does not approve the annexation, no further action will be taken.

Step 6: Filing with County and State

The City Clerk is responsible for filing all necessary documentation with the Newton County Clerk and the Missouri State Director of Revenue, as required by RSMo 94.510.3.

EST 1878

NEOSHO

DEVELOPMENT SERVICES

ANNEXATION APPLICATION

LEGAL OWNER(s):

NAME(S): Built Rite Propperties

STREET ADDRESS OWNER(s): 13228 Jay Drive

CITY, STATE, ZIP CODE: Neosho MO 64850

MAILING ADDRESS: Same

PHONE: 479-287-9284

OWNER(s) REPRESENTATIVE (if applicable):Name, Address, Phone: Titus Sommers 479-287-9284

PROPERTY INFORMATION:

LOCATION (ADDRESS) OF PROPERTY: 13225 Jay Dr

ARE ANY RESIDENCES LOCATED ON PROPERTY: NO

NAME, ADDRESS, CABLE CO., CELL PHONE PROVIDER & TAX ID NO. FOR **BUSINESS(ES)** ON PROPERTY:

REQUESTED ZONING: Commercial

ELECTRIC PROVIDER: Liberty

NATURAL GAS PROVIDER:

TELEPHONE PROVIDER (LANDLINE): Att.

REQUIRED ENCLOSURES:

1. Voluntary Petition For Annexation
2. Copy of Deed
3. Parcel Map
4. Annexation fee of $100 + Publication Cost

To the best of my knowledge and belief, data in this application and all attachments are true and correct.

OWNER SIGNATURE: _____ DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Application Accepted By: _____ Date: _____ Time: _____ AM / PM

☐ Parcel Map Received ☐ Application Fee Received ☐ Deed Received ☐ Publication Fee Received

EST 1878

NEOSHO

DEVELOPMENT SERVICES

VOLUNTARY PETITION FOR ANNEXATION TO THE CITY OF NEOSHO

We, the undersigned, hereinafter referred to as the Petitioners, for our petition to the City Council of the City of Neosho state and allege as follows:

- That we are the owner of all fee interests of record in the real estate in Newton County, Missouri, described as follows, to wit:

(LEGAL DESCRIPTION ATTACHED)

- That the said real estate is not now a part of any incorporated municipality.
- That the said real estate is contiguous to the existing corporate limits of the City of Neosho, Missouri.
- That we request that the said real estate be annexed to, and included within the corporate limits of, the City of Neosho, Missouri, as authorized by the provisions of Section 71.012, RSMo.
- That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law and thereafter adopt an ordinance extending the limits of the City of Neosho to include the above described real estate.

Dated this ____ day of _____, 20____.

OWNER SIGNATURE: _____ DATE: 2/5/26

OWNER NAME (print): Mark Byler

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

CO-OWNER SIGNATURE: _____ DATE: _____

CO-OWNER NAME (print): _____

Staff Use ONLY

Received By: _____ Date: _____

Time: _____

EST 1878

NEOSHO

DEVELOPMENT
SERVICES

AFFIDAVIT FOR A CORPORATION

President

Corporation

STATE OF MISSOURI)
) ss.
COUNTY OF NEWTON)

On this 5th day of February, 2026, before me personally appeared Mark Byler, to me personally known, who being duly sworn, did declare that he/she is President of Built Rite Builders LLC that the seal was affixed to this instrument on behalf of said corporation by authority of its Board of Directors and the said Mark Byler, President acknowledged said instrument to be the free act and deed of said corporation and that the statements therein contained are all true.

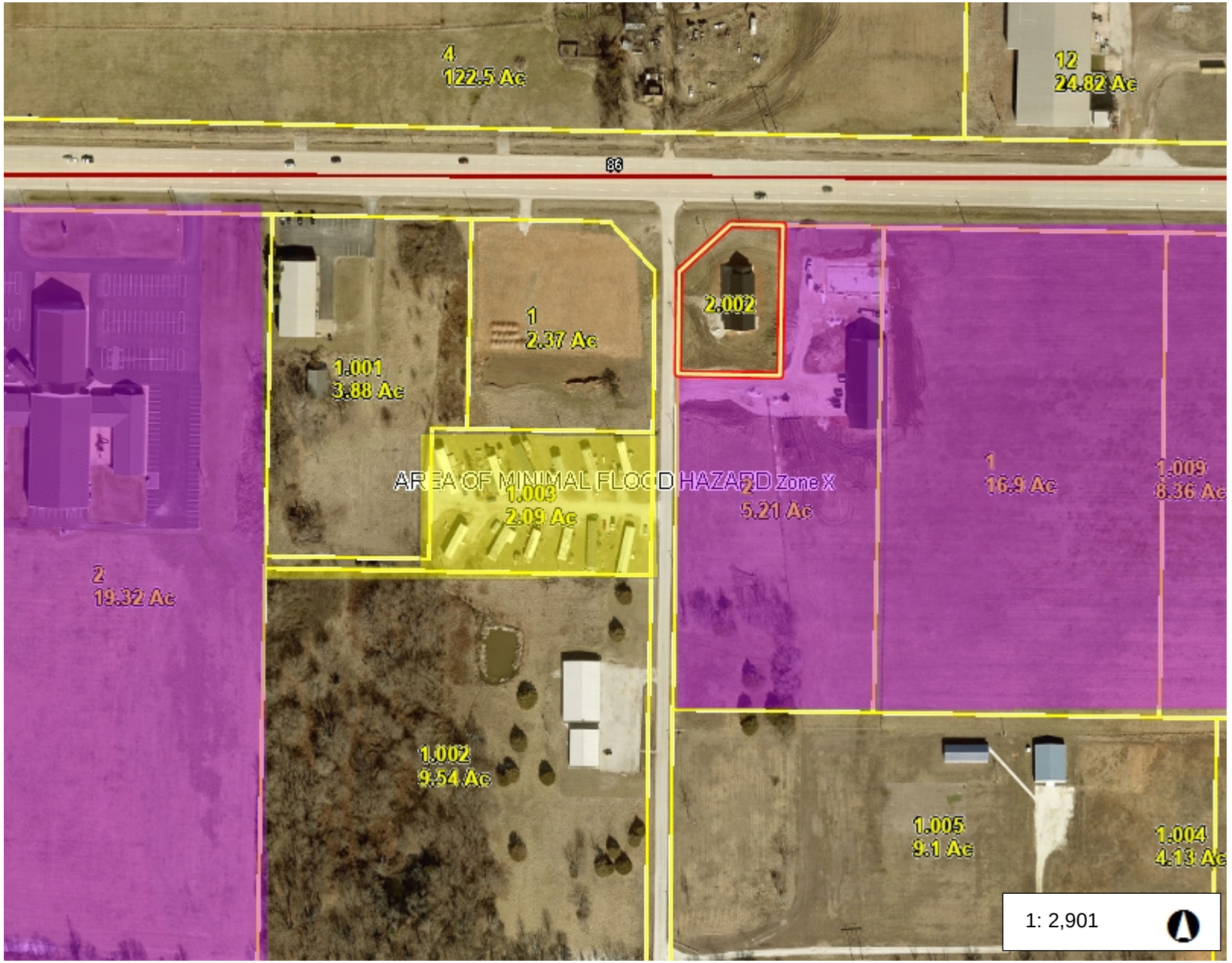
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Winston, MO, the day and year first above written.

Notary Public
Glenn Erickson

My commission expires:
6/10/2026

GLENN ERICKSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 10, 2026
DE KALB COUNTY
COMMISSION #14525971

Neosho, MO



Legend

Neosho Streets
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET
- <all other values>

EM Snow Route
- Failed
- Poor
- Fair
- Good
- Very Good
- Edit Road Rating

2018 Street Maintenance
- Maintenance
- SurfaceWork
- Other

2019 Street Maintenance
- Maintenance
- SurfaceWork
- Other

Notes

483.5 0 241.76 483.5 Feet

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notice of Public Hearing

Planning and Zoning Public Hearing
April 14, 2026 @ 6:00pm
City Council Chambers
203 East Main Street

City Council Public Hearing
April 21, 2026 @ 7:00pm (Public hearing)
City Council Chambers
203 East Main Street

Regarding the annexation of property on Highway 86 near Jay Drive as C-3, Third Commercial Business District described as:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE ·NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01 °07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH ·01°04'51" EAST A DISTANCE OF 17.31 FEET AlONG_SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID-RIGHT-OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54!-22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Inquiries please contact:

Adam Worster
City of Neosho
Development Services
(417) 451-8050

Recorded in Newton County, Missouri

Recording Date/Time: 08/11/2025 at 09:20:26 AM

Book: 374 Page: 5209

Instr #: **202505270**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO

Jennifer A. Childers
Recorder of Deeds

General Warranty Deed (Individual)

This Deed, made and entered into on August 7,2025, by and between **Grantor(s):** Happy Tooth, LLC and **Grantee(s):** Built Rite Properties, LLC. **Mailing Address of the Grantee(s):** 3295 NE State Rte DWeatherby, MO 64497

Witnesseth, that the Grantor(s), for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Grantee(s), the receipt of which is hereby acknowledged, do(es) by these presents ***Grant, Bargain and Sell, Convey and Confirm*** unto the Grantee(s), the following described Real Estate, situated in the County of Newton and State of Missouri, to-wit:

ALL THAT PART OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 22, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22, THENCE SOUTH 01°07'05" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 161.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 86 TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'09" EAST A DISTANCE OF 24.63 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 01°04'51" EAST A DISTANCE OF 17.31 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 50°06'04" EAST A DISTANCE OF 118.62 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°50'59" EAST A DISTANCE OF 75.13 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88°51'10" EAST A DISTANCE OF 10.86 FEET ALONG SAID RIGHT OF WAY; THENCE LEAVING SAID RIGHT OF WAY SOUTH 01°07'41" WEST A DISTANCE OF 248.93 FEET; THENCE NORTH 88°54'22" WEST A DISTANCE OF 200.07 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 01°07'05" EAST ALONG SAID LINE A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

To Have and To Hold the same, together with all rights and appurtenances to the same belonging, unto the Grantee(s) and to the heirs and assigns of such Grantee(s) forever.

The Grantor(s) hereby covenanting that Grantor(s) and the heirs, executors, administrators, and assigns of such Grantor(s), shall and will **Warrant and Defend** the title to the premises unto the Grantee(s), and to the successors and assigns of such Grantee(s) forever, against the lawful claims of all persons

whomsoever, excepting, however, the general taxes for the calendar year 2025 and thereafter, and special taxes becoming a lien after the date of this deed.

In Witness Whereof, the Grantor(s) has or have hereunto set their hand or hands the day and year first above written.

Happy Tooth, LLC, a limited liability company

Matthew Hoskins

By:_____
Name: Matthew Hoskins
Title: Member

STATE OF Arizona }
} ss.
County of Maricopa }

On August 7th, 2025, before me personally appeared Matthew Hoskins, Member of Happy Tooth, LLC limited liability company to me known to be the persons(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cheryl Carotenuti
Notary Public

My term expires: 03/20/2027

CHERYL CAROTENUTI
Notary Public - Arizona
Maricopa County
Commission # 643913
My Comm. Expires March 20, 2027

Notarized remotely online using communication technology via Proof.

MINUTES
REGULAR SESSION – PLANNING AND ZONING COMMISSION
April 14, 2026

CALL TO ORDER

The meeting was called to order by Aaron Lewis at 6:00pm.

ROLL CALL

Present were Aaron Lewis, Dudley Zerbel, Bobbi Lee and Brett Smith

Approval of Agenda

A motion to approve the agenda was made by Bobbi Lee and seconded by Aaron Lewis. The motion passed unanimously.

APPROVAL OF MINUTES

A motion to accept the minutes of the regular session of January 13, 2026, was made by Bobbi Lee and seconded by Brett Smith. The motion passed unanimously.

NEW BUSINESS

1. Public hearing for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.

   Open at 6:05pm – Closed at 6:05pm. There was no one in attendance to speak.

2. Consider the request for the annexation and rezoning of property near Highway 86 and Jay Dr as C-3 Commercial Business District.

   The committee held a brief general discussion on the request. A motion to accept the request was made by Bobbi Lee and seconded by Arron Lewis. The motion passed unanimously.

OLD BUSINESS

None

ADJOURN:

The meeting was adjourned by Aaron Lewis at 6:10pm.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 5, 2026
ITEM: Bill No. 2026-29: Surplus Item- Fire Department

ORIGINATING DEPARTMENT: Fire Department
ATTACHMENT:

1. **Bill No. 2026-29 Surplus Suzuki Boat Motor for Fire Dept.**

PURPOSE:
The purpose of this agenda item is to surplus a 2021 30HP Suzuki outboard motor.

BACKGROUND:
In 2021, when the Fire Department began the swift water team equipment was purchased by recommendation of other area teams and Mo Dept of Conservation. We leaned heavily on their experience on the equipment we needed to purchase for our team because they were experts in our area with experience and training. We have since found out that one of the pieces of equipment was not correct and needs to be replaced for the safety of our team. We currently have a 30HP Suzuki long shaft motor on our inflatable rescue boat. That motor being so long creates a safety issue for our team while they are in the boat and could cause the boat to capsize. I am requesting this motor be surplussed, and we would be allowed to use it for trade in for a new Suzuki 30HP motor with a short shaft that would allow us to have safer operations.

RECOMMENDATION:
Staf recomends approval to surplus the existing motor.

COUNCIL BILL NO. 2026-29 **ORDINANCE NO. 708-2026**

AN ORDINANCE of the City of Neosho, Missouri declaring certain personal property as surplus; and authorizing the City Manager to execute the appropriate documents.

WHEREAS, THE CITY OF NEOSHO HAS OBTAINED CERTAIN PERSONAL PROPERTY; AND

WHEREAS, THE CITY OF NEOSHO HAS DEEMED SAID PERSONAL PROPERTY TO BE SURPLUS AND NOT NECESSARY FOR FUTURE CITY NEEDS**.**

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

Section 1. That the City of Neosho, Missouri declares the following items of personal property to be surplus:

2021 Suzuki 30hp Boat Motor SN03003F143546

Section 2. That the City Manager is hereby authorized to execute the appropriate documents on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this 19th day of May, 2026 by a vote of _____ YES and _____ NO.

CITY OF NEOSHO, CITY COUNCIL

_____
Tom Workman, Mayor

APPROVED:

_____
Derek A. Snyder, City Attorney

ATTEST:

_____
Cheyenne Wright, City Clerk

CITY SEAL

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 5, 2026
ITEM: Bill No. 2026-30: Agreement with Lexis Nexis Buy Crash and Auto Check
ORIGINATING DEPARTMENT: Police Department
ATTACHMENT:

1. **Bill No. 2026-30 Agreement w-LexisNexis - NPD**
2. **Neosho Police Department LexisNexis Law Enforcement Agreement - PDF**
3. **Neosho Police Department LN Agency AutoCheck agreement - Q1.V1.19-080122 - PDF**
4. **Neosho Police Department LexisNexis Order 1 BuyCrash - PDF**

PURPOSE:

To seek City Council approval for the Neosho Police Department to enter into a Law Enforcement Agreement and associated service orders with LexisNexis Coplogic Solutions Inc., including the LexisNexis BuyCrash Order and AutoCheck Vehicle History Agreement, and to authorize the **Mayor** to execute all necessary documents to allow continued electronic distribution of traffic crash reports and access to vehicle history tools used in law enforcement investigations

BACKGROUND:

The Neosho Police Department is responsible for the documentation, retention, and lawful distribution of traffic crash reports generated within the City of Neosho. The Department utilizes LexisNexis Coplogic Solutions Inc. to manage these responsibilities through a secure, web-based platform that complies with state and federal privacy requirements, including the **Driver's Privacy Protection Act (DPPA)**.

The **Law Enforcement Agreement** establishes the general terms and conditions under which LexisNexis Coplogic Solutions Inc. provides services to the Neosho Police Department. These terms include system access, data security standards, audit provisions, and compliance with applicable federal and state laws. The agreement authorizes LexisNexis to act on behalf of the Police Department in distributing crash reports to authorized requestors while ensuring that ownership and control of departmental data remain with the City.

Pursuant to this agreement, the **LexisNexis BuyCrash Order** designates LexisNexis as the exclusive online distributor of Neosho Police Department crash reports through the BuyCrash portal. This service allows members of the public, insurance carriers, and other authorized parties to obtain crash reports electronically without requiring in-person requests at the Police Department. There is **no cost to the City** for this service, and the City receives an **agency fee of $1.25 per report** when applicable. The order has an initial term of thirty-six (36) months with automatic annual renewals unless terminated with proper notice.

In addition, the **AutoCheck Vehicle History Agreement** provides the Police Department with access to Experian AutoCheck vehicle history reports and vehicle monitoring tools through the LexisNexis Command Center. These tools assist officers and investigators by providing vehicle title information, theft indicators, odometer discrepancies, and other relevant vehicle data used in criminal investigations and enforcement activities. This service is provided **at no cost to the City** as long as the LexisNexis agreement remains in effect.

Together, these agreements improve operational efficiency, reduce administrative workload for Police Department

staff, enhance public access to records, and support investigative functions while maintaining compliance with legal and data security requirements.

RECOMMENDATION:

It is recommended that the City Council approve the Law Enforcement Agreement with LexisNexis Coplogic Solutions Inc., including the BuyCrash Order and AutoCheck Vehicle History Agreement, and authorize the **Mayor** to execute all necessary documents on behalf of the City of Neosho. Approval of these agreements will allow the Neosho Police Department to continue electronic crash report distribution, maintain compliance with state and federal law, and utilize investigative tools at no direct cost to the City.

COUNCIL BILL NO. 2026-30 ORDINANCE NO. 709-2026

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with the LexisNexis Coplogic Solutions, Inc., a Delaware corporation, for the purpose of providing license to the Neosho Police Department for law enforcement databases, AutoCheck and BuyCrash, requiring no appropriations by the City; and authorizing the Neosho Chief of Police 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 LexisNexis Coplogic Solutions, Inc., a Delaware corporation, for the purpose of providing license to the Neosho Police Department for a law enforcement database, AutoCheck and BuyCrash, requiring no appropriations by the City, , 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 Neosho Chief of Police is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

Section 3. 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 May, 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

LexisNexis® | Coplogic™ Solutions

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("**Agreement**") is dated _____, 20_____ ("**Effective Date**") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("**Provider**"), and Neosho Police Department , with its principal place of operations at 201 North College Street Neosho Missouri 64850 ("**Agency**"). Provider and Agency may be referred to herein individually as a "**Party**" and collectively referred to as "**Parties**".

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "**Services**") as described in an applicable order to this Agreement ("**Order**"). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "**Report**"). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

(a) Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and

(b) Agency shall not access or use Services from outside the United States without Provider's prior written approval; and

(c) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and

(d) Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and

(e) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and

(f) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and

(g) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and

(h) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and

(i) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3. Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide after-hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support. This daily fee includes all Provider travel time and expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required (outside of the

Service Features defined in the Order(s)) to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

(a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (as defined in Section 5.2 of this Agreement), including Reports purchased before the applicable Order Effective Date, and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

(b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or

(c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

(d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

4.4. Product Enhancements. Should Agency request enhancements to Services outside of the standard Service Features set forth in a specific Order, Provider will provide Agency with a scope document, as part of the Change Control Process, reflecting the requested enhancement(s), cost, and schedule to complete such enhancement. Where Agency executes such scope document, the scope document shall comply with the terms and conditions set forth in this Agreement.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency

further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 15.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1. Definition. "**Confidential Information**" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency ("**FOIA**"), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars ($100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising

from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

14. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

15. MISCELLANEOUS.

15.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

15.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

15.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

15.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

15.6. Survival. Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.

15.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

15.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms

containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

15.9. Governing Law. This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Neosho Police Department**	Provider: **LexisNexis Coplogic Solutions Inc.**
Signature: _____	Signature: _____
Print Name: _____	Print Name: William S. Madison
Title: _____	Title: Executive Vice President
Date: _____	Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:

(a) provide immediate written notice to:

(i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
(ii) via email to (security.investigations@lexisnexis.com); or
(iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and

(b) promptly investigate the situation; and
(c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
(d) if required by law, or in Provider' discretion, Agency shall:

(i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
(ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and

(e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
(f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Agreement for AutoCheck® Service

(for Law Enforcement Agency Customers of LexisNexis® Coplogic Solutions Inc. only)

Experian Information Solutions, Inc. ("Experian") and the Client designated herein ("Client"), hereby agree to the following:

1. Services. Experian agrees to sell the Experian AutoCheck® Vehicle History Report and AutoCheck Triggers ("Services") described in this Agreement for AutoCheck® Service ("Agreement") to the agency Client identified below. The AutoCheck Vehicle History Report Services provides information on vehicles compiled by vehicle identification number ("VIN"), which access vehicle title and registration records to identify vehicle specifications and title brands and lists odometer readings and potential odometer discrepancies where permitted by law or contract. The Services may be delivered via the Internet at www.autocheckmembers.com or via a link from the LexisNexis® Command Center portal ("LN Command Center"). The AutoCheck Triggers Service matches a Client provided vehicle identification number ("VIN") against the AutoCheck vehicle history database and flags VINs when information in the monitored element changes. Flagged VINs and monitored element data changes will be output to Client. Refer to Exhibit A for information on monitoring frequency, monitored element selection, and output elements.

2. Term. The term of this Agreement is one (1) year from the Effective Date of the Agreement ("Term") and shall renew automatically for additional, successive one (1) year periods (each a "Renewal Term"). Experian may terminate this Agreement (i) in the event of a material breach of this Agreement by Client; or (ii) if Client ceases to provide their accident data ("Client Accident Data") to LexisNexis® Coplogic™ Solutions Inc. ("LN"). In either event, termination will be effective immediately with automatic termination of any license rights.

3. Fees. There will be no charge for the Services under this Agreement provided that Client has a current executed agreement with LN.

4. Data Use Restrictions. The below restrictions apply to the Services provided under this Agreement:

A. Client shall only use the AutoCheck Vehicle History Report Services for purposes of providing the Services solely to law enforcement personnel for agency Client's use in carrying out its functions.
B. Client shall only use the AutoCheck Triggers data for assisting in police investigations that involve the vehicle in question.
C. Client must not use the Services for any Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) purpose such as credit extension, insurance, employment or other purposes under Section 604 of the FCRA. Client may use Services to evaluate collateral. Client may not use Services to evaluate consumers.
D. Client shall not resell or license the Services to any third party.
E. Client shall not represent that Experian warrants or otherwise certifies the quality of any vehicle, and Client will not use the Experian name, the AutoCheck name or this relationship to make such a representation.

5. Internet Security. AutoCheck Client must have a commercially reasonable Internet security system, which Experian may review and audit in its discretion.

6. User Code. Experian will provide Client with a proprietary nontransferable user code that the Client must use when requesting Services. Client shall keep such user code confidential and prevent unauthorized or fraudulent use. Any request for additional and/or reduction and/or termination of User Codes by Client will be made in writing and requests for additional User Codes may be subject to an additional fee.

7. Compliance with Law and Industry Standards. Experian shall comply with and adhere to all: (i) applicable industry standards and guidelines; and (ii) all applicable federal and state laws applicable to Experian's performance and provision of the Services. Client shall comply with and adhere to all: (i) applicable industry standards and guidelines; and (ii) all applicable federal and state laws applicable to Client's receipt and use of the Services.

8. Intellectual Property Rights. Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in Experian's databases and any other intellectual property that are part of the Services are and will continue to be Experian's exclusive property. Nothing contained in this Agreement, Exhibit A - Sections I or Exhibit B shall be deemed to convey to Client or to any other party any ownership interest in or to intellectual property or data provided in connection with the Services.

9. Indemnity. Client shall indemnify, defend and hold Experian harmless from and against any and all liabilities, damages, claims and expenses including attorney fees incurred by Experian arising out of any claims brought against Experian relating to the use of the Services by Client, including but not limited to any negligent acts or omissions, willful misconduct, misrepresentation, or breach of the Agreement by Client and relating in any way to Client's receipt or use of the Services.

10. Warranties and Limitation on Liability. Experian warrants to Client that Experian will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to Experian by other sources, Experian cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. Experian will not be liable to Client or to any of Client's customers for any loss or injury arising out of or caused by Experian's acts or omissions in providing the Services. If, however, liability is imposed upon Experian for any reason whatsoever, then that liability shall be limited to the Fees paid by the Client for the Services in the six months preceding the claim upon which the liability is based. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER OR NOT FORESEEABLE AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

11. Waiver. Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement or any Schedule, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

12. Audit. Experian will have the right to audit Client's and any of its agent's use of the Services to assure compliance with the terms of this Agreement. AutoCheck Client will be responsible for assuring full cooperation with Experian in connection with such audits and will provide Experian or obtain for Experian access to such properties, records and personnel as Experian may reasonably require for such purpose.

13. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by AutoCheck Client without Experian's prior written consent.

14. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the party will promptly notify the other party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

15. Choice of Law. This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Delaware. Any dispute under this Agreement shall be brought in the federal or state courts in Delaware.

16. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed delivered at the time of receipt if delivered by hand or communicated by electronic transmission, or, if mailed, three (3) days after mailing by first class mail with postage prepaid. Notices to Experian shall be sent to AutoCheck Customer Operations, 955 American Lane, Schaumburg, IL 60173 or emailed to customersupport@experian.com. Notices sent to the AutoCheck Client shall be addressed to the address designated in Exhibit A.

17. Amendments. This Agreement may only be amended in writing signed by authorized representatives of both parties.

18. Survival. The provisions of Sections 3, 4, 7, 8, 9, 10, 11, and 15 in addition to any other provisions of this Agreement that would normally survive termination, shall survive termination of this Agreement for any reason.

19. Complete Agreement. This Agreement sets forth the entire understanding of Client and Experian with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating.

BY SIGNING BELOW, YOU ARE INDICATING (I) YOU HAVE READ AND YOU UNDERSTAND, ACCEPT AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, (II) YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.

CLIENT:

By: _____
(Signature)

Print Name: Phone No.:

Title: E-Mail Address: Fax No.:

EXPERIAN INFORMATION SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

Effective Date: _____

Exhibit A – AutoCheck Triggers Program Details

CLIENT INPUT
Client will use the LN Command Center to select/deselect VINs which it would like monitored. LN will provide that list of VINs to Experian for monitoring on no less than a daily basis

EXPERIAN PROCESS
The elements that will be monitored are shown in Exhibit C. Experian will match the input VINs to the Experian AutoCheck vehicle history database and flag VINs when information in the monitored element changes. Flagged VINs and monitored element data changes will be output to and made available for viewing in the LN Command Center on a daily basis. The output elements are shown in Exhibit D. Process details are below:

VIN File Monitoring

1) Experian to create Client ID which will be provided to LN and matched to client's Command Center ID
2) Client to select VINs to be monitored in the LN Command Center. LN will provide the selected VINs to Experian on a daily basis
3) An initial baseline file is created based upon the monitoring elements (Exhibit C) and posted to Command Center for client retrieval
4) VINs are scanned for event changes
5) If a change has occurred since the previous reporting period a Trigger flag will appear
6) Experian uploads a file to LN which will contain information on VINs with change in monitored elements
7) LN will send an email notification to Client advising that a file has been posted for retrieval.
8) Each VIN/triggered element combination will appear as a separate row in the Command Center

MONITORING FREQUENCY SELECTION
☒ Daily

EXPERIAN OUTPUT
Output elements in (Exhibit C) will be provided in the output file results.

Each activity associated with a VIN will be output as a separate row.

EXHIBIT B: * MONITORING ELEMENT SELECTIONS (ACTIVITY TYPE)

- ☐ Abandoned
- ☐ Accident Data (includes Airbag Deployed & Severe Accidents)
- ☐ Airbag Deployed
- ☐ Commercial Use
- ☐ Crash Test Vehicle
- ☐ Dealer Plates
- ☐ Detrimental Auction Announcement
- ☐ Driver Education
- ☐ Failed Emission Inspection
- ☐ Failed Safety Inspection
- ☐ Fire Damage
- ☐ Fleet
- ☐ Fleet/Lease
- ☐ Fleet/Rental
- ☐ Fleet/Taxi
- ☐ Frame Damage
- ☐ Government Use
- ☐ Grey Market
- ☐ Hail Damage
- ☐ Insurance Loss
- ☐ Junk
- ☐ Lemon/Manufacturer Buyback
- ☐ Livery Use
- ☐ Major Damage Incident
- ☐ Manufacturer Announcement
- ☐ Mileage Reading
- ☐ Motor Change
- ☐ Non Assured**
- ☐ Non Detrimental Auction Announcement
- ☐ Odometer Problem
- ☐ Police Use
- ☐ Prior Rental
- ☐ Prior Taxi
- ☐ Rebuilt/Rebuildable
- ☐ Recycled
- ☐ Rental
- ☐ Repossessed
- ☐ Salvage (includes Salvage Auction & Salvage Reported)
- ☐ Salvage Auction
- ☐ Salvage Reported
- ☐ Severe Accident
- ☐ Taxi Use
- ☐ Theft
- ☐ Theft Recovered
- ☐ Title Damage
- ☐ Title
- ☐ Registration
- ☐ Water Damage
- ☒ All Available Elements

* The title brands listed above are subject to availability by the state data source

** Non Assured includes Crash Test Vehicle, Detrimental Auction Announcement, Fire Damage, Frame Damage, Grey Market, Hail Damage, Insurance Loss, Junk, Lemon/Manufacturer Buyback, Major Damage Incident, Manufacturer Announcement, Rebuilt/Rebuildable, Recycled, Salvage, Salvage Auction, Salvage Reported, Title Damage, Water Damage and Rollback [Note: there is an upcharge for the Non-Assured monitored element]

EXHIBIT C: OUTPUT ELEMENT SELECTION

☒ VIN (required output selection)
☐ Assured/Buyback Flag
☒ Activity Code
☒ Activity Type
☒ Activity Date
☒ City
☒ State
☒ Data source
☐ Rollback (Non Assured must be selected as a Monitoring Element to receive this output option)
☐ Last odometer reading (Mileage Reading must be selected as a Monitoring Element to receive this output option)
☐ Last odometer date (Mileage Reading must be selected as a Monitoring Element to receive this output option)
☐ Estimated current mileage (Mileage Reading must be selected as a Monitoring Element to receive this output option)
☒ Case Number (if applicable) (Accident Data, Airbag Deployed or Severe Accidents must be selected as a Monitoring Element to receive this output option)

AUTOCHECK EXHIBIT A FOR LAW ENFORCEMENT

SECTION I – AGENCY CONTACT INFORMATION

Agency Name:
Agency ORI number:
Address:
City/State/Zip:
Primary User's First & Last Name:
Primary User's Telephone:
Primary User's Email Address:

SECTION II – ADDITIONAL AUTHORIZED USERS

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

User's First & Last Name:
User's Telephone:
User's Email Address:

LexisNexis® | Coplogic™ Solutions

Order No. 1
LexisNexis® BuyCrash™ (LNBC)

This Order No. **1** ("**Order**") is entered into this _____ day of _____, 2026 ("**Order Effective Date**") between **Neosho Police Department** ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 2026 ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.

3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1 Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports.
   3.2 Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
   3.3 Provide Report distribution services as set forth in Section 5 of the Agreement.
   3.4 Notwithstanding Section 2.1(h) of the Agreement, Agency may provide access to Agency's reports and information through command center to government employees with a need to know such information
   3.5 Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
   3.6 As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

	1.	No permissible use.
x	2.	Use by a government agency, but only in carrying out its functions.

4. TRAINING.

4.1. Train-the-Trainer Training Sessions. At no additional cost to Agency, Provider will provide Agency users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other Agency-requested topics. The 'train the trainer' approach aims to educate Agency users with skills that are needed to train other users. Provider aims to train Agency users within 60 days of go-live. Provider will offer Agency up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.

4.2. User Guides. Provider will provide Agency with user guides or training documentation appropriate for the Services.

4.3. On Site Training. In response to written Agency requests for Provider to provide on-site training, Provider shall produce a written estimate of the time required to provide the requested training and state any requirements, such as the presence of Agency staff,other resources, or materials. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site training (this daily fee includes all Provider travel time and travel expenses).

5. TERM AND TERMINATION. This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least ninety (90) days prior to the expiration of the Renewal Term.

6. FEES. Pursuant to Section 4 of the Agreement, the Agency Fee is Three Dollars ($3.00). There shall be no fee to Agency for the Services.

6.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Neosho Police Department**	Provider: **LexisNexis Coplogic Solutions Inc.**
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: William S. Madison
Title: _____	Title: Executive Vice President
Date: _____	Date: _____

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Bill No. 2026-31: Pace Systems, Inc Agreement

ORIGINATING DEPARTMENT: Finance Department
ATTACHMENT:

1. **Bill No. 2026-31 Agreement with Pace Systems for Timekeeping-Scheduling**
2. **Pace Proposal with Time Clock Add On**

PURPOSE:

To seek Council approval to enter into an agreement with Pace Systems, Inc for a digital timekeeping and scheduling software.

BACKGROUND:

During the bidding and review of the ERP system payroll/timekeeping was listed as an option. Only two companies were able to supply timekeeping separate from the ERP System during the bidding process. One company is over $24,000 annually and the other never responded when contacted for a demonstration. Staff began a review of additional software to perform scheduling for Police and Fire that would communicate with Springbrook. Two companies, Vector Solutions, who is a Sourcewell vendor, and Pace Systems, were scheduled for demonstrations. While Vector is a state bid, the system only supports scheduling at this time and does not have timekeeping for the city. Due to each department being required to purchase a web page for the scheduling this places the cost above Pace Systems. Pace systems has both scheduling and timekeeping capabilities as well as communication with Springbrook for payroll. This will allow employees more accountability for their time and move the city to a digital format for approvals, and increase efficiencies in payroll due to the communication between Pace and Springbrook.

Staff is proposing a 5 year agreement and payment is required upfront for the 5 years.The cost is $66,325 and will need to come from the fund balance of all the departments.

RECOMMENDATION:

Staff recommends approval of a 5 year term with Pace Systems and request approval of the Mayor to execute the agreement.

COUNCIL BILL NO. 2026-31 ORDINANCE NO. 710-2026

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Pace Systems, Inc., a Illinois corporation, for the purpose of providing a cloud-based scheduling software for a five (5) year services agreement for the not to exceed purchase amount of sixty-six thousand three hundred twenty-five and 00/100 dollars ($66,325.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

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 Pace Systems, Inc., a Illinois corporation, for the purpose of providing a cloud-based scheduling software for a five (5) year services agreement for the not to exceed purchase amount of sixty-six thousand three hundred twenty-five and 00/100 dollars ($66,325.00), 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 is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

Section 3. That this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of May 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

SCHEDULER
Scheduling, Simplified.

Pace Scheduler Proposal

Prepared For

City of Neosho
Dir. Leslie Forest
203 E. Main St.
Neosho, MO 64850

Prepared By

Frank Provenzano
fprovenzano@pace-systems.com
630-395-2187



Pace Systems
2040 Corporate Lane
Naperville, IL 60563

Date

April 14, 2026

OVERVIEW

Dear Dir. Forest,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano
National Account Manager
Pace Scheduler



SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any device (tablet, phone, laptop, PC, etc).

The software is based on a yearly subscription model and includes the following:

- 13-month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8AM-5PM, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace “Project Lead” and “Co-Lead” for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled “go-live” date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD

TERMS AND CONDITIONS

PACE SCHEDULER SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer consents on behalf of all its users to receive automated text messages related to the software's functionality. These messages may include notifications, alerts, and reminders. Standard message and data rates may apply. Users can opt out individually by replying "STOP" to any message. Customer is responsible for updating Pace Scheduler with any changes to its users' mobile numbers. Company is not liable for delayed, undelivered, or compromised messages.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title

and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

PAYMENT OF FEES

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement shall be automatically renewed for additional periods of the same duration as the Term as specified in the Order Form unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY, MAINTENANCE, AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY,: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

SECURITY STATEMENT

The Pace Scheduler is a cloud-based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

UPTIME AND AVAILABILITY

Uptime

The Pace Scheduler application is hosted on Amazon Web Services servers, which guarantees a 99.99% uptime. To date, Pace Scheduler has kept a historical 99.996% uptime (including both planned and un-planned outages), while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When Pace releases new functionality that may require downtime, releases updates to existing features that may require downtime, or needs to bring the website down for maintenance for any other reason, Pace will schedule these updates or outages between 12:00AM CST and 5:00AM CST unless extenuating circumstances exist. Releases that require 0 seconds of downtime may happen at alternate times. During the vast majority of releases there will be no downtime. The reason for scheduling certain releases in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.

SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all tickets within one (1) business day.

SCHEDULER
Scheduling, Simplified.

PRICING AND FEES

PACE SCHEDULER
2040 CORPORATE LANE
NAPERVILLE, IL 60563

DATE: April 14, 2026
QUOTATION #: NEO20260414
QUOTE VALID UNTIL: July 14, 2026

BILL TO:
City of Neosho
Dir. Leslie Forest
203 E. Main St., Neosho, MO 64850

Annual Software License (Recurring)

Description	# of Licenses	Billing Term	Total
Pace Scheduler Software License	Up to 125 users	Annual Recurring	$8,350.00
Time Clock Software License	Up to 75 users	Annual Recurring	$2,625.00
Annual Recurring Software Subtotal			**$10,975.00***

One-Time Hardware/Related Costs

Description	Qty	Billing Term	Total
Samsung Galaxy Tab Active5 (Wi-Fi, 128GB)*	6	One-Time	$3,150.00
RAM Locking USB-C Powered Dock w/ NFC (Active5/3)*	6	One-Time	$1,500.00
Tablet Configuration Fee	N/A	One-Time	$500.00
One-Time Hardware/Related Subtotal			**$5,150.00**

**On-site installation by owner/client; remote support for installation provided by Pace Scheduler*

Total Cost Summary

Description	Total
Annual Recurring Subscription Fees	$10,975.00
One-Time Fees	$5,150.00
FIRST YEAR TOTAL FEES	**$16,125.00**

Satisfaction Guarantee: Pace Scheduler offers a satisfaction guarantee, whereby once your full team has attended and completed all training and onboarding meetings, and are using the system and considered live, if you are dissatisfied with the product during the first 12 months of your subscription, Pace will prorate and refund the unused portion of your subscription. Refund does not include any custom development fees or Timeclock hardware/supplies.

OPTIONAL ITEMS

Single Sign On (SSO) through MS Azure/Entra ID allows users to use their existing active directory password, instead of having to remember another new password. It also allows your IT department to maintain control over password standards, policy and security.

You would have to check with your IT department to see if they support it if you are interested.

1. Single Sign On ("SSO")	
Please check the box to add SSO through Microsoft Azure to your annual subscription of Pace Scheduler	**Check "X" in the Box Below to Include SSO**
SSO Pricing for the up to 125 users: $1,260.00/year	[ ]

Annual Recurring Subscription Fees – INCLUDING SSO	**$12,235.00**
FIRST YEAR TOTAL FEES – INCLUDING SSO	**$17,385.00**

2. Multi-Year Subscription*

Pricing subject to increase at time of subscription renewal. Purchase a multi-year subscription to lock in your pricing with no increases throughout the period.

Please check "X" in a box below if you would like to take advantage of a multi-year subscription

2 Year	3 Year	4 Year	5 Year
[ ]	[ ]	[ ]	[ ]

**Payment is due upfront for selected number of years in order to take advantage of this offer*

3. Custom Implementation Services

Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract

PACE SCHEDULER SERVICES AGREEMENT
QUOTATION #: NEO20260414

This Pace Scheduler Services Agreement ("Agreement") is entered into on _____ (the "Effective Date") between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Customer acknowledges and agrees to payment being due upfront and within 30 days of receipt of Pace Scheduler invoice.

PACE SYSTEMS, INC	**CITY OF NEOSHO**
Contact Name:	**Contact Name:**
_____	_____
Title:	**Title:**
_____	_____
Signature:	**Signature:**
_____	_____
Date:	**Date:**
_____	_____
	PO# (If Applicable):
	_____

SCHEDULER
Scheduling, Simplified.

CLIENT BILLING INFORMATION

Date: _____

Company Information

Company Name:	*Company Address:*	
City:	*State:*	*Zip Code:*
Phone Number:	*Fax Number:*	*Website:*
Company Contact:	*Title:*	*Phone Number:*

Tax Exempt? ☐ Yes ☐ No

FEIN#: _____

Accounting Contact

Name:	*Phone:*	*Email:*

_____

Authorized Signature Title Date

PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER

In order to move forward, we will need the following from you:

1. Copy of signed Proposal (including pricing page)
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
   - **Project Lead**
   - **Co-Lead**
   - **Head of Department** - this person will be copied on correspondence and progress
   - **Payroll Contact** - person who manages the payroll software (if you want us to build a payroll export)

The Project Lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead and Co-Lead.

The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.

SA 22A 9/18

The Empire District Electric Company

Service Notification # 590000089683

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **24th** day of **April, 2026** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	714 LAUREL CIRCLE - POLE #803886	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 275.79	
Remove	714 LAUREL CIRCLE - POLE #803886	16,000L 150W HPS Cobrahead	1		$107.46		$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$107.46	$ 275.79	$ 218.47
A	**Annual Energy Charge for this Request** (Install minus Remove)			**-$33.43**			
B	**Total Facility Usage Charge for this Street Light Request** (Install minus Remove)					**$**	**57.32**

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$57.32
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$5.16
E	Annual Energy Charge for this Request (Total Line A)	-$33.43
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	-$28.27
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**-$2.36**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this ___ day of _____

(SEAL)

ATTEST:

_____ By _____

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	423	6,000L - 70W	7	12,000L - 175W	8	7,500 - 9,500L - 150W	301
11,000L - 250W	11	16,000L - 150W	106	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000089683 DATE COMPLETED _____

CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$57.32	$61,223.63	$680,262.60

The Empire District Electric Company

Company Representative Completing Contract: Steve Fullmer

Executed at Joplin, Mo this _____ day of _____ By _____

(Authorized Signatory)

SA 22A 9/18

The Empire District Electric Company

Service Notification # 590000089680

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **24th** day of **April, 2026** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	QTY	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	408 S. VALLEY ST. - POLE #603363	7,500L-9,500L 150W eq LED 1 Cobrahead	1	$74.03		$ 275.47	
Remove	408 S. VALLEY ST. - POLE #603363	7,000L 175W MV Open Bottom	1		$91.62		$ 54.38
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				$74.03	$91.62	$ 275.47	$ 54.38
A	Annual Energy Charge for this Request (Install minus Remove)			-$17.59			
B	Total Facility Usage Charge for this Street Light Request (Install minus Remove)					$	221.09

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	$221.09
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	$19.90
E	Annual Energy Charge for this Request (Total Line A)	-$17.59
F	**Annual Facility Usage and Energy Charge for this Request** (Total Line D plus/minus Line E)	$2.31
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	**$0.19**

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this ___ day of _____

(SEAL)

ATTEST:

_____ By _____

Clerk of Neosho — Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	423	6,000L - 70W	7	12,000L - 175W	8	7,500 - 9,500L - 150W	300
11,000L - 250W	11	16,000L - 150W	107	20,500L - 250W	50	13,000 - 16,000L - 250W	8
20,000L - 400W	7	27,500L - 250W	8	36,000L - 400W	0	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

SN # 590000089680 DATE COMPLETED _____

CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
$221.09	$61,218.48	$680,205.28

The Empire District Electric Company

Company Representative Completing Contract: Steve Fullmer

Executed at Joplin, Mo this _____ day of _____ By _____

(Authorized Signatory)

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Overlay, Micro-Surfacing

ORIGINATING DEPARTMENT: Public Works Department
ATTACHMENT:

1. **Overlay and MicroSurfacing Bid**

PURPOSE:
Request council's approval of bids for road surface improvements for asphalt Overlays and Micro-surfacing.

BACKGROUND:
This project is 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

RECOMMENDATION:
City Staff recommends approving bid A from Blevins for the amount of $204,241.10.

City staff recommends approving bid B from Vance Brothers for the amount of $241,518.88.

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:



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NEOSHO, MO 64850
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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.

- Addendum #1 Acknowledged - April 22, 2026
- Addendum #2 Acknowledged - May 5, 2026

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 $ 112.05	Total Cost $ 212,438.96
Streets Transition Milling	425' Linear ft	Unit Price $ 5.75	Total Cost $ 2,443.75
Full Mill	6,492.55 sy	Unit Price $ 3.25	Total Cost $ 21,100.79
Edge Mill	726.62 sy	Unit Price $ 3.75	Total Cost $ 2,724.83

Mobilization for all total Cost $ 10,900.00

Streets Total Cost $ 249,608.32

BID B

Micro Surfacing	61,611.96 SQ	Unit Price $ NA	Total Cost $ N/A

BID C

Paint

Square and a block off

Industrial DR **Unit Price $** N/A **Total Cost $** N/A

Total for all $ N/A

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO
Projected Shipping Date: 7-13-2026 - Streets Overlay

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: Emery Sapp & Sons, Inc.

ADDRESS: 7389 E. Newman Rd. Joplin, MO. 64801

PHONE: 816-645-7211

EMAIL: Jesse.Walker@emerysapp.com

BY: [signature] AVP

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NEOSHO, MO 64850
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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 $ 104.75	Total Cost $ 198,598.67
Streets Transition Milling	425' Linear ft	Unit Price $ 10.50	Total Cost $ 4,462.50
Full Mill	6,492.55 sy	Unit Price $ 3.45	Total Cost $ 22,399.30
Edge Mill	726.62 sy	Unit Price $ 6.10	Total Cost $ 4432.38
		Mobilization for all total Cost $	4,300.00
		Streets Total Cost $	234,192.85

BID B

Micro Surfacing	61,611.96 SQ·	Unit Price $ N/A	Total Cost $ N/A

BID C

Paint

Square and a block off

Industrial DR **Unit Price $** N/A **Total Cost $** N/A

Total for all $ N/A

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO
Projected Shipping Date: Early September

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: APAC-Central, Inc.

ADDRESS: 4580 W. Calhoun, Springfield, MO

PHONE: 417-868-6700

EMAIL: bryson.trogdon@apac.com

BY: _____
Bryson Trogdon

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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

ADDENDUM #1 TO BID DOCUMENTS

AS OF APRIL 22, 2026, THE FOLLOWING CHANGE HAS BEEN MADE IN THE BID FORM

Please list each bid as follows:
Bid A: Overlay/Milling
Bid B: Micro-Surfacing
Bid C: Striping

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 $_____	Total Cost $_____
Streets Transition Milling	425' Linear ft	Unit Price $_____	Total Cost $_____
Full Mill	2,885.77 sy	Unit Price $_____	Total Cost $_____
Edge Mill	726.62 sy	Unit Price $_____	Total Cost $_____

Mobilization for all total Cost $_____

Streets Total Cost $_____

BID B

Micro Surfacing	61,611.96 SQ	Unit Price $_____	Total Cost $_____

BID C

Paint

Square and a block off

Industrial DR Unit Price $_____ Total Cost $_____

Total for all $_____

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO
Projected Shipping Date: _____

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
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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

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Traffic Barricades for Event Safety
ORIGINATING DEPARTMENT: Police Department
ATTACHMENT:

1. **60TrailerPackage_MVB3X_Neosho**
2. **AST - Sole Source Letter - Neosho**

PURPOSE:

The purpose of this agenda item is to consider approval for the purchase of three (3) MVB3X Modular Vehicle Barrier System 60-unit trailer packages from Advanced Security Technologies (AST) for use by the City of Neosho to enhance public safety and event security operations.

BACKGROUND:

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.

RECOMMENDATION:

Staff recommends approval of the bid as presented.

ADVANCED SECURITY TECHNOLOGIES

AST

Bringing Advanced Technologies to the Security World

May 13, 2025

Adam Worster
City of Neosho
203 E. Main Street
Neosho, MO 54850

Phone: 417-451-8083
Email: aworster@neoshomo.gov

REFERENCE: MVB3X Modular Vehicle Barrier System - 60-Unit Trailer Package
System Number: AST3X-60/60-320206-40

Mr. Worster,

Thank you very much for your interest in our SAFETY Act-designated MVB3X Modular Vehicle Barrier System. We are pleased to provide the specifications and pricing information related to the trailer system below. We sincerely appreciate your agency's positive interest in utilizing our certified system in protecting your events.



A. <u>Mandatory Performance Based Specifications:</u>

1. Must be US Department of Homeland Security Safety Act Designated.
2. Barrier System must be certified to ASTM-F2656-15, PAS 68 and IWA standards.
3. Barrier System must be modular and adaptable to any road width.
4. Multiple traffic lanes of continuous coverage must be able to be assembled without the use of cables or ball/hitch connections. Cables shall not be used in the modular vehicle barrier system.
5. Three points of connection via metal structure and pins are REQUIRED to connect the barriers to each other to ensure continuity in the barrier integrity and stopping capability.
6. The Barriers MUST be Safety Yellow in color for maximum visibility
7. A continuous section of barriers can create an operational gate to meet any road width, which shall be assembled and moved in one continuous line.
8. Gates may not be created with ropes, chains, or arrestor cable.

9. Open and close one lane by a single person in less than ten seconds
10. Multiple connected lanes of barriers can be moved at once.
11. One person to assemble, deploy and dismantle
12. Quick perimeter access in case of an emergency
13. The vehicle barrier must have an open structure design, with no solid metal/bullet resistant piece being more than 18" in width, as to not provide an active shooter cover and concealment.
14. The system must have an open structure design to minimize risk of ricochet or spall to personnel in the vicinity in an active shooter event.
15. Barriers cannot inhibit visibility of personnel to see adults and children who may be on either side of the barriers, therefore no barrier component may be 4 square ft.
16. Individual barrier units must fold for easy carrying and storage
17. No tools required for assembly
18. Zero maintenance

B. Modular Vehicle Barrier Product Specifications:

1. Barrier Units must be able to be deployed in increments of 2 feet or less to ensure it will fit any size roadway.
2. Each complete MVB3X unit must weigh less than 53 lbs.
3. Each unit dimensions: L~46.5", W~21", H~32".
4. Tools shall not be required. System is to be assembled with pins.
5. Barriers must have the ability to be folded for transportation.
6. MVB3X units must have the option to pivot and transition into an operational gate.
7. MVB3X units must have the option of slide wheels for lateral movement.
8. Barriers must be capable of quick deployment (less than a minute to deploy a single unit).
9. Barriers must be able to be deployed by one person.
10. Bottom edges of the barriers must be protected by aluminum covers (for pedestrian safety).
11. Barrier System shall have the ability to be deployed from the road and up to sidewalk in one continuous line.
12. MVB3X units shall have multi-terrain capability.
13. MVB3X units shall not require any maintenance.
14. Magnetic sequential lights shall attach to MVB3X units.

C. MVB3X 60-Unit Transport Trailer Specifications:

1. Trailer must be enclosed and MUST have a hardcover roof for long-term protection.
2. Trailer to include drip rails. The Trailer shall be made in the United States and comply with U.S. DOT regulations.
3. The Trailer must be New/Unused.
4. Trailer can hold up to 60 MVB3X units + Pivots.
5. Trailer must have storage and transport capacity of up to (8) lanes of barriers.

6. 60-unit Trailer will have 5 doors on each side
7. 60 Unit Trailer shall not be longer than 16 feet.
8. Trailer shall be 101.5” wide.
9. 60 Unit Trailer shall be tandem axle.
10. 14,000 lb. hauling capacity.
11. Electric brakes.
12. LED lighting.
13. 15,000-pound safety chain.
14. Trailer will come equipped with a 2 5/16” hitch.
15. Spare wheel + Tire ST225/75/R12 (6 Lug).
16. All containment steel shall be powder coated.
17. MVB3X barriers can be loaded/stored from both sides.
18. Each MVB3X unit has its own dedicated slot for safe transport.
19. Each MVB3X is locked in place for transport with secondary retainment system.
20. Unit shall have Stainless Steel latches & hinges.
21. Zinc coated steel rivets, nuts & bolts.
22. Dedicated space for pivot units.
23. Each door has locks for safe storage. All keyed alike.
24. Single storage compartment shall be provided on the trailer. Each compartment shall be 24” tall x 35” deep x 96” wide. Compartment shall have dedicated slots for the pivot units.
25. Trailer shall be black in color.

D. <u>Sequential Lighting Specifications</u>

1. 24+ hours of continuous flash.
2. Charge all flares at once.
3. Visible range of 3,000+ feet
4. 6-hour recharge time from completely dead battery.
5. RDS™ (Rapid Deployment System): Automatically turns on flare when removed from case.
6. 30,000 lbs. crush strength.
7. Flare specification: Weight = .5 lbs.
   Dimensions: L = 4.25 in, W = 3.5 in, H = 1 in.
8. 10 Set specification: Weight with flares = 7 lbs.
   Dimensions: L = 11.7 in, W = 9.2 in, H = 1.2 in
   Includes: Carrying/Charging case, DC 12/24V car charger plug, AC wall charger plug

E. Pricing Information.

60-Unit MVB3X Trailer Package

System Number	Description	Unit Price	Quantity	Extended
AST3X-60/60-320206-40	60 MVB3X Capacity Fully Loaded Trailer System	$164,988	3	**$494,964**
Freight	F.O.B. Destination	Included	1	**Included**
AST Services	Equipment Training	Included	1	**Included**
			Total	**$494,964**

Individual Trailer System Inventory – Full 60 Unit Trailer

Description	Quantity	Description	Quantity
Trailer with capacity for 60 MVB3X Units and accessories	1	Magnetic Sequential Lighting (10 pack)	4
MVB3X Units	60	Fixed Slide Wheels	2
Pivot Units	32	Rotating Slide Wheels	6
Large Storage Shipping Box	4	Banner - Single Lane	0



60-Unit MVB3X Capacity Trailer with five compartments per side

F. <u>Notes:</u>

1. Pivot units are only required for the purpose of using a section of MVB3X Units as an operational gate. MVB3X Sections not designated as operational gates do not require the use of pivot units.
2. The number of MVB3X Barriers, pivots, magnetic sequential lighting, banners and slide wheels can be modified based upon your specific operational or budgetary requirements.

3. Slide wheels are used for the purposes of moving assembled sections of MVB3X laterally throughout an area of operation without requiring the end user to disassemble and reassemble the section.

G. <u>Terms & Conditions:</u>

1. F.O.B – Destination. Shipping has been included in the above price.
2. Taxes are not included. Any necessary taxes will be added to the invoice.
3. Delivery: 6-10 weeks ARO.
4. Payment terms: NET30
5. Prices are valid for 90 days.
6. Purchase of equipment is subject to Advanced Security Technologies LLC standard terms and conditions.

Please feel free to contact me should you require any additional information.

Sincerely,



Michael DonDiego
Director of Business Development
Advanced Security Technologies LLC
Mobile: (732) 675-9000 I mdondiego@adsectec.com

Bringing Advanced Technologies to the Security World

May 5th, 2026

Adam Worster
City of Neosho (MO)
203 East Main st.
Neosho, MO 64850

Phone: 417-451-8083
Email: aworster@neoshomo.gov

RE: Sole Source Letter

Mr. Thompson,

This letter hereby confirms that Advanced Security Technologies LLC (AST) is the sole source provider of the Mobile Vehicle Barrier System package, which includes the specialized transport trailer, modular vehicle barriers, pivot systems, packaging boxes and sequential lighting for units with Pivot system. No other company or entity provides all the components of the system.

The MVB3X System is certified to ASTM F2656-15 standards and is designated under the Homeland Security Safety Act. In addition, Springfield and Joplin utilize the MVB3X barrier system and trailer package, making it a consistent system for emergency responses with partner agencies.

The unique characteristics of the MVB3X system are:

- One person to install, dismantle and maneuver
- One minute for each section to be connected
- Transition into an operation gate for access control
- System can be used as an active gate
- Folds for easy carrying and easy to store
- No tools required
- Zero maintenance
- Designed for multi-terrain use
- Adaptable to any road width
- Mobile with AST dedicated trailers
- Assemble lighting system when events run into the night hours

AST supplies the Modular Vehicle Barrier System package throughout the United States. We look forward to supporting the City of Neosho meet its security needs.

If you have any additional questions, please feel free to contact me at any time (800) 344-5577.

Sincerely,

Yaron Getter
Managing Partner
Advanced Security Technologies LLC

ADVANCED SECURITY TECHNOLOGIES

AST

Bringing Advanced Technologies to the Security World

May 13, 2025

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Sincerely,

Yaron Getter
Managing Partner
Advanced Security Technologies LLC

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: _____

ANDERS
CPAs + ADVISORS

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**.

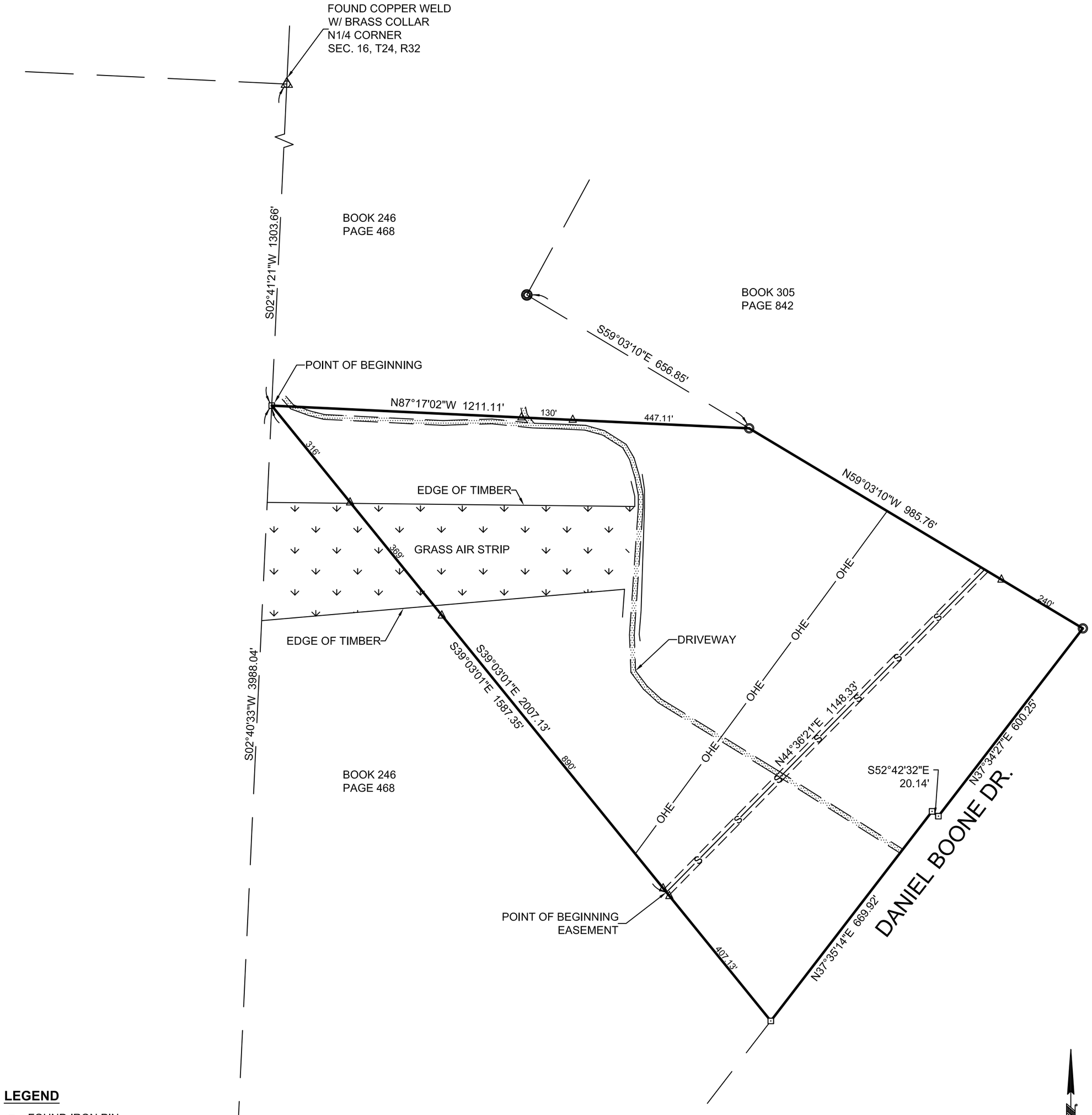
Please accept this letter as Davco's formal offer in accordance with the City of Neosho's bidding requirements for this property. If additional forms, acknowledgements, or deposits are required to accompany this bid, please advise and we will provide them promptly.

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

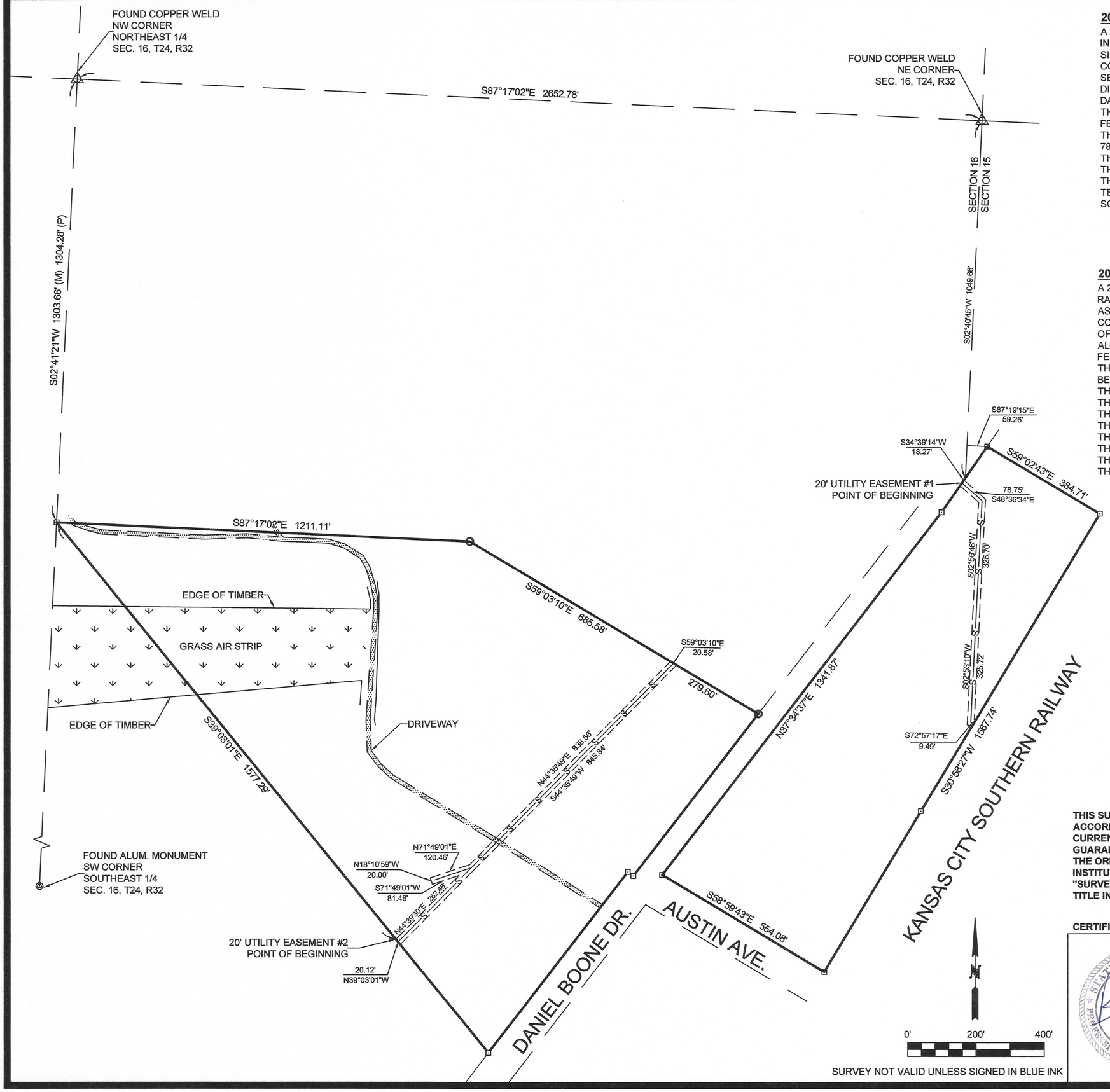
LEGEND

- 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



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.

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

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-2003090359
10/1/24
PROFESSIONAL LAND SURVEYOR

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.

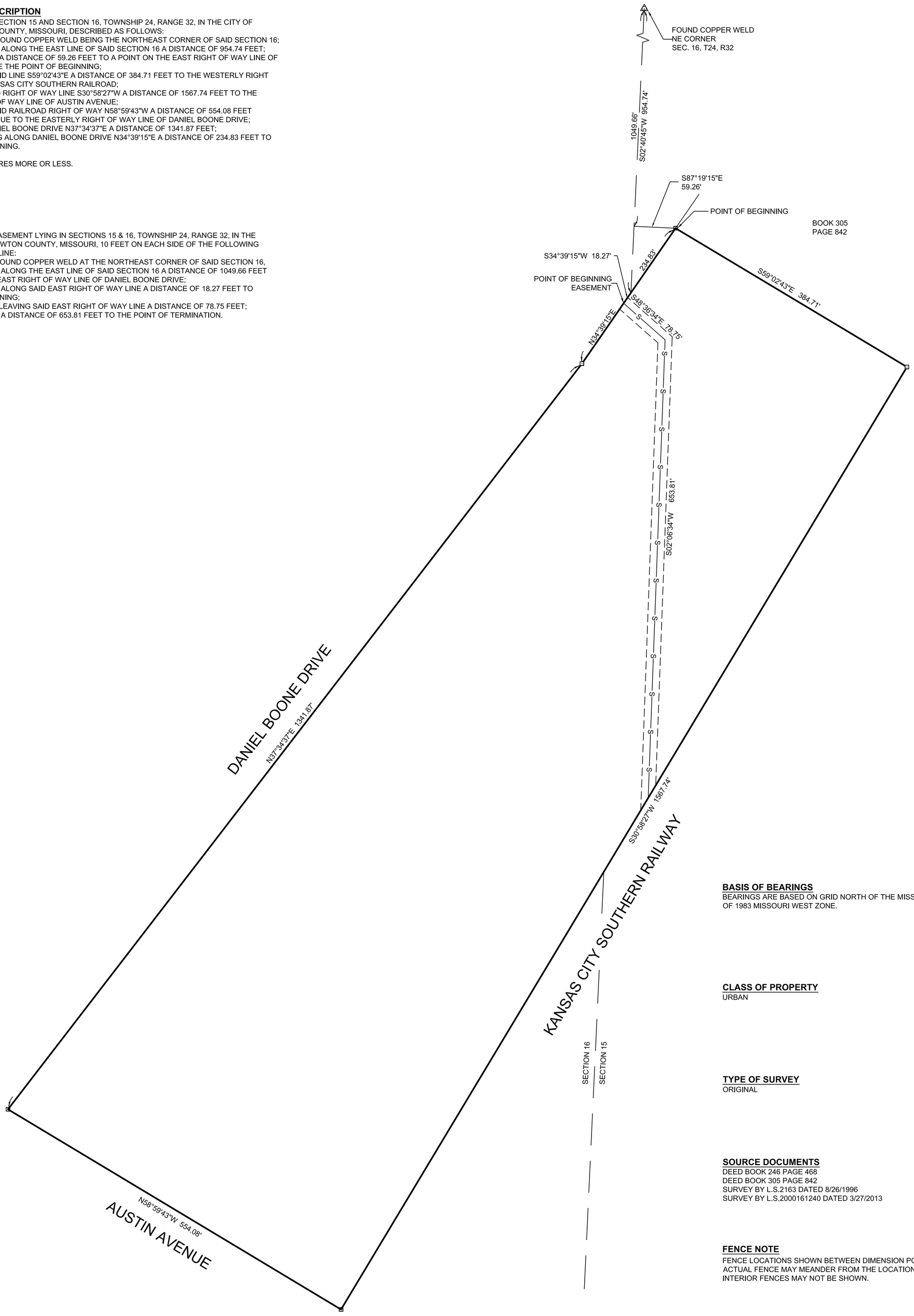
SURVEYORS DESCRIPTION

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

BILL NO. _____ **ORDINANCE NO. _____**

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.

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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

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

Project Assumptions

- **Initial year taxes assessed:** 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**
Abatement Percentage (all taxing jurisdictions, excluding Ambulance District)		**-**	**-**	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**	**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**	**2036**	**2037**
City of Neosho	$ 0.3356	$ -	$ -	$ 960	$ 754	$ 593	$ 461	$ 329	$ 198	$ 81	$ 81	$ 81	$ 81
Crowder College	0.4300	-	-	1,230	966	759	591	422	253	103	103	103	103
Neosho/Newton County Public Library District	0.0965	-	-	276	217	170	133	95	57	23	23	23	23
Neosho R-V School District	3.7295	-	-	10,666	8,381	6,586	5,122	3,659	2,196	896	896	896	896
Newton County Ambulance District*	0.3500	-	-	-	-	-	-	-	-	-	-	-	-
Newton County Health Department	0.0484	-	-	138	109	85	66	47	28	12	12	12	12
Newton County - Common Road District	0.2451	-	-	701	551	433	337	240	144	59	59	59	59
Newton County - County Fair	0.0097	-	-	28	22	17	13	10	6	2	2	2	2
Newton County - Developmental Disabilities Board (SB 40)	0.0582	-	-	166	131	103	80	57	34	14	14	14	14
Newton County - Mental Health	0.0808	-	-	231	182	143	111	79	48	19	19	19	19
State of Missouri Blind Pension Fund	0.0300	-	-	86	67	53	41	29	18	7	7	7	7
Totals	**5.4138**	**$ -**	**$ -**	**$ 14,482**	**$ 11,380**	**$ 8,942**	**$ 6,955**	**$ 4,968**	**$ 2,981**	**$ 1,216**	**$ 1,216**	**$ 1,216**	**$ 1,216**

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**		
Abatement Percentage (all taxing jurisdictions, excluding Ambulance District)		**75%**	**75%**	**50%**	**50%**	**50%**	**50%**	**50%**	**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**	**2038**	**2039**	**2040**	**2041**	**2042**	**2043**	**2044**	**2045**	**Total**			
City of Neosho	$ 0.3356	$ 54	$ 54	$ 54	$ 54	$ 54	$ 27	$ 27	$ 27	$ 3,966			
Crowder College	0.4300	69	69	69	69	69	34	34	34	5,082			
Neosho/Newton County Public Library District	0.0965	15	15	15	15	15	8	8	8	1,140			
Neosho R-V School District	3.7295	597	597	597	597	597	299	299	299	44,076			
Newton County Ambulance District*	0.3500	-	-	-	-	-	-	-	-	-			
Newton County Health Department	0.0484	8	8	8	8	8	4	4	4	572			
Newton County - Common Road District	0.2451	39	39	39	39	39	20	20	20	2,897			
Newton County - County Fair	0.0097	2	2	2	2	2	1	1	1	115			
Newton County - Developmental Disabilities Board (SB 40)	0.0582	9	9	9	9	9	5	5	5	688			
Newton County - Mental Health	0.0808	13	13	13	13	13	6	6	6	955			
State of Missouri Blind Pension Fund	0.0300	5	5	5	5	5	2	2	2	355			
Totals	**5.4138**	**$ 811**	**$ 811**	**$ 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

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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.

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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: May 19, 2026
ITEM: Resolution Bill No. 2026-16: Destruction of Records

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:

1. **Res. Bill No. 2026-16 Destruction of Records**
2. **City Clerk Records Destruction**

PURPOSE:

To notify the City Council of 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).

BACKGROUND:

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.

RECOMMENDATION:

Approve the resolution notifying the Council of the destruction of City records and authorizing the City Clerk, as Custodian of Records, to dispose of the records identified in Exhibit A in accordance with RSMo. 109.230(4).

Resolution Bill No. 2026-16

A RESOLUTION OF THE CITY OF NEOSHO, MISSOURI, NOTIFYING THE COUNCIL OF THE DESTRUCTION OF CITY RECORDS.

WHEREAS, the Secretary of the State of Missouri has established a procedure for the retention and destruction of municipal records, and

WHEREAS, the City Clerk has processed Neosho records in accordance with the guidelines set out in said section, RSMo. 109.230 (4)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEOSHO, AS FOLLOWS:

Section 1: That those city records which have met the retention requirements as set forth by RSMo. 109.230(4) and are recommended for disposal by the State of Missouri are attached hereto as Exhibit A and incorporated herein by reference.

Section 2: That the City Clerk as the Custodian of Records of the City of Neosho is hereby authorized to dispose of the city records listed in Exhibit A in accordance with RSMo. 109.230 (4).

Section 3: This resolution shall be in full force and effect upon final passage.

ADOPTED this 15th day of May 2026 by a vote of _____.

CITY OF NEOSHO, CITY COUNCIL

_____
Tom Workman, Mayor

APPROVED:

_____
Derek A. Snyder, City Attorney

ATTEST:

_____
Cheyenne Wright, City Clerk

CITY SEAL

City of Neosho
Records Program Disposition List

Department City Clerk Submit Form to City Clerk

The following records have met their retention schedule and are recommended for disposal under RSMo 109.230 subsection 4. The officeholder with jurisdiction over these records may elect to take the following action: store the records, destroy the records, or de-accession the records. If the records are destroyed or donated to a local historical agency, the action should be recorded in the City Council minutes with the record series and inclusive dates.

Records to be destroyed are as follows:

Record Series Title	Inclusive Dates		Cubic Feet
	From	To	
Records have been scanned into Laserfiche			10
in compliance with the city's digital policy			

I hereby certify to the best of my knowledge, that the records described herein are not needed in the transaction of current business and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further keeping. I also certify it has net the retention as governed by law.

Signature Title Date

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Area Agency of Aging Use of Facility

ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT:
1. **AAA Request**

PURPOSE:
Approve Area Agency on Aging (AAA) Region X letter of Public Match.

BACKGROUND:

The City of Neosho and AAA collaborate to provide area seniors with a facility for nutrition programs and related activities. As the City's in-kind contribution to this program, the facility is made available to AAA for an annual fee of $1.00.

RECOMMENDATION:
To authorize the Mayor to sign the letter presented by AAA.

Area Agency on Aging

P.O. Box 3990, 64803 • 531 E. 15th • Joplin, MO 64804
417.781.7562 • Fax 417.781.1609

May 4, 2026

City of Neosho
David Kennedy, City Manager
203 E. Main
Neosho, MO 64850

Dear Sir:

The Area Agency on Aging, Region X would like to thank The City of Neosho for its support of our senior citizens in the community by providing a facility for use by this agency (The Center for Seniors).

Each year the Area Agency on Aging is required to submit proof of community support through "Public Match" to the state of Missouri for the funding of programs including the Nutrition program. The use of the above facility fulfills that requirement.

We are requesting that you verify this support by signing the statement below. Please either mail it to me at the Area Agency on Aging, P.O. Box 3990, 531 E. 15th, Joplin, Mo 64803, fax it to 417-781-1609, or scan and email it to wchase@aaaregionx.org as soon as possible. If you have any questions, please do not hesitate to call at (417) 781-7562.

Sincerely,

Bill Chase
Fiscal Director

For the Fiscal Year ending 6/30/2026, the City of Neosho donates the use of the facility at 1017 Carl Sweeney Pkwy to the Area Agency on Aging, Region X for use in the operation of the Nutrition program for the nominal fee of $1 per year. This certifies that the amount of "In-Kind" donation is $129,263. ($12.00 per square foot x approximately 10,772 square feet minus $1.00.)

Signature _____ Title _____ Date _____

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Mirma 2026-2027 Assessment

ORIGINATING DEPARTMENT: Finance Department
ATTACHMENT:

1. **Neosho - FY27 Assessment Invoice**

PURPOSE:
To inform Council of changes to current assessment of insurance of property and liability by MIRMA.

BACKGROUND:
Annually, MIRMA provides an assessment invoice for the coming year's insurance coverage. For FY27 the rate per hundred is reduced slightly from $11.65 to $11.23. This is a budgeted item and with reduced annual cost a budget amendment will be created for this decrease.

RECOMMENDATION:
Staff is recommending payment of the FY2026/FY2027 MIRMA Assessment.

MIRMA

Missouri Intergovernmental Risk Management Association
3002 Falling Leaf Court Columbia, MO 65201 (573) 817-2554

INVOICE

TO: **City of Neosho**
203 E. Main Street
Neosho, MO 64850

Date of Invoice: May 15, 2026

Payment Due: June 29, 2026

Description	Debits	Credits
FY2027 Assessment Computation ($11.23/$100 Payroll) for the period of 7/1/2026 - 6/30/2027	$565,829	
Property Adjustment Debit	$8,774	
Loss Fund Credit - FY 2018		$4,237
Loss Experience Credit		$15,053
IN ORDER FOR YOUR PAYMENT TO BE CONSIDERED AS PAID ON TIME, IT MUST BE IN THE MIRMA OFFICE BY THE DUE DATE. ARTICLE VI (e) OF THE ARTICLES OF ASSOCIATION PROVIDES FOR SIGNIFICANT PENALTY FOR LATE PAYMENT.		
Totals	$574,603	$19,290
	Amount Due	**$555,313**

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Budget Transfer of Funds Form

ORIGINATING DEPARTMENT: Finance Department
ATTACHMENT: None

PURPOSE:
To seek guidance from the Council on Intra-departmental transfer of funds.

BACKGROUND:
Staff is looking into an intra-department transfer of funds form. Other cities utilize an intra-transfer of funds which allows the Department Heads, upon approval of the City Manager to move money within the same fund for operating expenses.. These intra-departmental transfers are made only within departments and do not include inter-departmental transfers between departments.

This would act as the budget amendment for unrestricted operating accounts. The accounts that would fall under this policy would be:
5260 Professional Services
5320 Facility Maintenance
5330 Equipment Maintenance
5360 Training and travel
5380 Uniforms
5530 Fuels and Lubricants
5590 General Supplies

Staff would bring a monthly report after any transfers occurred to Council. The report would list the transfer from and transfer to accounts the dollar amount and description of the request.

Under Article V of the City Carter Section 5.08 Amendments After Adoption state: Transfer of Budget Balances. At any time during the fiscal year the City Manager may transfer part or all of any unencumbered budget balance among programs within a department, office or agency and, upon written request by the Council may, by ordinance, transfer part or all of any unencumbered budget balance from one (1) department, office or agency to another.

RECOMMENDATION:
Staff is recommending Council provide additional guidance for Staff to bring back a policy and report structure for approval.

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Celebrate Neosho 2026 Update

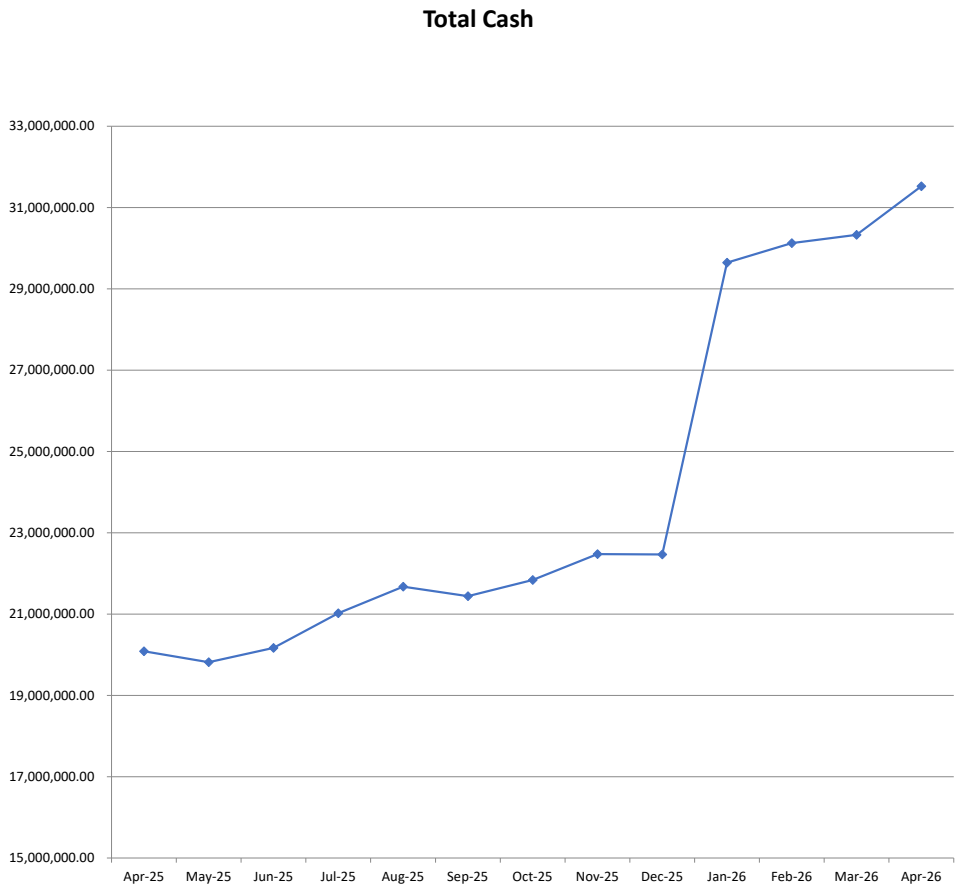
ORIGINATING DEPARTMENT: City Clerk
ATTACHMENT: None

PURPOSE:

BACKGROUND:

RECOMMENDATION:

	Feb-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26
Total Cash	19,273,523.88	20,087,169.37	19,816,171.78	20,166,608.67	21,021,233.53	21,675,805.87	21,440,081.21	21,840,251.55	22,475,290.32	22,467,077.69	29,646,120.14	30,123,958.26	30,327,241.44	31,524,862.30
Days Cash on hand	287.45	299.59	295.54	300.77	313.52	323.28	319.76	325.73	335.20	335.08	442.15	449.28	452.31	470.17



CITY OF NEOSHO
INVESTMENT ACCOUNT
CASH BALANCES (RECONCILED)*
April 30, 2026

Description of Account		Availability	Account Type at Bank	TOTAL	General Fund	Fire	Drainage	Senior Center	Parks	Auditorium	Economic Development	Streets	Street Bridge	Golf	Water/ Wastewater
General Operations	Commerce	Use as needed - Operating & C	Checking - Interest Bearing	18,322,919.67	7,172,930.38	872,007.68	2,474,274.08	365,522.98	959,375.87	1,363,596.82	511,810.08	2,919,888.84	1,100,553.64	400,294.60	(57,835.59)
Public Safety				1,877,638.14	1,877,638.14										
Restricted				1,374,395.65	1,270,876.87			-						103,518.78	
Reward Donations				-	-										
I.O.O.F. Cemetery				(462,899.77)	(462,899.77)										
Cleaning Deposits				2,362.98	2,362.98										
Water Meter Deposits				66,639.31											66,639.31
Cash in Bank - PD	Commerce	Not Available for use - unless	Checking - Interest Bearing	8,236.13	8,236.13										
Shop With A Cop				(101.38)											
D.A.R.E Program				-											
Hotel/Motel Tax				353,760.35											
Replacement reserves				1,587,481.01											1,587,481.01
Meter Replacement Reserv				667,155.21											667,155.21
W/WW Replacement Reserves				7,671,135.88											7,671,135.88
Sewer District 17 - Debt & Mtce				-											-
City Held Debt Service Reserves				537.88											
FEMA DR				55,601.24											
		Total cash balances	**Total cash on hand**	**31,524,862.30**	**9,869,144.73**	**872,007.68**	**2,474,274.08**	**365,522.98**	**959,375.87**	**1,363,596.82**	**511,810.08**	**2,919,888.84**	**1,100,553.64**	**503,813.38**	**9,934,575.82**

Description of Acco	FEMA	Police Grant/ Spec Rev		Hotel/Motel Tax	Transportation Grants	Community Dev Grants	TIF	Employee Insurance	Payroll Revolving	Debt Service Funds	Abbott/Morse Trusts
General Operations					-	-	-	172,916.09	-	3,076.53	64,507.67
City Held Debt Service Reserves										537.88	
D.A.R.E Program		-									
Shop With A Cop		(101.38)									
Police Grants											
Hotel/Motel Tax				353,760.35							
FEMA DR4250	25,573.84										
FEMA DR4317	30,027.40										
	55,601.24	**(101.38)**	-	**353,760.35**	-	-	-	**172,916.09**	-	**3,614.41**	**64,507.67**

Negative Funds	**Negative Funds**	**Negative Funds**	**Negative Funds**	**172,916.09**
Net General Fund	**Net General Fund**	**Net General Fund**	**Net General Fund**	**$10,042,060.82**

Reconciled cash balances above do not reflect the effect of pending reconciling items shown on bank reconcilations.

General Ledger

Budget Status

User: lforest
Printed: 5/17/2026 - 7:48 PM
Period: 7, 2026

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 100	General Fund							
Dept 100-000	Non-Departmental							
R10	NON-OPERATING REVENUES							
100-000-2500-000	Unearned Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90	TRANSFERS IN							
100-000-3305-110	Transfre fm Public Safety Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3305-111	Trns fm Public Safety Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3305-120	Trns from Public Safety Fund	1,738,733.00	144,894.42	1,014,260.94	724,472.06	0.00	724,472.06	41.67
100-000-3305-144	Trns from Public Safety Fund	21,461.00	1,788.42	12,518.94	8,942.06	0.00	8,942.06	41.67
100-000-3306-000	Transfer fm ARPA Investment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3310-000	Transfer fm Hotel/Motel Admin	2,946.00	245.50	1,718.50	1,227.50	0.00	1,227.50	41.67
100-000-3316-000	Transfer fm Street >Land	5,660.00	471.67	3,301.69	2,358.31	0.00	2,358.31	41.67
100-000-3325-115	Transfer fm Police Dept	60,000.00	4,166.67	29,166.69	30,833.31	0.00	30,833.31	51.39
100-000-3355-000	Transfer to Gen Celebrate	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
100-000-3356-000	Transfer to Gen Fall Festival	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
	R90 Sub Totals:	1,853,800.00	151,566.68	1,060,966.76	792,833.24	0.00	792,833.24	42.77
	Revenue Sub Totals:	1,853,800.00	151,566.68	1,060,966.76	792,833.24	0.00	792,833.24	42.77
E90	TRANSFERS OUT							
100-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3202-000	Transfer to Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3203-000	Transfer to Senior Center	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3205-000	Transfer to Fire Dept	1,136,075.00	94,672.92	662,710.44	473,364.56	0.00	473,364.56	41.67
100-000-3205-110	Trns to General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3205-120	Trns to Police Department	1,738,733.00	144,894.42	1,014,260.94	724,472.06	0.00	724,472.06	41.67
100-000-3205-144	Trns to Emergency Mgmt	21,461.00	1,788.42	12,518.94	8,942.06	0.00	8,942.06	41.67
100-000-3206-000	Transfer to ARPA	222,635.00	0.00	0.00	222,635.00	0.00	222,635.00	100.00
100-000-3206-170	Transfer to Drainage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3206-800	Transfer to Streets	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3224-000	Transfer to Police Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3225-115	Trns to Develop Service	60,000.00	4,166.67	29,166.69	30,833.31	0.00	30,833.31	51.39
100-000-3230-000	Transfer to Fire fm General	546,000.00	45,500.00	318,500.00	227,500.00	0.00	227,500.00	41.67

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-000-3240-000	Transfer to GC fm General	1,436,238.00	4,000.00	770,175.08	666,062.92	0.00	666,062.92	46.38
100-000-3243-000	Transfer to Parks Department	752,741.00	4,395.08	89,098.90	663,642.10	0.00	663,642.10	88.16
100-000-3285-111	Trns to Capital Impr/Purch	3,985.00	0.00	3,985.00	0.00	0.00	0.00	0.00
100-000-3285-112	Trns to Capital Improvement	462,997.00	0.00	36,660.07	426,336.93	0.00	426,336.93	92.08
100-000-3285-115	Trns to Capital Impr/Purch	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-000-3285-118	Trns to Capital Improvement	401,511.00	11,362.00	353,432.28	48,078.72	0.00	48,078.72	11.97
100-000-3285-120	Trns to Capital Improvement	322,405.00	10,180.79	313,180.66	9,224.34	0.00	9,224.34	2.86
100-000-3285-160	Trns to Capital Improvement	492,750.00	4,745.00	518,447.30	-25,697.30	0.00	-25,697.30	0.00
100-000-3285-204	Trns to Capital Impr/Purch	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
100-000-3285-680	Transfer to CDBG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	7,622,531.00	325,705.30	4,122,136.30	3,500,394.70	0.00	3,500,394.70	45.92
	Expense Sub Totals:	7,622,531.00	325,705.30	4,122,136.30	3,500,394.70	0.00	3,500,394.70	45.92
	Dept 000 Sub Totals:	5,768,731.00	174,138.62	3,061,169.54	2,707,561.46	0.00		
Dept 100-110								
R01	TAXES							
100-110-4010-110	Property Tax	545,680.00	3,388.11	554,865.69	-9,185.69	0.00	-9,185.69	0.00
100-110-4020-110	Financial Institution Tax	663.00	0.00	662.48	0.52	0.00	0.52	0.08
100-110-4030-110	1-Cent City Sales Tax	3,092,449.00	276,608.82	2,074,586.90	1,017,862.10	0.00	1,017,862.10	32.91
100-110-4031-110	3-Cent Recreational Sales Tax	105.00	0.00	105.50	-0.50	0.00	-0.50	0.00
100-110-4050-110	Cigarette Tax	44,189.00	3,151.44	22,686.24	21,502.76	0.00	21,502.76	48.66
100-110-4130-110	Franchises	822,198.00	65,658.07	473,381.39	348,816.61	0.00	348,816.61	42.42
	R01 Sub Totals:	4,505,284.00	348,806.44	3,126,288.20	1,378,995.80	0.00	1,378,995.80	30.61
R02	LICENSES AND PERMITS							
100-110-4100-110	Occupation Licenses	57,483.00	1,445.00	24,040.80	33,442.20	0.00	33,442.20	58.18
	R02 Sub Totals:	57,483.00	1,445.00	24,040.80	33,442.20	0.00	33,442.20	58.18
R03	INTER-GOVERNMENTAL							
100-110-4200-110	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-4201-110	CARES/ARPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
100-110-4700-110	Interest Earned-General Fund	315,000.00	27,209.30	175,279.57	139,720.43	0.00	139,720.43	44.36
100-110-4760-110	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-4820-110	General Admin Sale of Property	854.00	0.00	853.65	0.35	0.00	0.35	0.04
	R06 Sub Totals:	315,854.00	27,209.30	176,133.22	139,720.78	0.00	139,720.78	44.24
R07	OTHER INCOME							
100-110-4790-110	Judgments	971.00	0.00	971.82	-0.82	0.00	-0.82	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-110-4800-110	General Admin Miscellaneous	0.00	0.00	747.00	-747.00	0.00	-747.00	0.00
	R07 Sub Totals:	971.00	0.00	1,718.82	-747.82	0.00	-747.82	0.00
	Revenue Sub Totals:	4,879,592.00	377,460.74	3,328,181.04	1,551,410.96	0.00	1,551,410.96	31.79
E10	PERSONNEL							
100-110-5010-110	General Admin Salaries	283,559.00	21,748.60	165,617.18	117,941.82	0.00	117,941.82	41.59
100-110-5020-110	General Admin Overtime	2,000.00	162.80	1,534.98	465.02	0.00	465.02	23.25
100-110-5040-110	Acting City Mgr Per Diem	4,500.00	0.00	601.92	3,898.08	0.00	3,898.08	86.62
100-110-5070-110	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5170-110	General Admin Social Security	22,113.00	1,568.70	12,082.46	10,030.54	0.00	10,030.54	45.36
100-110-5180-110	General Admin Retirement	35,844.00	2,705.90	20,587.84	15,256.16	0.00	15,256.16	42.56
100-110-5190-110	General Admin Health Insurance	47,861.00	4,349.26	30,619.68	17,241.32	0.00	17,241.32	36.02
100-110-5210-110	General Admin Workers Comp.	12,661.00	0.00	0.00	12,661.00	0.00	12,661.00	100.00
100-110-5360-110	General Admin Memb/Train/Trvl	7,405.00	0.00	2,042.95	5,362.05	0.00	5,362.05	72.41
100-110-5380-110	Uniforms	235.00	0.00	0.00	235.00	0.00	235.00	100.00
	E10 Sub Totals:	416,178.00	30,535.26	233,087.01	183,090.99	0.00	183,090.99	43.99
E20	OPERATING COSTS							
100-110-5260-110	General Admin Prof. Service	117,472.00	9,287.59	48,158.98	69,313.02	10,577.13	58,735.89	50.00
100-110-5290-110	County Collector Fees	19,766.00	135.52	19,873.81	-107.81	0.00	-107.81	0.00
100-110-5300-110	General Admin Ins. & Bonds	16,302.00	0.00	175.00	16,127.00	0.00	16,127.00	98.93
100-110-5330-110	General Admin Equipment Maint.	7,575.00	31.98	945.41	6,629.59	0.00	6,629.59	87.52
100-110-5450-110	General Admin Claims & Judgmnt	0.00	0.00	58.28	-58.28	0.00	-58.28	0.00
100-110-5530-110	General Admin Fuels/Lubricants	525.00	54.71	476.79	48.21	0.00	48.21	9.18
100-110-5590-110	General Admin Gen. Supplies	15,800.00	-315.76	7,742.17	8,057.83	0.00	8,057.83	51.00
100-110-5700-110	General Admin Comp., Software	4,394.00	0.00	1,901.83	2,492.17	777.42	1,714.75	39.02
	E20 Sub Totals:	181,834.00	9,194.04	79,332.27	102,501.73	11,354.55	91,147.18	50.13
E25	NON-OPERATING EXPENSE							
100-110-5271-110	Master Bank Acct Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-110-5272-110	Investement Acct. Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E25 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	598,012.00	39,729.30	312,419.28	285,592.72	11,354.55	274,238.17	45.86
	Dept 110 Sub Totals:	-4,281,580.00	-337,731.44	-3,015,761.76	-1,265,818.24	11,354.55		
Dept 100-111								
R01	TAXES							
100-111-4031-110	3-Cent Recreational Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R04	CHARGES FOR SERVICES							
100-111-4800-111	City Clerk Miscellaneous	0.00	0.00	63.93	-63.93	0.00	-63.93	0.00
	R04 Sub Totals:	0.00	0.00	63.93	-63.93	0.00	-63.93	0.00
	Revenue Sub Totals:	0.00	0.00	63.93	-63.93	0.00	-63.93	0.00
E10	PERSONNEL							
100-111-5010-111	Clerk Salaries	58,308.00	4,624.52	34,576.40	23,731.60	0.00	23,731.60	40.70
100-111-5030-111	Clerk Part Time	2,100.00	130.00	900.00	1,200.00	0.00	1,200.00	57.14
100-111-5040-111	Acting Deputy City C;erk	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	100.00
100-111-5170-111	Clerk Social Security	4,966.00	344.81	2,581.02	2,384.98	0.00	2,384.98	48.03
100-111-5180-111	Clerk Retirement	7,231.00	571.34	4,272.78	2,958.22	0.00	2,958.22	40.91
100-111-5190-111	Clerk Health Insurance	7,832.00	763.00	5,334.20	2,497.80	0.00	2,497.80	31.89
100-111-5210-111	Clerk Workers Compensation	2,843.00	0.00	0.00	2,843.00	0.00	2,843.00	100.00
100-111-5360-111	Clerk Member/Train/Trvl	11,235.00	1,639.55	5,916.25	5,318.75	0.00	5,318.75	47.34
	E10 Sub Totals:	99,015.00	8,073.22	53,580.65	45,434.35	0.00	45,434.35	45.89
E20	OPERATING COSTS							
100-111-5260-111	Clerk Professional Services	24,599.00	1,750.83	24,941.08	-342.08	0.00	-342.08	0.00
100-111-5300-111	Clerk Insurance & Bonds	650.00	0.00	100.00	550.00	0.00	550.00	84.62
100-111-5430-111	Clerk Elections	10,000.00	0.00	88.00	9,912.00	0.00	9,912.00	99.12
100-111-5590-111	Clerk General Supplies	4,666.00	204.00	3,379.08	1,286.92	0.00	1,286.92	27.58
100-111-5700-111	Clerk Comp., Software	8,151.00	273.48	8,423.84	-272.84	111.07	-383.91	0.00
	E20 Sub Totals:	48,066.00	2,228.31	36,932.00	11,134.00	111.07	11,022.93	22.93
	Expense Sub Totals:	147,081.00	10,301.53	90,512.65	56,568.35	111.07	56,457.28	38.39
	Dept 111 Sub Totals:	147,081.00	10,301.53	90,448.72	56,632.28	111.07		
Dept 100-113	Event Expenses							
R04	CHARGES FOR SERVICES							
100-113-4993-113	Advertising Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R04 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
100-113-4470-755	Celebrate Booth Fees	0.00	0.00	500.00	-500.00	0.00	-500.00	0.00
100-113-4470-756	Fall Festival Booth Fees	8,000.00	530.00	3,660.00	4,340.00	0.00	4,340.00	54.25
100-113-4471-755	Celebrate Race Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	8,000.00	530.00	4,160.00	3,840.00	0.00	3,840.00	48.00
R08	SALES REVENUE							
100-113-4480-755	Celebrate Neosho Shirt Sales	0.00	0.00	45.00	-45.00	0.00	-45.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R08 Sub Totals:	0.00	0.00	45.00	-45.00	0.00	-45.00	0.00
R87	DONATIONS							
100-113-4990-755	Celebrate Neosho Sponsors	9,000.00	0.00	10,000.00	-1,000.00	0.00	-1,000.00	0.00
100-113-4990-756	Fall Festival Sponsorships	9,000.00	0.00	10,500.00	-1,500.00	0.00	-1,500.00	0.00
	R87 Sub Totals:	18,000.00	0.00	20,500.00	-2,500.00	0.00	-2,500.00	0.00
	Revenue Sub Totals:	26,000.00	530.00	24,705.00	1,295.00	0.00	1,295.00	4.98
E20	OPERATING COSTS							
100-113-6520-755	Celebrate Neosho Expenses	10,000.00	0.00	12,500.00	-2,500.00	12,500.00	-15,000.00	0.00
100-113-6530-756	Fall Festival Expenses	29,000.00	0.00	12,508.56	16,491.44	0.00	16,491.44	56.87
100-113-6531-113	Marketing Expense	0.00	0.00	720.00	-720.00	0.00	-720.00	0.00
	E20 Sub Totals:	39,000.00	0.00	25,728.56	13,271.44	12,500.00	771.44	1.98
	Expense Sub Totals:	39,000.00	0.00	25,728.56	13,271.44	12,500.00	771.44	1.98
	Dept 113 Sub Totals:	13,000.00	-530.00	1,023.56	11,976.44	12,500.00		
Dept 100-115								
R02	LICENSES AND PERMITS							
100-115-4120-115	Building Permits/Inspec.	121,204.00	74,311.93	111,854.86	9,349.14	0.00	9,349.14	7.71
100-115-4770-115	Planning & Zoning Fees	1,500.00	400.00	1,050.00	450.00	0.00	450.00	30.00
	R02 Sub Totals:	122,704.00	74,711.93	112,904.86	9,799.14	0.00	9,799.14	7.99
R03	INTER-GOVERNMENTAL							
100-115-4200-708	CDBG Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
100-115-4791-115	Code Enforcement Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R04 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
100-115-4760-115	Development Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-115-4820-115	Sale of Dev. Service Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-115-4800-115	Code Enforcement Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	122,704.00	74,711.93	112,904.86	9,799.14	0.00	9,799.14	7.99
E10	PERSONNEL							
100-115-5010-115	Bldg/Inspection Salaries	211,083.00	10,911.00	107,990.16	103,092.84	0.00	103,092.84	48.84
100-115-5020-115	Bldg/Inspection Overtime	1,750.00	317.15	2,190.81	-440.81	0.00	-440.81	0.00
100-115-5070-115	Availability Allowance	1,440.00	60.17	723.01	716.99	0.00	716.99	49.79
100-115-5170-115	Bldg/Inspection Social Sec.	16,282.00	852.14	8,391.20	7,890.80	0.00	7,890.80	48.46
100-115-5180-115	Bldg/Inspection Retirement	26,392.00	1,393.96	13,376.15	13,015.85	0.00	13,015.85	49.32
100-115-5190-115	Bldg/Inspection Health Ins.	36,887.00	2,007.78	16,731.50	20,155.50	0.00	20,155.50	54.64
100-115-5210-115	Bldg/Inspection Workers Comp.	9,323.00	0.00	0.00	9,323.00	0.00	9,323.00	100.00
100-115-5360-115	Bldg/Inspection Mem/Train/Trvl	7,000.00	0.00	35.00	6,965.00	0.00	6,965.00	99.50
100-115-5380-115	Bldg/Inspection Uniforms	2,000.00	0.00	720.86	1,279.14	0.00	1,279.14	63.96
	E10 Sub Totals:	312,157.00	15,542.20	150,158.69	161,998.31	0.00	161,998.31	51.90
E20	OPERATING COSTS							
100-115-5260-115	Bldg/Inspection Prof. Services	72,075.00	4,769.17	25,233.26	46,841.74	1,798.50	45,043.24	62.49
100-115-5270-115	Credit Card Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-115-5300-115	Bldg/Inspection Ins. & Bonds	235.00	0.00	0.00	235.00	0.00	235.00	100.00
100-115-5330-115	Bldg/Inspection Equip Maint.	1,575.00	0.00	7.48	1,567.52	0.00	1,567.52	99.53
100-115-5530-115	Bldg/Inspection Fuels	3,675.00	100.86	690.12	2,984.88	0.00	2,984.88	81.22
100-115-5590-115	Bldg/Inspection Gen. Supplies	16,500.00	6.63	354.37	16,145.63	0.00	16,145.63	97.85
100-115-5700-115	Development Computer/Software	2,717.00	0.00	1,829.48	887.52	222.14	665.38	24.49
100-115-6350-115	Bldg/Inspection Phones	3,221.00	226.55	1,525.26	1,695.74	0.00	1,695.74	52.65
	E20 Sub Totals:	99,998.00	5,103.21	29,639.97	70,358.03	2,020.64	68,337.39	68.34
	Expense Sub Totals:	412,155.00	20,645.41	179,798.66	232,356.34	2,020.64	230,335.70	55.89
	Dept 115 Sub Totals:	289,451.00	-54,066.52	66,893.80	222,557.20	2,020.64		
Dept 100-118								
R03	INTER-GOVERNMENTAL							
100-118-4200-118	Region M Grant	72,496.00	0.00	10,915.08	61,580.92	0.00	61,580.92	84.94
	R03 Sub Totals:	72,496.00	0.00	10,915.08	61,580.92	0.00	61,580.92	84.94
R06	REVENUE FROM USE OF ASSET							
100-118-4760-118	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-4820-118	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
100-118-4800-118	Recycle Center Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R08	SALES REVENUE							
100-118-4420-118	Recycle Center Sales	48,118.00	4,889.35	52,748.85	-4,630.85	0.00	-4,630.85	0.00
	R08 Sub Totals:	48,118.00	4,889.35	52,748.85	-4,630.85	0.00	-4,630.85	0.00
	Revenue Sub Totals:	120,614.00	4,889.35	63,663.93	56,950.07	0.00	56,950.07	47.22
E10	PERSONNEL							
100-118-5010-118	Recycle Center Salaries	105,792.00	5,511.71	55,556.29	50,235.71	0.00	50,235.71	47.49
100-118-5020-118	Recycle Center Overtime	1,500.00	0.00	1,051.41	448.59	0.00	448.59	29.91
100-118-5030-118	Recycle Center Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-5070-118	Availability Allowance	360.00	30.20	211.42	148.58	0.00	148.58	41.27
100-118-5170-118	Recycle Center Social Sec.	8,208.00	420.43	4,307.84	3,900.16	0.00	3,900.16	47.52
100-118-5180-118	Recycle Center Retirement	13,305.00	683.44	7,008.22	6,296.78	0.00	6,296.78	47.33
100-118-5190-118	Recycle Center Health Ins.	27,665.00	1,673.15	13,719.83	13,945.17	0.00	13,945.17	50.41
100-118-5210-118	Recycle Center Workers Comp	4,700.00	0.00	0.00	4,700.00	0.00	4,700.00	100.00
100-118-5360-118	Recycle Center Memb/Train/Trvl	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-118-5380-118	Recycle Center Uniforms	2,025.00	0.00	796.28	1,228.72	0.00	1,228.72	60.68
	E10 Sub Totals:	163,555.00	8,318.93	82,651.29	80,903.71	0.00	80,903.71	49.47
E20	OPERATING COSTS							
100-118-5260-118	Recycle Ctr Professional Svcs	1,657.00	398.95	1,227.01	429.99	0.00	429.99	25.95
100-118-5265-118	Shipping/Disposal	7,000.00	0.00	572.60	6,427.40	0.00	6,427.40	91.82
100-118-5300-118	Recycle Center Ins. & Bonds	2,489.00	0.00	0.00	2,489.00	0.00	2,489.00	100.00
100-118-5320-118	Recycle Center Facility Maint.	2,000.00	0.00	1,066.25	933.75	0.00	933.75	46.69
100-118-5330-118	Recycle Center Equipment Maint	18,375.00	5,356.75	11,528.54	6,846.46	0.00	6,846.46	37.26
100-118-5530-118	Recycle Center Fuels	4,000.00	300.51	1,413.08	2,586.92	0.00	2,586.92	64.67
100-118-5590-118	Recycle Center Gen. Supplies	1,575.00	12.32	165.12	1,409.88	0.00	1,409.88	89.52
100-118-5700-118	Recycle Comp., Software	0.00	0.00	0.00	0.00	111.07	-111.07	0.00
100-118-6300-118	Recycle Center Electricity	3,230.00	221.12	1,133.64	2,096.36	0.00	2,096.36	64.90
100-118-6310-118	Recycle Center Heating Fuels	2,100.00	104.85	1,024.82	1,075.18	0.00	1,075.18	51.20
100-118-6350-118	Recycle Center Phones	3,071.00	254.19	1,553.35	1,517.65	0.00	1,517.65	49.42
	E20 Sub Totals:	45,497.00	6,648.69	19,684.41	25,812.59	111.07	25,701.52	56.49
	Expense Sub Totals:	209,052.00	14,967.62	102,335.70	106,716.30	111.07	106,605.23	50.99
	Dept 118 Sub Totals:	88,438.00	10,078.27	38,671.77	49,766.23	111.07		
Dept 100-120								
R01	TAXES							
100-120-4130-120	Sanitation Enforcement	120,000.00	28,764.87	93,480.61	26,519.39	0.00	26,519.39	22.10
	R01 Sub Totals:	120,000.00	28,764.87	93,480.61	26,519.39	0.00	26,519.39	22.10
R02	LICENSES AND PERMITS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-120-4080-122	Animal Licenses	500.00	0.00	229.00	271.00	0.00	271.00	54.20
	R02 Sub Totals:	500.00	0.00	229.00	271.00	0.00	271.00	54.20
R03	INTER-GOVERNMENTAL							
100-120-4200-120	Grant Revenue	50,000.00	6,209.39	53,294.48	-3,294.48	0.00	-3,294.48	0.00
100-120-4205-120	MIRMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4810-120	School Resource Ofcr	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4810-121	School Resource Ofcr Crowder	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	50,000.00	6,209.39	53,294.48	-3,294.48	0.00	-3,294.48	0.00
R04	CHARGES FOR SERVICES							
100-120-4840-120	Security Detail Reimburse	4,000.00	0.00	180.00	3,820.00	0.00	3,820.00	95.50
	R04 Sub Totals:	4,000.00	0.00	180.00	3,820.00	0.00	3,820.00	95.50
R05	FINES AND FORFEITURES							
100-120-4600-120	Court Fines	350,000.00	28,965.54	221,284.62	128,715.38	0.00	128,715.38	36.78
100-120-4610-120	Police Training Fees	2,000.00	432.00	3,174.00	-1,174.00	0.00	-1,174.00	0.00
100-120-4620-120	C. Victim's Compensation	400.00	80.57	587.05	-187.05	0.00	-187.05	0.00
100-120-4630-120	Recoupment Jail Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4640-120	Recoupment Arrest Fees	3,500.00	856.00	3,718.00	-218.00	0.00	-218.00	0.00
	R05 Sub Totals:	355,900.00	30,334.11	228,763.67	127,136.33	0.00	127,136.33	35.72
R06	REVENUE FROM USE OF ASSET							
100-120-4760-120	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-4820-120	Police Sale of Property	1,287.00	0.00	1,287.45	-0.45	0.00	-0.45	0.00
	R06 Sub Totals:	1,287.00	0.00	1,287.45	-0.45	0.00	-0.45	0.00
R07	OTHER INCOME							
100-120-4800-120	Law Enforcement Miscellaneous	2,160.00	25.00	2,879.50	-719.50	0.00	-719.50	0.00
	R07 Sub Totals:	2,160.00	25.00	2,879.50	-719.50	0.00	-719.50	0.00
R87	DONATIONS							
100-120-4990-120	Police Donations	0.00	200.00	700.00	-700.00	0.00	-700.00	0.00
100-120-4992-120	Donated Rewards	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	200.00	700.00	-700.00	0.00	-700.00	0.00
	Revenue Sub Totals:	533,847.00	65,533.37	380,814.71	153,032.29	0.00	153,032.29	28.67
E10	PERSONNEL							
100-120-5010-120	Police Dept Salaries	1,476,603.00	107,943.54	759,536.45	717,066.55	0.00	717,066.55	48.56
100-120-5020-120	Police Dept Overtime	93,000.00	128.61	88,580.75	4,419.25	0.00	4,419.25	4.75
100-120-5030-120	Police Dept Part Time	14,769.00	1,149.00	8,481.75	6,287.25	0.00	6,287.25	42.57
100-120-5070-120	Availability Allowance	2,520.00	150.54	1,068.63	1,451.37	0.00	1,451.37	57.59

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-120-5170-120	Police Dept Social Security	121,205.00	8,254.05	63,699.04	57,505.96	0.00	57,505.96	47.45
100-120-5180-120	Police Dept Retirement	194,631.00	12,356.01	101,610.70	93,020.30	0.00	93,020.30	47.79
100-120-5190-120	Police Dept Health Insurance	239,763.00	18,378.74	121,799.96	117,963.04	0.00	117,963.04	49.20
100-120-5210-120	Police Dept Workers Comp.	69,396.00	0.00	0.00	69,396.00	0.00	69,396.00	100.00
100-120-5360-120	Police Dept Member/Train/Trvl	22,000.00	1,683.49	20,344.73	1,655.27	0.00	1,655.27	7.52
100-120-5361-120	AcademyTraining	17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	100.00
100-120-5380-120	Police Dept Uniforms	19,950.00	376.97	6,218.97	13,731.03	0.00	13,731.03	68.83
	E10 Sub Totals:	2,270,837.00	150,420.95	1,171,340.98	1,099,496.02	0.00	1,099,496.02	48.42
E20	OPERATING COSTS							
100-120-5260-120	Police Dept Prof. Services	1,076,156.00	17,151.27	409,413.17	666,742.83	1,087,291.58	-420,548.75	0.00
100-120-5300-120	Police Dept Insurance & Bonds	15,078.00	0.00	0.00	15,078.00	0.00	15,078.00	100.00
100-120-5320-120	Police Dept Facility Maint.	7,350.00	267.48	976.57	6,373.43	0.00	6,373.43	86.71
100-120-5330-120	Police Dept Equipment Maint	28,000.00	3,932.64	18,677.72	9,322.28	0.00	9,322.28	33.29
100-120-5363-120	TSMCS Account	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
100-120-5420-120	Police Care of Prisoners	28,000.00	50.00	300.00	27,700.00	0.00	27,700.00	98.93
100-120-5500-120	Investigation Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-5530-120	Police Dept Fuels/Lubricants	60,000.00	4,610.54	25,302.48	34,697.52	0.00	34,697.52	57.83
100-120-5540-120	Police Dept Chemicals	263.00	0.00	0.00	263.00	0.00	263.00	100.00
100-120-5590-120	Police Dept General Supplies	10,000.00	594.94	6,871.53	3,128.47	0.00	3,128.47	31.28
100-120-5590-122	ACO General Supplies	15,750.00	0.00	0.00	15,750.00	0.00	15,750.00	100.00
100-120-5700-120	Police Dept Comp., Software	22,563.00	1,152.24	4,356.50	18,206.50	3,553.92	14,652.58	64.94
100-120-5780-120	Law Enforcement Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-120-6300-120	Police Dept Electricity	15,090.00	451.33	4,809.34	10,280.66	0.00	10,280.66	68.13
100-120-6350-120	Police Dept Phones	7,553.00	647.30	4,280.77	3,272.23	0.00	3,272.23	43.32
100-120-6390-120	Police Dept Minor Equipment	6,800.00	0.00	0.00	6,800.00	0.00	6,800.00	100.00
	E20 Sub Totals:	1,294,603.00	28,857.74	474,988.08	819,614.92	1,090,845.50	-271,230.58	0.00
E30	CAPITAL OUTLAY							
100-120-6380-120	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	3,565,440.00	179,278.69	1,646,329.06	1,919,110.94	1,090,845.50	828,265.44	23.23
	Dept 120 Sub Totals:	3,031,593.00	113,745.32	1,265,514.35	1,766,078.65	1,090,845.50		
Dept 100-125								
R05	FINES AND FORFEITURES							
100-125-4590-125	Court Costs	17,180.00	2,395.00	17,462.66	-282.66	0.00	-282.66	0.00
100-125-4611-125	Court Clerk Training Fees	1,700.00	299.86	1,544.25	155.75	0.00	155.75	9.16
	R05 Sub Totals:	18,880.00	2,694.86	19,006.91	-126.91	0.00	-126.91	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	18,880.00	2,694.86	19,006.91	-126.91	0.00	-126.91	0.00
E10	PERSONNEL							
100-125-5010-125	Municipal Court Salaries	111,602.00	8,645.43	64,385.76	47,216.24	0.00	47,216.24	42.31
100-125-5020-125	Municipal Court Overtime	1,800.00	0.00	503.74	1,296.26	0.00	1,296.26	72.01
100-125-5170-125	Municipal Court Social Secur.	8,676.00	604.08	4,563.02	4,112.98	0.00	4,112.98	47.41
100-125-5180-125	Municipal Court Retirement	14,062.00	1,064.52	7,993.69	6,068.31	0.00	6,068.31	43.15
100-125-5190-125	Municipal Court Health Ins.	27,665.00	2,326.58	16,286.06	11,378.94	0.00	11,378.94	41.13
100-125-5210-125	Municipal Court Workers Comp.	4,968.00	0.00	0.00	4,968.00	0.00	4,968.00	100.00
100-125-5360-125	Municipal Court Mem/Train/Trvl	2,500.00	350.00	700.00	1,800.00	0.00	1,800.00	72.00
	E10 Sub Totals:	171,273.00	12,990.61	94,432.27	76,840.73	0.00	76,840.73	44.86
E20	OPERATING COSTS							
100-125-5260-125	Municipal Court Prof. Services	8,950.00	440.71	3,376.38	5,573.62	0.00	5,573.62	62.28
100-125-5261-125	Court Appointed Expenses	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
100-125-5263-125	Domestic Violence Expense	3,600.00	608.00	2,730.00	870.00	0.00	870.00	24.17
100-125-5330-125	Municipal Court Equip. Maint.	500.00	0.00	0.00	500.00	0.00	500.00	100.00
100-125-5590-125	Municipal Court Gen Supplies	3,450.00	0.00	1,617.16	1,832.84	0.00	1,832.84	53.13
100-125-5700-125	Municipal Court Comp., Softwre	1,520.00	0.00	0.00	1,520.00	222.14	1,297.86	85.39
100-125-6350-125	Municipal Court Phones	2,837.00	236.50	1,428.95	1,408.05	0.00	1,408.05	49.63
	E20 Sub Totals:	21,857.00	1,285.21	9,152.49	12,704.51	222.14	12,482.37	57.11
	Expense Sub Totals:	193,130.00	14,275.82	103,584.76	89,545.24	222.14	89,323.10	46.25
	Dept 125 Sub Totals:	174,250.00	11,580.96	84,577.85	89,672.15	222.14		
Dept 100-141								
R06	REVENUE FROM USE OF ASSET							
100-141-4820-141	Sale of IT Property	407.00	0.00	407.25	-0.25	0.00	-0.25	0.00
	R06 Sub Totals:	407.00	0.00	407.25	-0.25	0.00	-0.25	0.00
	Revenue Sub Totals:	407.00	0.00	407.25	-0.25	0.00	-0.25	0.00
E10	PERSONNEL							
100-141-5010-141	IT Salaries	34,748.00	2,674.87	19,547.84	15,200.16	0.00	15,200.16	43.74
100-141-5020-141	IT Overtime	200.00	4.19	551.60	-351.60	0.00	-351.60	0.00
100-141-5070-141	Availability Allowance	360.00	30.06	210.74	149.26	0.00	149.26	41.46
100-141-5170-141	IT Social Security	2,674.00	204.94	1,535.47	1,138.53	0.00	1,138.53	42.58
100-141-5180-141	IT Retirement	4,334.00	335.16	2,533.57	1,800.43	0.00	1,800.43	41.54
100-141-5190-141	IT Health Insurance	9,222.00	669.26	4,684.82	4,537.18	0.00	4,537.18	49.20
100-141-5210-141	IT Workers Compensation	1,531.00	0.00	0.00	1,531.00	0.00	1,531.00	100.00
100-141-5360-141	IT Membership/Training/Travel	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E10 Sub Totals:	54,569.00	3,918.48	29,064.04	25,504.96	0.00	25,504.96	46.74
E20	OPERATING COSTS							
100-141-5260-141	IT Professional Services	51,012.00	543.99	9,988.35	41,023.65	0.00	41,023.65	80.42
100-141-5590-141	IT General Supplies	260.00	0.00	0.00	260.00	0.00	260.00	100.00
100-141-5700-141	IT Computers, Software, Etc.	981.00	0.00	0.00	981.00	111.07	869.93	88.68
	E20 Sub Totals:	52,253.00	543.99	9,988.35	42,264.65	111.07	42,153.58	80.67
	Expense Sub Totals:	106,822.00	4,462.47	39,052.39	67,769.61	111.07	67,658.54	63.34
	Dept 141 Sub Totals:	106,415.00	4,462.47	38,645.14	67,769.86	111.07		
Dept 100-143								
E20	OPERATING COSTS							
100-143-5530-143	Fleet Mtce Fuels	2,000.00	168.23	878.85	1,121.15	0.00	1,121.15	56.06
100-143-5590-143	Fleet Maint. General Supplies	2,100.00	102.02	102.02	1,997.98	0.00	1,997.98	95.14
100-143-6390-143	Fleet Mtce Minor Equipment	4,000.00	493.68	1,479.74	2,520.26	0.00	2,520.26	63.01
	E20 Sub Totals:	8,100.00	763.93	2,460.61	5,639.39	0.00	5,639.39	69.62
	Expense Sub Totals:	8,100.00	763.93	2,460.61	5,639.39	0.00	5,639.39	69.62
	Dept 143 Sub Totals:	8,100.00	763.93	2,460.61	5,639.39	0.00		
Dept 100-144								
E20	OPERATING COSTS							
100-144-5260-144	Emergency Mgmt Prof. Services	14,502.00	0.00	14,502.00	0.00	0.00	0.00	0.00
100-144-5300-144	Emergency Mgmt Ins. & Bonds	3,300.00	0.00	0.00	3,300.00	0.00	3,300.00	100.00
100-144-5330-144	Emergency Mgmt Equip. Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-144-6300-144	Emergency Mgmt Electricity	3,835.00	255.42	1,607.88	2,227.12	0.00	2,227.12	58.07
	E20 Sub Totals:	21,637.00	255.42	16,109.88	5,527.12	0.00	5,527.12	25.54
	Expense Sub Totals:	21,637.00	255.42	16,109.88	5,527.12	0.00	5,527.12	25.54
	Dept 144 Sub Totals:	21,637.00	255.42	16,109.88	5,527.12	0.00		
Dept 100-145								
E10	PERSONNEL							
100-145-5010-145	Human Resources Salaries	69,166.00	5,340.68	39,854.01	29,311.99	0.00	29,311.99	42.38
100-145-5170-145	Human Resources Social Secur.	5,062.00	377.50	2,833.63	2,228.37	0.00	2,228.37	44.02
100-145-5180-145	Human Resources Retirement	8,205.00	659.74	4,924.55	3,280.45	0.00	3,280.45	39.98
100-145-5190-145	Human Resources Health Ins.	9,222.00	908.36	6,292.80	2,929.20	0.00	2,929.20	31.76
100-145-5210-145	Human Resources Workers Comp.	2,899.00	0.00	0.00	2,899.00	0.00	2,899.00	100.00
100-145-5360-145	Human Resources Mem/Train/Trvl	5,600.00	40.00	634.00	4,966.00	0.00	4,966.00	88.68

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E10 Sub Totals:	100,154.00	7,326.28	54,538.99	45,615.01	0.00	45,615.01	45.54
E20	OPERATING COSTS							
100-145-5260-145	Human Resources Prof. Services	3,300.00	1,443.46	3,658.09	-358.09	0.00	-358.09	0.00
100-145-5590-145	Human Resources GenSupplies	1,500.00	0.00	677.88	822.12	0.00	822.12	54.81
100-145-5700-145	HR Computer/Software	4,805.00	0.00	1,886.84	2,918.16	111.07	2,807.09	58.42
	E20 Sub Totals:	9,605.00	1,443.46	6,222.81	3,382.19	111.07	3,271.12	34.06
	Expense Sub Totals:	109,759.00	8,769.74	60,761.80	48,997.20	111.07	48,886.13	44.54
	Dept 145 Sub Totals:	109,759.00	8,769.74	60,761.80	48,997.20	111.07		
Dept 100-160								
R03	INTER-GOVERNMENTAL							
100-160-4200-160	Grant Revenue	0.00	594,067.00	601,457.10	-601,457.10	0.00	-601,457.10	0.00
100-160-4201-160	Grant Revenue -CARES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	594,067.00	601,457.10	-601,457.10	0.00	-601,457.10	0.00
R06	REVENUE FROM USE OF ASSET							
100-160-4400-160	Land Lease at Airport	22,000.00	2,200.00	19,471.54	2,528.46	0.00	2,528.46	11.49
100-160-4410-160	Airport Land Lease - City	9,700.00	808.34	5,658.38	4,041.62	0.00	4,041.62	41.67
100-160-4500-160	Airport Hangar Rentals	60,120.00	7,282.10	44,030.47	16,089.53	0.00	16,089.53	26.76
100-160-4505-160	Airport Room Rental	0.00	35.00	4,005.00	-4,005.00	0.00	-4,005.00	0.00
100-160-4820-160	Airport Sale of Property	1,723.00	0.00	1,723.95	-0.95	0.00	-0.95	0.00
	R06 Sub Totals:	93,543.00	10,325.44	74,889.34	18,653.66	0.00	18,653.66	19.94
R07	OTHER INCOME							
100-160-4800-160	Miscellaneous Income	0.00	3,994.96	4,244.96	-4,244.96	0.00	-4,244.96	0.00
	R07 Sub Totals:	0.00	3,994.96	4,244.96	-4,244.96	0.00	-4,244.96	0.00
R08	SALES REVENUE							
100-160-4540-160	Sale of Jet Fuel	27,000.00	0.00	1,125.76	25,874.24	0.00	25,874.24	95.83
100-160-4550-160	Sale of Aviation Gas	76,000.00	6,819.58	45,636.73	30,363.27	0.00	30,363.27	39.95
100-160-4560-160	Sale of Pilot Supplies	750.00	111.43	646.03	103.97	0.00	103.97	13.86
	R08 Sub Totals:	103,750.00	6,931.01	47,408.52	56,341.48	0.00	56,341.48	54.31
	Revenue Sub Totals:	197,293.00	615,318.41	727,999.92	-530,706.92	0.00	-530,706.92	0.00
E10	PERSONNEL							
100-160-5010-160	Airport Salaries	42,194.00	3,259.54	21,210.87	20,983.13	0.00	20,983.13	49.73
100-160-5020-160	Airport Overtime	900.00	0.00	245.67	654.33	0.00	654.33	72.70
100-160-5030-160	Airport Part Time	35,880.00	2,213.75	16,898.77	18,981.23	0.00	18,981.23	52.90
100-160-5070-160	Availability Allowance	360.00	30.12	180.78	179.22	0.00	179.22	49.78

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-160-5170-160	Airport Social Security	6,042.00	419.95	2,941.15	3,100.85	0.00	3,100.85	51.32
100-160-5180-160	Airport Retirement	5,344.00	406.18	2,459.11	2,884.89	0.00	2,884.89	53.98
100-160-5190-160	Airport Health Insurance	9,222.00	669.26	4,015.56	5,206.44	0.00	5,206.44	56.46
100-160-5210-160	Airport Workers Compensation	3,460.00	0.00	0.00	3,460.00	0.00	3,460.00	100.00
100-160-5360-160	Membership/Training/Travel	525.00	0.00	0.00	525.00	0.00	525.00	100.00
100-160-5380-160	Airport Uniforms	828.00	0.00	0.00	828.00	0.00	828.00	100.00
	E10 Sub Totals:	104,755.00	6,998.80	47,951.91	56,803.09	0.00	56,803.09	54.22
E20	OPERATING COSTS							
100-160-5260-160	Airport Professional Services	9,750.00	1,076.50	3,719.93	6,030.07	0.00	6,030.07	61.85
100-160-5300-160	Airport Insurance & Bonds	18,322.00	0.00	200.00	18,122.00	0.00	18,122.00	98.91
100-160-5320-160	Airport Facility Maintenance	18,210.00	2,128.10	20,554.50	-2,344.50	0.00	-2,344.50	0.00
100-160-5330-160	Airport Equipment Maintenance	7,000.00	503.38	1,294.35	5,705.65	0.00	5,705.65	81.51
100-160-5460-160	Cost of Av Gas Sold	74,550.00	4,746.41	35,532.47	39,017.53	0.00	39,017.53	52.34
100-160-5470-160	Cost of Jet Fuel Sold	25,000.00	0.00	767.13	24,232.87	0.00	24,232.87	96.93
100-160-5480-160	Cost of Pilot Supplies	735.00	0.00	841.78	-106.78	0.00	-106.78	0.00
100-160-5530-160	Airport Fuels/Lubricants	2,100.00	204.98	558.97	1,541.03	0.00	1,541.03	73.38
100-160-5590-160	Airport General Supplies	2,500.00	421.14	1,989.27	510.73	0.00	510.73	20.43
100-160-5700-160	Airport Computer/Software	950.00	0.00	0.00	950.00	111.07	838.93	88.31
100-160-6300-160	Airport Electricity	18,367.00	1,065.60	7,492.30	10,874.70	0.00	10,874.70	59.21
100-160-6350-160	Airport Phones	3,071.00	254.19	1,553.35	1,517.65	0.00	1,517.65	49.42
	E20 Sub Totals:	180,555.00	10,400.30	74,504.05	106,050.95	111.07	105,939.88	58.67
	Expense Sub Totals:	285,310.00	17,399.10	122,455.96	162,854.04	111.07	162,742.97	57.04
	Dept 160 Sub Totals:	88,017.00	-597,919.31	-605,543.96	693,560.96	111.07		
Dept 100-199								
R01	TAXES							
100-199-4031-199	Public Safety Tax	1,546,225.00	128,919.76	987,682.29	558,542.71	0.00	558,542.71	36.12
	R01 Sub Totals:	1,546,225.00	128,919.76	987,682.29	558,542.71	0.00	558,542.71	36.12
R06	REVENUE FROM USE OF ASSET							
100-199-4700-199	Public Safety Interest Earned	55,000.00	5,867.95	49,909.28	5,090.72	0.00	5,090.72	9.26
	R06 Sub Totals:	55,000.00	5,867.95	49,909.28	5,090.72	0.00	5,090.72	9.26
	Revenue Sub Totals:	1,601,225.00	134,787.71	1,037,591.57	563,633.43	0.00	563,633.43	35.20
	Dept 199 Sub Totals:	-1,601,225.00	-134,787.71	-1,037,591.57	-563,633.43	0.00		
Dept 100-204	I.O.O.F. Cemetery							
R04	CHARGES FOR SERVICES							
100-204-4420-204	Plot Sales	9,000.00	0.00	9,750.00	-750.00	0.00	-750.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
100-204-4524-204	Burial Fees	23,000.00	4,600.00	18,450.00	4,550.00	0.00	4,550.00	19.78
	R04 Sub Totals:	32,000.00	4,600.00	28,200.00	3,800.00	0.00	3,800.00	11.88
R06	REVENUE FROM USE OF ASSET							
100-204-4700-204	Interest Earned	0.00	0.00	1,797.28	-1,797.28	0.00	-1,797.28	0.00
	R06 Sub Totals:	0.00	0.00	1,797.28	-1,797.28	0.00	-1,797.28	0.00
R07	OTHER INCOME							
100-204-4800-204	Cemetery Miscellaneous Revenue	0.00	0.00	162.00	-162.00	0.00	-162.00	0.00
	R07 Sub Totals:	0.00	0.00	162.00	-162.00	0.00	-162.00	0.00
R87	DONATIONS							
100-204-4990-204	Cemetery Donations	3,500.00	0.00	5,000.00	-1,500.00	0.00	-1,500.00	0.00
	R87 Sub Totals:	3,500.00	0.00	5,000.00	-1,500.00	0.00	-1,500.00	0.00
	Revenue Sub Totals:	35,500.00	4,600.00	35,159.28	340.72	0.00	340.72	0.96
E10	PERSONNEL							
100-204-5010-204	Cemetery Salaries	10,000.00	880.86	6,500.00	3,500.00	0.00	3,500.00	35.00
100-204-5020-204	Cemetery Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5030-204	IOOF Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5070-204	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-204-5170-204	IOOF Social Security	765.00	63.76	472.27	292.73	0.00	292.73	38.27
100-204-5180-204	IOOF Retirement	1,240.00	108.82	803.18	436.82	0.00	436.82	35.23
100-204-5190-204	IOOF Health Insurance	1,391.00	145.36	1,003.54	387.46	0.00	387.46	27.85
100-204-5210-204	IOOF Workers Compensation	438.00	0.00	0.00	438.00	0.00	438.00	100.00
	E10 Sub Totals:	13,834.00	1,198.80	8,778.99	5,055.01	0.00	5,055.01	36.54
E20	OPERATING COSTS							
100-204-5260-204	I.O.O.F. Professional Services	111,545.00	53.25	41,436.28	70,108.72	0.00	70,108.72	62.85
100-204-5262-204	I.O.O.F. Burial Costs	21,630.00	2,200.00	15,800.00	5,830.00	0.00	5,830.00	26.95
100-204-5300-204	Cemetery Insurance & Bonds	1,187.00	0.00	0.00	1,187.00	0.00	1,187.00	100.00
100-204-5320-204	Cemetery Facility Maintenance	6,026.00	0.00	0.00	6,026.00	0.00	6,026.00	100.00
100-204-5325-204	Grounds Maintenance	6,300.00	0.00	0.00	6,300.00	0.00	6,300.00	100.00
100-204-5330-204	Cemetery Equipment Maintenance	1,250.00	0.00	0.00	1,250.00	0.00	1,250.00	100.00
100-204-5530-204	Cemetery Fuels/Lubricants	420.00	0.00	0.00	420.00	0.00	420.00	100.00
100-204-5590-204	General Supplies	1,125.00	0.00	26.39	1,098.61	0.00	1,098.61	97.65
100-204-6300-204	I.O.O.F. Electricity Costs	602.00	43.54	281.14	320.86	0.00	320.86	53.30
	E20 Sub Totals:	150,085.00	2,296.79	57,543.81	92,541.19	0.00	92,541.19	61.66
	Expense Sub Totals:	163,919.00	3,495.59	66,322.80	97,596.20	0.00	97,596.20	59.54

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 204 Sub Totals:	128,419.00	-1,104.41	31,163.52	97,255.48	0.00		
Dept 100-999	City Hall							
E10	PERSONNEL							
100-999-5200-112	Unemployment Compensation	8,000.00	0.00	1,086.06	6,913.94	0.00	6,913.94	86.42
	E10 Sub Totals:	8,000.00	0.00	1,086.06	6,913.94	0.00	6,913.94	86.42
E20	OPERATING COSTS							
100-999-5320-112	City Hall Facility Maintenance	20,000.00	19.51	772.22	19,227.78	0.00	19,227.78	96.14
100-999-6300-112	City Hall Electricity	18,199.00	829.66	6,053.04	12,145.96	0.00	12,145.96	66.74
100-999-6310-112	City Hall Heating Fuels	8,000.00	315.91	3,566.13	4,433.87	0.00	4,433.87	55.42
100-999-6350-112	City Hall Phones	15,600.00	1,204.15	7,858.08	7,741.92	0.00	7,741.92	49.63
	E20 Sub Totals:	61,799.00	2,369.23	18,249.47	43,549.53	0.00	43,549.53	70.47
E30	CAPITAL OUTLAY							
100-999-5790-112	City Hall Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	69,799.00	2,369.23	19,335.53	50,463.47	0.00	50,463.47	72.30
	Dept 999 Sub Totals:	69,799.00	2,369.23	19,335.53	50,463.47	0.00		
	Fund Revenue Sub Totals:	9,389,862.00	1,432,093.05	6,791,465.16	2,598,396.84	0.00	2,598,396.84	27.67
	Fund Expense Sub Totals:	13,551,747.00	642,419.15	6,909,343.94	6,642,403.06	1,117,498.18	5,524,904.88	40.77
	Fund 100 Sub Totals:	4,161,885.00	-789,673.90	117,878.78	4,044,006.22	1,117,498.18		
Fund 120	Police Grants							
Dept 120-000	Non-Departmental							
R90	TRANSFERS IN							
120-000-3324-000	Transfer from Police Dept	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120-000-3326-000	Trasnfer from Dare	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-128	DWI Grant							
R03	INTER-GOVERNMENTAL							
120-128-4240-120	DWI Grant Revenue	10,610.00	1,403.07	7,267.07	3,342.93	0.00	3,342.93	31.51

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R03 Sub Totals:	10,610.00	1,403.07	7,267.07	3,342.93	0.00	3,342.93	31.51
	Revenue Sub Totals:	10,610.00	1,403.07	7,267.07	3,342.93	0.00	3,342.93	31.51
E10	PERSONNEL							
120-128-5020-120	DWI Overtime	4,950.00	1,403.07	1,607.07	3,342.93	0.00	3,342.93	67.53
	E10 Sub Totals:	4,950.00	1,403.07	1,607.07	3,342.93	0.00	3,342.93	67.53
E20	OPERATING COSTS							
120-128-5590-120	DWI Grant General Supplies	5,729.00	0.00	5,729.36	-0.36	0.00	-0.36	0.00
	E20 Sub Totals:	5,729.00	0.00	5,729.36	-0.36	0.00	-0.36	0.00
	Expense Sub Totals:	10,679.00	1,403.07	7,336.43	3,342.57	0.00	3,342.57	31.30
	Dept 128 Sub Totals:	69.00	0.00	69.36	-0.36	0.00		
Dept 120-129	HMV Grant							
R03	INTER-GOVERNMENTAL							
120-129-4230-120	HMV Grant Revenue	11,276.00	1,018.35	7,024.90	4,251.10	0.00	4,251.10	37.70
	R03 Sub Totals:	11,276.00	1,018.35	7,024.90	4,251.10	0.00	4,251.10	37.70
	Revenue Sub Totals:	11,276.00	1,018.35	7,024.90	4,251.10	0.00	4,251.10	37.70
E10	PERSONNEL							
120-129-5020-120	HMV Overtime	4,500.00	1,018.35	1,776.90	2,723.10	0.00	2,723.10	60.51
120-129-5360-120	HMV Grant Training	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	100.00
	E10 Sub Totals:	5,700.00	1,018.35	1,776.90	3,923.10	0.00	3,923.10	68.83
E20	OPERATING COSTS							
120-129-5590-120	HMV Grant General Supplies	5,576.00	0.00	5,248.00	328.00	0.00	328.00	5.88
	E20 Sub Totals:	5,576.00	0.00	5,248.00	328.00	0.00	328.00	5.88
	Expense Sub Totals:	11,276.00	1,018.35	7,024.90	4,251.10	0.00	4,251.10	37.70
	Dept 129 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 120-131	DOJ Grant							
R03	INTER-GOVERNMENTAL							
120-131-4220-120	Justice Dept Vest Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120-131-4250-120	LLEBG Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
120-131-5380-120	Police Dept Uniforms-Vests	4,000.00	0.00	1,483.00	2,517.00	0.00	2,517.00	62.93
	E10 Sub Totals:	4,000.00	0.00	1,483.00	2,517.00	0.00	2,517.00	62.93
E30	CAPITAL OUTLAY							
120-131-5790-120	LLEBG-Law Enf Safety Prog	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	4,000.00	0.00	1,483.00	2,517.00	0.00	2,517.00	62.93
	Dept 131 Sub Totals:	4,000.00	0.00	1,483.00	2,517.00	0.00		
	Fund Revenue Sub Totals:	21,886.00	2,421.42	14,291.97	7,594.03	0.00	7,594.03	34.70
	Fund Expense Sub Totals:	25,955.00	2,421.42	15,844.33	10,110.67	0.00	10,110.67	38.95
	Fund 120 Sub Totals:	4,069.00	0.00	1,552.36	2,516.64	0.00		
Fund 124	Shop With a Cop							
Dept 124-120								
R87	DONATIONS							
124-120-4990-126	Halloween Bash	2,000.00	0.00	1,567.77	432.23	0.00	432.23	21.61
	R87 Sub Totals:	2,000.00	0.00	1,567.77	432.23	0.00	432.23	21.61
	Revenue Sub Totals:	2,000.00	0.00	1,567.77	432.23	0.00	432.23	21.61
E20	OPERATING COSTS							
124-120-6430-126	Halloween Bash Expenses	2,548.00	0.00	2,547.80	0.20	0.00	0.20	0.01
	E20 Sub Totals:	2,548.00	0.00	2,547.80	0.20	0.00	0.20	0.01
	Expense Sub Totals:	2,548.00	0.00	2,547.80	0.20	0.00	0.20	0.01
	Dept 120 Sub Totals:	548.00	0.00	980.03	-432.03	0.00		
Dept 124-124								
R06	REVENUE FROM USE OF ASSET							
124-124-4700-124	Interest Earned-Shop w/a Cop	100.00	0.00	54.02	45.98	0.00	45.98	45.98
	R06 Sub Totals:	100.00	0.00	54.02	45.98	0.00	45.98	45.98
R87	DONATIONS							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
124-124-4830-124	Shop With A Cop	17,093.00	0.00	17,396.02	-303.02	0.00	-303.02	0.00
	R87 Sub Totals:	17,093.00	0.00	17,396.02	-303.02	0.00	-303.02	0.00
	Revenue Sub Totals:	17,193.00	0.00	17,450.04	-257.04	0.00	-257.04	0.00
E20	OPERATING COSTS							
124-124-6440-124	Shop With A Cop Expenses	19,522.00	0.00	19,521.44	0.56	0.00	0.56	0.00
	E20 Sub Totals:	19,522.00	0.00	19,521.44	0.56	0.00	0.56	0.00
	Expense Sub Totals:	19,522.00	0.00	19,521.44	0.56	0.00	0.56	0.00
	Dept 124 Sub Totals:	2,329.00	0.00	2,071.40	257.60	0.00		
	Fund Revenue Sub Totals:	19,193.00	0.00	19,017.81	175.19	0.00	175.19	0.91
	Fund Expense Sub Totals:	22,070.00	0.00	22,069.24	0.76	0.00	0.76	0.00
	Fund 124 Sub Totals:	2,877.00	0.00	3,051.43	-174.43	0.00		
Fund 126	D.A.R.E Program							
Dept 126-000								
E90	TRANSFERS OUT							
126-000-3205-120	Trasnfer to Police	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 126-126								
R06	REVENUE FROM USE OF ASSET							
126-126-4700-126	D.A.R.E Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
126-126-4990-126	D.A.R.E Program Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
126-126-6430-126	D.A.R.E Program Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 126 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 130	Fire Sales Tax							
Dept 130-000	Non-Departmental							
R90	TRANSFERS IN							
130-000-3305-000	Transfer fm Public Safety Fund	1,136,075.00	94,672.92	662,710.44	473,364.56	0.00	473,364.56	41.67
130-000-3330-000	Transfer fm General	546,000.00	45,500.00	318,500.00	227,500.00	0.00	227,500.00	41.67
	R90 Sub Totals:	1,682,075.00	140,172.92	981,210.44	700,864.56	0.00	700,864.56	41.67
	Revenue Sub Totals:	1,682,075.00	140,172.92	981,210.44	700,864.56	0.00	700,864.56	41.67
E90	TRANSFERS OUT							
130-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130-000-3285-000	Trns to Capital Improvement	454,680.00	0.00	155,143.71	299,536.29	0.00	299,536.29	65.88
	E90 Sub Totals:	454,680.00	0.00	155,143.71	299,536.29	0.00	299,536.29	65.88
	Expense Sub Totals:	454,680.00	0.00	155,143.71	299,536.29	0.00	299,536.29	65.88
	Dept 000 Sub Totals:	-1,227,395.00	-140,172.92	-826,066.73	-401,328.27	0.00		
Dept 130-130								
R01	TAXES							
130-130-4030-130	Fire Department Sales Tax	678,809.00	64,419.42	493,804.32	185,004.68	0.00	185,004.68	27.25
	R01 Sub Totals:	678,809.00	64,419.42	493,804.32	185,004.68	0.00	185,004.68	27.25
R02	LICENSES AND PERMITS							
130-130-4150-130	Fire Department Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R03	INTER-GOVERNMENTAL							
130-130-4200-130	Grant Revenues	156,500.00	0.00	0.00	156,500.00	0.00	156,500.00	100.00
130-130-4850-130	Contract: Fire District	130,000.00	0.00	130,000.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R03 Sub Totals:	286,500.00	0.00	130,000.00	156,500.00	0.00	156,500.00	54.62
R06	REVENUE FROM USE OF ASSET							
130-130-4700-130	Fire Dept Interest Earned	0.00	2,777.79	18,521.24	-18,521.24	0.00	-18,521.24	0.00
130-130-4760-130	Insurance Proceeds	0.00	0.00	1,741.38	-1,741.38	0.00	-1,741.38	0.00
130-130-4820-130	Fire Sale of Property	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	7,500.00	2,777.79	27,762.62	-20,262.62	0.00	-20,262.62	0.00
R07	OTHER INCOME							
130-130-4800-130	Fire Department Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R87	DONATIONS							
130-130-4990-130	Donations - Fire Dept.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R87 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	972,809.00	67,197.21	651,566.94	321,242.06	0.00	321,242.06	33.02
E10	PERSONNEL							
130-130-5010-130	Fire Dept Salaries	1,427,870.00	108,512.75	801,181.37	626,688.63	0.00	626,688.63	43.89
130-130-5020-130	Fire Dept Overtime	140,000.00	1,664.03	100,965.38	39,034.62	0.00	39,034.62	27.88
130-130-5030-130	Fire Dept Part Time	3,500.00	0.00	540.00	2,960.00	0.00	2,960.00	84.57
130-130-5070-130	Availability Allowance	3,240.00	210.89	1,483.44	1,756.56	0.00	1,756.56	54.21
130-130-5170-130	Fire Dept Social Security	133,254.00	8,000.91	66,167.50	67,086.50	0.00	67,086.50	50.34
130-130-5180-130	Fire Dept Retirement	249,292.00	16,834.99	137,776.64	111,515.36	0.00	111,515.36	44.73
130-130-5190-130	Fire Dept Health Insurance	248,985.00	20,248.70	139,640.64	109,344.36	0.00	109,344.36	43.92
130-130-5210-130	Fire Dept Workers Compensation	76,295.00	0.00	0.00	76,295.00	0.00	76,295.00	100.00
130-130-5230-130	Physicals	1,500.00	0.00	42.66	1,457.34	0.00	1,457.34	97.16
130-130-5360-130	Fire Dept Member/Train/Trvl	6,020.00	0.00	1,709.02	4,310.98	0.00	4,310.98	71.61
130-130-5361-130	Fire Academy Training	2,400.00	0.00	0.00	2,400.00	0.00	2,400.00	100.00
130-130-5380-130	Fire Dept Uniforms	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	100.00
	E10 Sub Totals:	2,296,356.00	155,472.27	1,249,506.65	1,046,849.35	0.00	1,046,849.35	45.59
E20	OPERATING COSTS							
130-130-5260-130	Fire Dept Prof. Services	59,717.00	5,457.17	36,539.63	23,177.37	0.00	23,177.37	38.81
130-130-5300-130	Fire Dept Insurance and Bonds	39,918.00	-1,371.00	1,370.00	38,548.00	0.00	38,548.00	96.57
130-130-5320-130	Fire Dept Facility Maintenance	8,000.00	153.90	3,056.30	4,943.70	0.00	4,943.70	61.80
130-130-5330-130	Fire Dept Equipment Maint.	22,700.00	3,901.83	12,634.67	10,065.33	10,245.93	-180.60	0.00
130-130-5530-130	Fire Dept Fuels/Lubricants	20,000.00	1,787.47	10,182.12	9,817.88	0.00	9,817.88	49.09
130-130-5540-130	Fire Dept Chemicals	1,130.00	0.00	0.00	1,130.00	0.00	1,130.00	100.00
130-130-5590-130	Fire Dept General Supplies	9,460.00	390.41	5,354.61	4,105.39	0.00	4,105.39	43.40
130-130-5700-130	Fire Dept Comp., Software	14,769.00	0.00	2,270.00	12,499.00	1,665.90	10,833.10	73.35
130-130-6300-130	Fire Dept Electricity	20,374.00	1,032.97	6,884.49	13,489.51	0.00	13,489.51	66.21

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
130-130-6310-130	Fire Dept Heating Fuels	8,400.00	476.98	5,641.92	2,758.08	0.00	2,758.08	32.83
130-130-6350-130	Fire Dept Phones	8,692.00	738.72	5,209.20	3,482.80	0.00	3,482.80	40.07
130-130-6390-130	Fire Dept. Minor Equipment	22,556.00	0.00	10,158.62	12,397.38	2,976.07	9,421.31	41.77
	E20 Sub Totals:	235,716.00	12,568.45	99,301.56	136,414.44	14,887.90	121,526.54	51.56
E30	CAPITAL OUTLAY							
130-130-6380-130	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	2,532,072.00	168,040.72	1,348,808.21	1,183,263.79	14,887.90	1,168,375.89	46.14
	Dept 130 Sub Totals:	1,559,263.00	100,843.51	697,241.27	862,021.73	14,887.90		
	Fund Revenue Sub Totals:	2,654,884.00	207,370.13	1,632,777.38	1,022,106.62	0.00	1,022,106.62	38.50
	Fund Expense Sub Totals:	2,986,752.00	168,040.72	1,503,951.92	1,482,800.08	14,887.90	1,467,912.18	49.15
	Fund 130 Sub Totals:	331,868.00	-39,329.41	-128,825.46	460,693.46	14,887.90		
Fund 170	Drainage Sales Tax							
Dept 170-000	Non-Departmental							
R90	TRANSFERS IN							
170-000-3306-000	Transfer fm ARPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	TRANSFERS OUT							
170-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-000-3243-000	Transfer to Parks Capital Imp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-000-3285-000	Trns to Capital Improvement	1,314,985.00	25,496.48	211,287.15	1,103,697.85	0.00	1,103,697.85	83.93
	E90 Sub Totals:	1,314,985.00	25,496.48	211,287.15	1,103,697.85	0.00	1,103,697.85	83.93
	Expense Sub Totals:	1,314,985.00	25,496.48	211,287.15	1,103,697.85	0.00	1,103,697.85	83.93
	Dept 000 Sub Totals:	1,314,985.00	25,496.48	211,287.15	1,103,697.85	0.00		
Dept 170-990								
R01	TAXES							
170-990-4030-990	Sales Tax Drainage	407,468.00	38,651.70	296,282.85	111,185.15	0.00	111,185.15	27.29
	R01 Sub Totals:	407,468.00	38,651.70	296,282.85	111,185.15	0.00	111,185.15	27.29

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R03	INTER-GOVERNMENTAL							
170-990-4200-990	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
170-990-4700-990	Interest Earned-Drainage Fund	18,500.00	7,716.83	52,997.55	-34,497.55	0.00	-34,497.55	0.00
170-990-4820-990	Sale of Drainage Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	18,500.00	7,716.83	52,997.55	-34,497.55	0.00	-34,497.55	0.00
R07	OTHER INCOME							
170-990-4800-990	Drainage Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	425,968.00	46,368.53	349,280.40	76,687.60	0.00	76,687.60	18.00
E10	PERSONNEL							
170-990-5010-990	Drainage Salaries	53,583.00	0.00	18,829.09	34,753.91	0.00	34,753.91	64.86
170-990-5020-990	Drainage Overtime	3,000.00	0.00	987.85	2,012.15	0.00	2,012.15	67.07
170-990-5030-990	Drainage Part Time	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
170-990-5070-990	Availability Allowance	360.00	0.00	120.57	239.43	0.00	239.43	66.51
170-990-5170-990	Drainage Social Security	5,247.00	0.00	1,510.39	3,736.61	0.00	3,736.61	71.21
170-990-5180-990	Drainage Retirement	7,017.00	0.00	2,462.19	4,554.81	0.00	4,554.81	64.91
170-990-5190-990	Drainage Health Insurance	9,222.00	0.00	2,688.02	6,533.98	0.00	6,533.98	70.85
170-990-5210-990	Drainage Workers Compensation	3,004.00	0.00	0.00	3,004.00	0.00	3,004.00	100.00
170-990-5380-990	Drainage Uniforms	739.00	0.00	406.40	332.60	0.00	332.60	45.01
	E10 Sub Totals:	94,172.00	0.00	27,004.51	67,167.49	0.00	67,167.49	71.32
E20	OPERATING COSTS							
170-990-5260-990	Drainage Professional Services	10,270.00	180.25	4,304.88	5,965.12	0.00	5,965.12	58.08
170-990-5300-990	Drainage Insurance & Bonds	400.00	0.00	0.00	400.00	0.00	400.00	100.00
170-990-5330-990	Drainage Equipment Maintenance	15,750.00	3,462.95	4,020.00	11,730.00	0.00	11,730.00	74.48
170-990-5530-990	Drainage Fuels/Lubricants	8,000.00	511.24	1,837.37	6,162.63	0.00	6,162.63	77.03
170-990-5590-990	Drainage General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170-990-5640-990	Drainage Maintenance	21,000.00	0.00	0.00	21,000.00	0.00	21,000.00	100.00
170-990-5700-990	Drainage Computer/Software	99.00	0.00	0.00	99.00	0.00	99.00	100.00
170-990-6350-990	Drainage Phones	3,198.00	226.55	1,599.34	1,598.66	0.00	1,598.66	49.99
	E20 Sub Totals:	58,717.00	4,380.99	11,761.59	46,955.41	0.00	46,955.41	79.97
E30	CAPITAL OUTLAY							
170-990-6380-990	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	152,889.00	4,380.99	38,766.10	114,122.90	0.00	114,122.90	74.64
	Dept 990 Sub Totals:	-273,079.00	-41,987.54	-310,514.30	37,435.30	0.00		
	Fund Revenue Sub Totals:	425,968.00	46,368.53	349,280.40	76,687.60	0.00	76,687.60	18.00
	Fund Expense Sub Totals:	1,467,874.00	29,877.47	250,053.25	1,217,820.75	0.00	1,217,820.75	82.96
	Fund 170 Sub Totals:	1,041,906.00	-16,491.06	-99,227.15	1,141,133.15	0.00		
Fund 175	Senior Center Sales Tax							
Dept 175-000	Non-Departmental							
R90	TRANSFERS IN							
175-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3364-000	Transfer to Mtce Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	TRANSFERS OUT							
175-000-3214-000	Transfer to 2014 Series COP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3221-000	Transfer to 2021 Series DS	56,660.00	0.00	51,308.60	5,351.40	0.00	5,351.40	9.44
175-000-3264-000	Transfer to Mtce Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00
175-000-3285-000	Trns to Capital Improvement	101,500.00	0.00	38,702.93	62,797.07	0.00	62,797.07	61.87
	E90 Sub Totals:	158,160.00	0.00	90,011.53	68,148.47	0.00	68,148.47	43.09
	Expense Sub Totals:	158,160.00	0.00	90,011.53	68,148.47	0.00	68,148.47	43.09
	Dept 000 Sub Totals:	158,160.00	0.00	90,011.53	68,148.47	0.00		
Dept 175-175								
R01	TAXES							
175-175-4030-175	Sales Tax - 1/16-Cent	169,780.00	16,104.86	123,451.10	46,328.90	0.00	46,328.90	27.29
	R01 Sub Totals:	169,780.00	16,104.86	123,451.10	46,328.90	0.00	46,328.90	27.29
R06	REVENUE FROM USE OF ASSET							
175-175-4700-175	Interest Earned-Senior Center	6,970.00	1,142.52	8,107.01	-1,137.01	0.00	-1,137.01	0.00
175-175-4820-175	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	6,970.00	1,142.52	8,107.01	-1,137.01	0.00	-1,137.01	0.00
R07	OTHER INCOME							
175-175-4800-175	Senior Center Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	176,750.00	17,247.38	131,558.11	45,191.89	0.00	45,191.89	25.57
E10	PERSONNEL							
175-175-5010-175	Senior Center Salaries	6,504.00	478.15	3,696.19	2,807.81	0.00	2,807.81	43.17
175-175-5020-175	Senior Center Overtime	500.00	24.34	52.61	447.39	0.00	447.39	89.48
175-175-5170-175	Senior Center Social Security	536.00	38.26	285.58	250.42	0.00	250.42	46.72
175-175-5180-175	Senior Center Retirement	869.00	62.03	462.92	406.08	0.00	406.08	46.73
175-175-5190-175	Senior Center Health Insurance	1,476.00	107.10	749.61	726.39	0.00	726.39	49.21
175-175-5210-175	Senior Center Workers Comp.	307.00	0.00	0.00	307.00	0.00	307.00	100.00
175-175-5360-175	Senior Center Memb/Train/Trvl	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	E10 Sub Totals:	10,492.00	709.88	5,246.91	5,245.09	0.00	5,245.09	49.99
E20	OPERATING COSTS							
175-175-5260-175	Senior Center Prof. Services	6,550.00	919.55	2,801.81	3,748.19	0.00	3,748.19	57.22
175-175-5300-175	Senior Center Ins. & Bonds	5,861.00	0.00	0.00	5,861.00	0.00	5,861.00	100.00
175-175-5320-175	Senior Center Facility Maint.	12,000.00	2,889.50	4,830.31	7,169.69	0.00	7,169.69	59.75
175-175-5330-175	Senior Center Equipment Maint.	500.00	0.00	0.00	500.00	0.00	500.00	100.00
175-175-5590-175	Senior Center General Supplies	1,000.00	42.76	516.27	483.73	0.00	483.73	48.37
175-175-5610-175	Senior Center Activity/Event	3,000.00	88.91	942.34	2,057.66	0.00	2,057.66	68.59
175-175-5700-175	Senior Center Comp., Software	525.00	0.00	0.00	525.00	0.00	525.00	100.00
175-175-6300-175	Senior Center Electricity	32,969.00	2,205.22	17,858.59	15,110.41	0.00	15,110.41	45.83
175-175-6350-175	Senior Center Phones	3,248.00	268.01	1,650.36	1,597.64	0.00	1,597.64	49.19
	E20 Sub Totals:	65,653.00	6,413.95	28,599.68	37,053.32	0.00	37,053.32	56.44
	Expense Sub Totals:	76,145.00	7,123.83	33,846.59	42,298.41	0.00	42,298.41	55.55
	Dept 175 Sub Totals:	-100,605.00	-10,123.55	-97,711.52	-2,893.48	0.00		
	Fund Revenue Sub Totals:	176,750.00	17,247.38	131,558.11	45,191.89	0.00	45,191.89	25.57
	Fund Expense Sub Totals:	234,305.00	7,123.83	123,858.12	110,446.88	0.00	110,446.88	47.14
	Fund 175 Sub Totals:	57,555.00	-10,123.55	-7,699.99	65,254.99	0.00		
Fund 180	Parks Sales Tax							
Dept 180-000	Non-Departmental							
R90	TRANSFERS IN							
180-000-3343-000	Transfer from Other Funds	752,741.00	4,395.08	89,098.90	663,642.10	0.00	663,642.10	88.16
180-000-3390-000	Transfer from Parks Sales Tax	67,921.00	5,660.08	39,620.56	28,300.44	0.00	28,300.44	41.67
	R90 Sub Totals:	820,662.00	10,055.16	128,719.46	691,942.54	0.00	691,942.54	84.32

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	820,662.00	10,055.16	128,719.46	691,942.54	0.00	691,942.54	84.32
E90	TRANSFERS OUT							
180-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-000-3241-000	Transfer to GC fm Parks -Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-000-3285-000	Trns to Capital Improvement	1,075,704.00	57,197.04	342,401.57	733,302.43	0.00	733,302.43	68.17
180-000-3290-000	Transfer to Parks Recreation	67,921.00	5,660.08	39,620.56	28,300.44	0.00	28,300.44	41.67
	E90 Sub Totals:	1,143,625.00	62,857.12	382,022.13	761,602.87	0.00	761,602.87	66.60
	Expense Sub Totals:	1,143,625.00	62,857.12	382,022.13	761,602.87	0.00	761,602.87	66.60
	Dept 000 Sub Totals:	322,963.00	52,801.96	253,302.67	69,660.33	0.00		
Dept 180-750								
R01	TAXES							
180-750-4030-750	Sales Tax Parks	611,202.00	57,977.55	444,424.29	166,777.71	0.00	166,777.71	27.29
	R01 Sub Totals:	611,202.00	57,977.55	444,424.29	166,777.71	0.00	166,777.71	27.29
R03	INTER-GOVERNMENTAL							
180-750-4200-750	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
180-750-4530-750	Fish Food Monies	4,000.00	461.28	2,874.64	1,125.36	0.00	1,125.36	28.13
	R04 Sub Totals:	4,000.00	461.28	2,874.64	1,125.36	0.00	1,125.36	28.13
R06	REVENUE FROM USE OF ASSET							
180-750-4500-750	Park Fees	2,800.00	370.00	1,415.00	1,385.00	0.00	1,385.00	49.46
180-750-4500-752	RV Pad Rental	3,000.00	875.00	2,403.00	597.00	0.00	597.00	19.90
180-750-4700-750	Interest Earned-Parks Fund	19,214.00	3,099.36	23,859.81	-4,645.81	0.00	-4,645.81	0.00
180-750-4760-750	Insurance Proceeds	8,232.00	0.00	8,232.00	0.00	0.00	0.00	0.00
180-750-4820-750	Sale and Use of Property	470.00	0.00	470.70	-0.70	0.00	-0.70	0.00
	R06 Sub Totals:	33,716.00	4,344.36	36,380.51	-2,664.51	0.00	-2,664.51	0.00
R07	OTHER INCOME							
180-750-4800-750	Parks Miscellaneous	0.00	0.00	110.60	-110.60	0.00	-110.60	0.00
	R07 Sub Totals:	0.00	0.00	110.60	-110.60	0.00	-110.60	0.00
R87	DONATIONS							
180-750-4990-750	Donations Parks	0.00	-235.00	0.00	0.00	0.00	0.00	0.00
180-750-4990-753	Skate Park Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R87 Sub Totals:	0.00	-235.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	648,918.00	62,548.19	483,790.04	165,127.96	0.00	165,127.96	25.45
E10	PERSONNEL							
180-750-5010-750	Parks Salaries	248,470.00	18,670.87	136,065.34	112,404.66	0.00	112,404.66	45.24
180-750-5020-750	Parks Overtime	6,000.00	218.74	2,449.75	3,550.25	0.00	3,550.25	59.17
180-750-5070-750	Availability Allowance	720.00	60.28	421.98	298.02	0.00	298.02	41.39
180-750-5170-750	Parks Social Security	19,467.00	1,345.68	9,874.52	9,592.48	0.00	9,592.48	49.28
180-750-5180-750	Parks Retirement	31,555.00	2,334.81	15,432.77	16,122.23	0.00	16,122.23	51.09
180-750-5190-750	Parks Health Insurance	55,330.00	4,787.86	33,013.62	22,316.38	0.00	22,316.38	40.33
180-750-5210-750	Parks Workers Compensation	11,146.00	0.00	0.00	11,146.00	0.00	11,146.00	100.00
180-750-5360-750	Parks Member/Training/Travel	1,040.00	0.00	0.00	1,040.00	0.00	1,040.00	100.00
180-750-5380-750	Parks Uniforms	3,500.00	583.59	2,406.74	1,093.26	0.00	1,093.26	31.24
	E10 Sub Totals:	377,228.00	28,001.83	199,664.72	177,563.28	0.00	177,563.28	47.07
E20	OPERATING COSTS							
180-750-5260-750	Parks Professional Services	2,880.00	485.91	2,821.96	58.04	0.00	58.04	2.02
180-750-5300-750	Parks Insurance and Bonds	26,372.00	0.00	0.00	26,372.00	0.00	26,372.00	100.00
180-750-5320-750	Parks Facility Maintenance	30,000.00	9,186.82	17,383.82	12,616.18	0.00	12,616.18	42.05
180-750-5320-753	Skatepark Facility Maintenance	1,000.00	0.00	949.75	50.25	0.00	50.25	5.03
180-750-5330-750	Parks Equipment Maintenance	20,000.00	1,019.95	8,054.32	11,945.68	0.00	11,945.68	59.73
180-750-5331-750	Helicopter Maintenance	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
180-750-5530-750	Parks Fuels/Lubricants	15,000.00	1,413.72	5,973.31	9,026.69	0.00	9,026.69	60.18
180-750-5590-750	Parks General Supplies	10,000.00	932.96	4,544.48	5,455.52	0.00	5,455.52	54.56
180-750-5590-752	RV Park Expenses	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
180-750-5610-750	Christmas Lighting	5,000.00	0.00	4,777.95	222.05	0.00	222.05	4.44
180-750-5630-750	Wading Pool Expenses	2,000.00	269.97	269.97	1,730.03	0.00	1,730.03	86.50
180-750-5700-750	Parks Computer/Software	4,140.00	0.00	0.00	4,140.00	222.12	3,917.88	94.63
180-750-6300-750	Parks Electricity	21,430.00	1,256.19	9,842.52	11,587.48	0.00	11,587.48	54.07
180-750-6310-750	Parks Heating Fuels	2,900.00	180.23	1,275.03	1,624.97	0.00	1,624.97	56.03
180-750-6350-750	Parks Phones	2,894.00	240.37	1,456.32	1,437.68	0.00	1,437.68	49.68
180-750-6390-750	Parks Minor Equipment	5,000.00	224.24	1,129.57	3,870.43	0.00	3,870.43	77.41
180-750-6410-750	Flowers & Plants	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
	E20 Sub Totals:	159,616.00	15,210.36	58,479.00	101,137.00	222.12	100,914.88	63.22
	Expense Sub Totals:	536,844.00	43,212.19	258,143.72	278,700.28	222.12	278,478.16	51.87
	Dept 750 Sub Totals:	-112,074.00	-19,336.00	-225,646.32	113,572.32	222.12		
Dept 180-940								
E20	OPERATING COSTS							
180-940-5260-940	Pool Professional Services	48,101.00	0.00	62.00	48,039.00	0.00	48,039.00	99.87
180-940-5300-940	Parks - Swim Insurance & Bonds	16,260.00	0.00	0.00	16,260.00	0.00	16,260.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
180-940-5320-940	Parks - Swim Facility Maint.	6,000.00	296.00	296.00	5,704.00	0.00	5,704.00	95.07
180-940-5330-940	Swim Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180-940-5590-940	Parks - Swim General Supplies	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
180-940-6300-940	Parks - Pool Electricity	2,474.00	37.06	149.34	2,324.66	0.00	2,324.66	93.96
	E20 Sub Totals:	75,835.00	333.06	507.34	75,327.66	0.00	75,327.66	99.33
	Expense Sub Totals:	75,835.00	333.06	507.34	75,327.66	0.00	75,327.66	99.33
	Dept 940 Sub Totals:	75,835.00	333.06	507.34	75,327.66	0.00		
	Fund Revenue Sub Totals:	1,469,580.00	72,603.35	612,509.50	857,070.50	0.00	857,070.50	58.32
	Fund Expense Sub Totals:	1,756,304.00	106,402.37	640,673.19	1,115,630.81	222.12	1,115,408.69	63.51
	Fund 180 Sub Totals:	286,724.00	33,799.02	28,163.69	258,560.31	222.12		
Fund 195	Auditorium Sales Tax							
Dept 195-000	Non-Departmental							
E90	TRANSFERS OUT							
195-000-3214-000	Transfer to 2014 COP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
195-000-3221-000	Transfer to 2021 Series DS	225,637.00	0.00	205,234.40	20,402.60	0.00	20,402.60	9.04
195-000-3285-000	Trns to Capital Improvement	659,000.00	28,400.00	43,880.00	615,120.00	0.00	615,120.00	93.34
	E90 Sub Totals:	884,637.00	28,400.00	249,114.40	635,522.60	0.00	635,522.60	71.84
	Expense Sub Totals:	884,637.00	28,400.00	249,114.40	635,522.60	0.00	635,522.60	71.84
	Dept 000 Sub Totals:	884,637.00	28,400.00	249,114.40	635,522.60	0.00		
Dept 195-114								
R06	REVENUE FROM USE OF ASSET							
195-114-4500-114	Lampo Rental Fees	13,000.00	2,150.00	12,025.00	975.00	0.00	975.00	7.50
	R06 Sub Totals:	13,000.00	2,150.00	12,025.00	975.00	0.00	975.00	7.50
	Revenue Sub Totals:	13,000.00	2,150.00	12,025.00	975.00	0.00	975.00	7.50
E20	OPERATING COSTS							
195-114-5260-114	Lampo Professional Services	2,200.00	685.00	1,433.38	766.62	0.00	766.62	34.85
195-114-5300-114	Lampo Insurance and Bonds	2,700.00	0.00	0.00	2,700.00	0.00	2,700.00	100.00
195-114-5320-114	Lampo Facility Maintenance	7,500.00	207.56	1,921.16	5,578.84	0.00	5,578.84	74.38
195-114-5330-114	Lampo Equipment Mtce	1,050.00	0.00	25.63	1,024.37	0.00	1,024.37	97.56
195-114-5590-114	Lampo General Supplies	1,050.00	0.00	510.13	539.87	0.00	539.87	51.42
195-114-6300-114	Lampo Electricity	3,675.00	275.98	2,029.48	1,645.52	0.00	1,645.52	44.78
195-114-6310-114	Lampo Heating Fuels	4,593.00	89.16	813.81	3,779.19	0.00	3,779.19	82.28

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
195-114-6350-114	Lampo Phones	0.00	85.00	601.67	-601.67	0.00	-601.67	0.00
	E20 Sub Totals:	22,768.00	1,342.70	7,335.26	15,432.74	0.00	15,432.74	67.78
	Expense Sub Totals:	22,768.00	1,342.70	7,335.26	15,432.74	0.00	15,432.74	67.78
	Dept 114 Sub Totals:	9,768.00	-807.30	-4,689.74	14,457.74	0.00		
Dept 195-195								
R01	TAXES							
195-195-4030-195	Auditorium Sales Tax	509,334.00	48,314.57	370,353.29	138,980.71	0.00	138,980.71	27.29
	R01 Sub Totals:	509,334.00	48,314.57	370,353.29	138,980.71	0.00	138,980.71	27.29
R06	REVENUE FROM USE OF ASSET							
195-195-4500-195	Auditorium Rental Fees	18,500.00	1,100.00	8,520.00	9,980.00	0.00	9,980.00	53.95
195-195-4520-195	Auditorium Sound Fees	3,000.00	562.50	2,548.75	451.25	0.00	451.25	15.04
195-195-4700-195	Interest Earned-Auditorium Fd	33,388.00	4,262.98	30,245.27	3,142.73	0.00	3,142.73	9.41
195-195-4820-195	Auditorium Sale of Property	1,513.00	0.00	1,513.80	-0.80	0.00	-0.80	0.00
	R06 Sub Totals:	56,401.00	5,925.48	42,827.82	13,573.18	0.00	13,573.18	24.07
	Revenue Sub Totals:	565,735.00	54,240.05	413,181.11	152,553.89	0.00	152,553.89	26.97
E10	PERSONNEL							
195-195-5010-195	Auditorium Salaries	48,276.00	3,591.05	27,090.84	21,185.16	0.00	21,185.16	43.88
195-195-5020-195	Auditorium Overtime	6,000.00	295.68	1,485.49	4,514.51	0.00	4,514.51	75.24
195-195-5030-195	Auditorium Part Time	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
195-195-5170-195	Auditorium Social Security	4,306.00	290.59	2,149.15	2,156.85	0.00	2,156.85	50.09
195-195-5180-195	Auditorium Retirement	6,731.00	479.49	3,477.59	3,253.41	0.00	3,253.41	48.33
195-195-5190-195	Auditorium Health Insurance	10,606.00	794.34	5,370.57	5,235.43	0.00	5,235.43	49.36
195-195-5210-195	Auditorium Workers Comp.	2,465.00	0.00	0.00	2,465.00	0.00	2,465.00	100.00
	E10 Sub Totals:	80,384.00	5,451.15	39,573.64	40,810.36	0.00	40,810.36	50.77
E20	OPERATING COSTS							
195-195-5260-195	Auditorium Prof. Services	12,100.00	585.00	2,023.01	10,076.99	0.00	10,076.99	83.28
195-195-5300-195	Auditorium Insurance & Bonds	22,626.00	0.00	0.00	22,626.00	0.00	22,626.00	100.00
195-195-5320-195	Auditorium Facility Maint.	24,520.00	0.00	22,770.95	1,749.05	12,100.00	-10,350.95	0.00
195-195-5330-195	Auditorium Equipment Maint.	5,000.00	0.00	12.73	4,987.27	0.00	4,987.27	99.75
195-195-5590-195	Auditorium General Supplies	2,625.00	5.94	935.59	1,689.41	0.00	1,689.41	64.36
195-195-6300-195	Auditorium Electricity	43,430.00	2,851.41	14,944.55	28,485.45	0.00	28,485.45	65.59
195-195-6310-195	Auditorium Heating Fuels	13,000.00	847.19	8,553.52	4,446.48	0.00	4,446.48	34.20
195-195-6350-195	Auditorium Phones	2,718.00	226.55	1,359.30	1,358.70	0.00	1,358.70	49.99
	E20 Sub Totals:	126,019.00	4,516.09	50,599.65	75,419.35	12,100.00	63,319.35	50.25

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	206,403.00	9,967.24	90,173.29	116,229.71	12,100.00	104,129.71	50.45
	Dept 195 Sub Totals:	-359,332.00	-44,272.81	-323,007.82	-36,324.18	12,100.00		
	Fund Revenue Sub Totals:	578,735.00	56,390.05	425,206.11	153,528.89	0.00	153,528.89	26.53
	Fund Expense Sub Totals:	1,113,808.00	39,709.94	346,622.95	767,185.05	12,100.00	755,085.05	67.79
	Fund 195 Sub Totals:	535,073.00	-16,680.11	-78,583.16	613,656.16	12,100.00		
Fund 212	2012 A&B							
Dept 212-000	Non-Departmental							
R90	TRANSFERS IN							
212-000-3314-000	Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212-000-3320-000	Transfer fm Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 212-212	2012 A&B COPs							
R06	REVENUE FROM USE OF ASSET							
212-212-4700-212	Interest Income-2012 COPs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
212-212-5920-212	2012 A & B Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00
212-212-5930-212	2012 Paying Agent Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55	DEBT SERVICE - PRINCIPLE							
212-212-5910-212	2012 B Principal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 213	2013 Series Spc Obl Bond							
Dept 213-000	Non-Departmental							
R90	TRANSFERS IN							
213-000-3373-000	Transfer from Street Bridge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 213-200								
R90	TRANSFERS IN							
213-200-0331-400	Transfer To Other Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 200 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 213-213								
R06	REVENUE FROM USE OF ASSET							
213-213-4700-213	Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
213-213-5920-213	2013 Series Interest Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
213-213-5940-213	2013 Series Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55	DEBT SERVICE - PRINCIPLE							
213-213-5910-213	2013 SpObl Principal Pymt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 213 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 213 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 214	2014 A&B Series							
Dept 214-000	Non-Departmental							
R90	TRANSFERS IN							
214-000-3314-000	Transfer from Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-000-3320-000	Transfer to	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 214-214								
R06	REVENUE FROM USE OF ASSET							
214-214-4700-214	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
214-214-5920-214	2014 Series Interest Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
214-214-5940-214	2014 Series Admin Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E55	DEBT SERVICE - PRINCIPLE							
214-214-5910-214	2014 Series Principal Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 214 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 214 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 216	2016 Series COPs							
Dept 216-000								
R90	TRANSFERS IN							
216-000-3376-000	Transfer in from Other Funds	1,490,988.00	0.00	1,166,981.43	324,006.57	0.00	324,006.57	21.73
	R90 Sub Totals:	1,490,988.00	0.00	1,166,981.43	324,006.57	0.00	324,006.57	21.73
	Revenue Sub Totals:	1,490,988.00	0.00	1,166,981.43	324,006.57	0.00	324,006.57	21.73
	Dept 000 Sub Totals:	-1,490,988.00	0.00	-1,166,981.43	-324,006.57	0.00		
Dept 216-216								
R06	REVENUE FROM USE OF ASSET							
216-216-4700-216	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
216-216-5920-216	Interest Expense 2016 Series	21,238.00	0.00	6,917.22	14,320.78	0.00	14,320.78	67.43
216-216-5940-216	2016 Series Admin Fees	4,750.00	0.00	730.79	4,019.21	0.00	4,019.21	84.61
	E50 Sub Totals:	25,988.00	0.00	7,648.01	18,339.99	0.00	18,339.99	70.57
E55	DEBT SERVICE - PRINCIPLE							
216-216-5910-216	Principal Paid 2016 COP	1,465,000.00	0.00	1,155,631.89	309,368.11	0.00	309,368.11	21.12
	E55 Sub Totals:	1,465,000.00	0.00	1,155,631.89	309,368.11	0.00	309,368.11	21.12
	Expense Sub Totals:	1,490,988.00	0.00	1,163,279.90	327,708.10	0.00	327,708.10	21.98
	Dept 216 Sub Totals:	1,490,988.00	0.00	1,163,279.90	327,708.10	0.00		
	Fund Revenue Sub Totals:	1,490,988.00	0.00	1,166,981.43	324,006.57	0.00	324,006.57	21.73
	Fund Expense Sub Totals:	1,490,988.00	0.00	1,163,279.90	327,708.10	0.00	327,708.10	21.98
	Fund 216 Sub Totals:	0.00	0.00	-3,701.53	3,701.53	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 221	2021 Special Obligation Bonds							
Dept 221-000	Non-Departmental							
R90	TRANSFERS IN							
221-000-3320-000	Transfer to 2021 Series DS	522,402.00	0.00	512,450.00	9,952.00	0.00	9,952.00	1.91
221-000-3321-000	Transfer in 2021 Series DS	0.00	0.00	636.00	-636.00	0.00	-636.00	0.00
	R90 Sub Totals:	522,402.00	0.00	513,086.00	9,316.00	0.00	9,316.00	1.78
	Revenue Sub Totals:	522,402.00	0.00	513,086.00	9,316.00	0.00	9,316.00	1.78
	Dept 000 Sub Totals:	-522,402.00	0.00	-513,086.00	-9,316.00	0.00		
Dept 221-221	2021 Special Obligation Bonds							
R06	REVENUE FROM USE OF ASSET							
221-221-4700-221	Interest Earned 2021 Series	0.00	1.68	9.02	-9.02	0.00	-9.02	0.00
	R06 Sub Totals:	0.00	1.68	9.02	-9.02	0.00	-9.02	0.00
R10	NON-OPERATING REVENUES							
221-221-4750-221	Bond Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	1.68	9.02	-9.02	0.00	-9.02	0.00
E50	DEBT SERVICE - INTEREST & FI							
221-221-5920-221	2021 Series Interest	14,902.00	0.00	7,450.00	7,452.00	0.00	7,452.00	50.01
221-221-5940-221	2021 Series Admin Fees	2,500.00	0.00	636.00	1,864.00	0.00	1,864.00	74.56
221-221-5950-221	2021 Series Cost of Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	17,402.00	0.00	8,086.00	9,316.00	0.00	9,316.00	53.53
E55	DEBT SERVICE - PRINCIPLE							
221-221-5910-221	2021 Series Principal	505,000.00	0.00	505,000.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	505,000.00	0.00	505,000.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	522,402.00	0.00	513,086.00	9,316.00	0.00	9,316.00	1.78
	Dept 221 Sub Totals:	522,402.00	-1.68	513,076.98	9,325.02	0.00		
	Fund Revenue Sub Totals:	522,402.00	1.68	513,095.02	9,306.98	0.00	9,306.98	1.78
	Fund Expense Sub Totals:	522,402.00	0.00	513,086.00	9,316.00	0.00	9,316.00	1.78
	Fund 221 Sub Totals:	0.00	-1.68	-9.02	9.02	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 290	Employee Insurance							
Dept 290-000	Non-Departmental							
R90	TRANSFERS IN							
290-000-3390-000	Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 290-290								
R06	REVENUE FROM USE OF ASSET							
290-290-4700-290	Interest Earned-Employee Ins.	100.00	0.00	0.00	100.00	0.00	100.00	100.00
	R06 Sub Totals:	100.00	0.00	0.00	100.00	0.00	100.00	100.00
R10	NON-OPERATING REVENUES							
290-290-4951-290	City Portion for Ins Shortage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-290-4960-290	Employee Portion-Insurance	0.00	30,430.26	153,982.63	-153,982.63	0.00	-153,982.63	0.00
	R10 Sub Totals:	0.00	30,430.26	153,982.63	-153,982.63	0.00	-153,982.63	0.00
R90	TRANSFERS IN							
290-290-4950-290	City's Portion - Insur.	995,938.00	111,138.41	555,554.68	440,383.32	0.00	440,383.32	44.22
	R90 Sub Totals:	995,938.00	111,138.41	555,554.68	440,383.32	0.00	440,383.32	44.22
	Revenue Sub Totals:	996,038.00	141,568.67	709,537.31	286,500.69	0.00	286,500.69	28.76
E25	NON-OPERATING EXPENSE							
290-290-6140-290	Health Insurance Fees Employee	826,330.00	66,980.27	446,638.47	379,691.53	0.00	379,691.53	45.95
290-290-6150-290	Health Insurance Fees Dependnt	103,292.00	9,719.74	61,033.95	42,258.05	0.00	42,258.05	40.91
	E25 Sub Totals:	929,622.00	76,700.01	507,672.42	421,949.58	0.00	421,949.58	45.39
	Expense Sub Totals:	929,622.00	76,700.01	507,672.42	421,949.58	0.00	421,949.58	45.39
	Dept 290 Sub Totals:	-66,416.00	-64,868.66	-201,864.89	135,448.89	0.00		
Dept 290-291								
E25	NON-OPERATING EXPENSE							
290-291-6120-290	Dental Insurance -Employee	34,293.00	3,670.94	23,930.85	10,362.15	0.00	10,362.15	30.22
290-291-6130-290	Dental Insurance Dependent	13,000.00	1,154.57	8,944.38	4,055.62	0.00	4,055.62	31.20
290-291-6130-291	Life Insurance Employee	5,832.00	559.79	3,126.55	2,705.45	0.00	2,705.45	46.39
290-291-6130-292	Life Insurance Dependent	0.00	3,292.54	19,702.85	-19,702.85	0.00	-19,702.85	0.00
290-291-6135-290	Vision Insurance	8,049.00	662.26	4,853.76	3,195.24	0.00	3,195.24	39.70

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E25 Sub Totals:	61,174.00	9,340.10	60,558.39	615.61	0.00	615.61	1.01
	Expense Sub Totals:	61,174.00	9,340.10	60,558.39	615.61	0.00	615.61	1.01
	Dept 291 Sub Totals:	61,174.00	9,340.10	60,558.39	615.61	0.00		
	Fund Revenue Sub Totals:	996,038.00	141,568.67	709,537.31	286,500.69	0.00	286,500.69	28.76
	Fund Expense Sub Totals:	990,796.00	86,040.11	568,230.81	422,565.19	0.00	422,565.19	42.65
	Fund 290 Sub Totals:	-5,242.00	-55,528.56	-141,306.50	136,064.50	0.00		
Fund 300	Capital Improvement Sales Tax							
Dept 300-000	Non-Departmental							
R90	TRANSFERS IN							
300-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-000	Transfer From Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-111	Transfer fm City Clerk	3,985.00	0.00	3,985.00	0.00	0.00	0.00	0.00
300-000-3385-112	Transfer fm General Admin	462,997.00	0.00	36,660.07	426,336.93	0.00	426,336.93	92.08
300-000-3385-115	Transfer from Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3385-118	Transfer fm Recycle Center	401,511.00	11,362.00	353,432.28	48,078.72	0.00	48,078.72	11.97
300-000-3385-120	Transfer fm Police Dept	322,405.00	10,180.79	313,180.66	9,224.34	0.00	9,224.34	2.86
300-000-3385-130	Transfer fm Fire Department	454,680.00	0.00	155,143.71	299,536.29	0.00	299,536.29	65.88
300-000-3385-160	Transfer fm Airport	492,750.00	4,745.00	518,447.30	-25,697.30	0.00	-25,697.30	0.00
300-000-3385-170	Transfer fm Drainage	1,314,985.00	25,496.48	211,287.15	1,103,697.85	0.00	1,103,697.85	83.93
300-000-3385-175	Transfer fm Senior Center	101,500.00	0.00	38,702.93	62,797.07	0.00	62,797.07	61.87
300-000-3385-180	Transfer fm Parks & Rec	1,075,704.00	57,197.04	350,336.57	725,367.43	0.00	725,367.43	67.43
300-000-3385-195	Transfer fm Auditorium	659,000.00	28,400.00	43,880.00	615,120.00	0.00	615,120.00	93.34
300-000-3385-204	Transfer fm Cemetery	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
300-000-3385-450	Transfer fm Golf Course	827,000.00	46,876.98	76,834.05	750,165.95	0.00	750,165.95	90.71
300-000-3385-800	Transfer fm Streets Dept	814,685.28	0.00	223,044.50	591,640.78	0.00	591,640.78	72.62
	R90 Sub Totals:	6,956,202.28	184,258.29	2,324,934.22	4,631,268.06	0.00	4,631,268.06	66.58
	Revenue Sub Totals:	6,956,202.28	184,258.29	2,324,934.22	4,631,268.06	0.00	4,631,268.06	66.58
E90	TRANSFERS OUT							
300-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3220-000	Transfer to 2012A&B Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-000-3242-000	Transfer to Golf Cap Imp Debt	432,225.00	46,876.98	479,101.98	-46,876.98	0.00	-46,876.98	0.00
300-000-3243-000	Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	432,225.00	46,876.98	479,101.98	-46,876.98	0.00	-46,876.98	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	432,225.00	46,876.98	479,101.98	-46,876.98	0.00	-46,876.98	0.00
	Dept 000 Sub Totals:	-6,523,977.28	-137,381.31	-1,845,832.24	-4,678,145.04	0.00		
Dept 300-300	Capital Improvement							
R01	TAXES							
300-300-4030-300	Capital Improvement Sales Tax	336,204.00	32,209.82	246,902.38	89,301.62	0.00	89,301.62	26.56
	R01 Sub Totals:	336,204.00	32,209.82	246,902.38	89,301.62	0.00	89,301.62	26.56
R03	INTER-GOVERNMENTAL							
300-300-4285-300	Grant Revenue	4,835,216.00	183,562.53	1,602,860.03	3,232,355.97	0.00	3,232,355.97	66.85
	R03 Sub Totals:	4,835,216.00	183,562.53	1,602,860.03	3,232,355.97	0.00	3,232,355.97	66.85
R06	REVENUE FROM USE OF ASSET							
300-300-4700-300	Interest Earned-Econ Develop	13,969.00	1,599.50	11,159.46	2,809.54	0.00	2,809.54	20.11
	R06 Sub Totals:	13,969.00	1,599.50	11,159.46	2,809.54	0.00	2,809.54	20.11
R07	OTHER INCOME							
300-300-4800-300	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	5,185,389.00	217,371.85	1,860,921.87	3,324,467.13	0.00	3,324,467.13	64.11
E30	CAPITAL OUTLAY							
300-300-5790-111	Capital Impr./Purchase Clerk	3,985.00	0.00	3,985.00	0.00	12,630.00	-12,630.00	0.00
300-300-5790-112	Capital Impr./Purchase GenAdm	462,997.00	0.00	36,660.07	426,336.93	132,337.43	293,999.50	63.50
300-300-5790-115	Capital Impr/Purch Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300-300-5790-130	Capital Impr/Purch Fire Dept	454,680.00	0.00	155,143.71	299,536.29	0.00	299,536.29	65.88
300-300-5790-175	Capital Impr/Purch Senior Cent	101,500.00	0.00	38,702.93	62,797.07	0.00	62,797.07	61.87
300-300-5790-195	Capital Impr/Purch Auditorium	659,000.00	28,400.00	43,880.00	615,120.00	96,270.00	518,850.00	78.73
300-300-5790-204	Capital Impr/Purch IOOF	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	100.00
300-300-5790-300	Capital Improvement/Purchases	4,835,216.00	95,225.49	763,474.45	4,071,741.55	0.00	4,071,741.55	84.21
300-300-5790-430	Capital Impr/Purch Golf Course	827,000.00	46,876.98	76,834.05	750,165.95	103,642.14	646,523.81	78.18
300-300-5790-750	Capital Impr/Purch Parks & Rec	1,075,704.00	57,197.04	350,336.57	725,367.43	112,219.47	613,147.96	57.00
300-300-5790-800	Capital Impr/Purch Street Dept	814,685.28	0.00	223,044.50	591,640.78	0.00	591,640.78	72.62
300-300-5790-990	Capital Impr/Purch Drainage	1,314,985.00	25,496.48	211,287.15	1,103,697.85	3,434,118.44	-2,330,420.59	0.00
	E30 Sub Totals:	10,574,752.28	253,195.99	1,903,348.43	8,671,403.85	3,891,217.48	4,780,186.37	45.20
E90	TRANSFERS OUT							
300-300-5790-118	Capital Impr/Purch Recycle Ctr	401,511.00	11,362.00	353,432.28	48,078.72	0.00	48,078.72	11.97
300-300-5790-120	Capital Impr/Purch Police Dept	322,405.00	10,180.79	313,180.66	9,224.34	14,921,806.00	-14,912,581.66	0.00
300-300-5790-160	Capital Impr/Purch Airport	492,750.00	0.00	518,447.30	-25,697.30	55,804.66	-81,501.96	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E90 Sub Totals:	1,216,666.00	21,542.79	1,185,060.24	31,605.76	14,977,610.66	-14,946,004.90	0.00
	Expense Sub Totals:	11,791,418.28	274,738.78	3,088,408.67	8,703,009.61	18,868,828.14	-10,165,818.53	0.00
	Dept 300 Sub Totals:	6,606,029.28	57,366.93	1,227,486.80	5,378,542.48	18,868,828.14		
	Fund Revenue Sub Totals:	12,141,591.28	401,630.14	4,185,856.09	7,955,735.19	0.00	7,955,735.19	65.52
	Fund Expense Sub Totals:	12,223,643.28	321,615.76	3,567,510.65	8,656,132.63	18,868,828.14	-10,212,695.51	0.00
	Fund 300 Sub Totals:	82,052.00	-80,014.38	-618,345.44	700,397.44	18,868,828.14		
Fund 310	Hotel/Motel Tax							
Dept 310-000	Non-Departmental							
E90	TRANSFERS OUT							
310-000-3210-000	Tran to General Adm 3% Adm Cst	2,946.00	245.50	1,718.50	1,227.50	0.00	1,227.50	41.67
310-000-3211-000	Transfer to Gen. PR Coord	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-000-3255-000	Transfer to -Celebrate	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	100.00
310-000-3256-000	Tran to -Fall Festival	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
310-000-3257-000	Transfer to-Bluegrass	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	27,946.00	245.50	1,718.50	26,227.50	0.00	26,227.50	93.85
	Expense Sub Totals:	27,946.00	245.50	1,718.50	26,227.50	0.00	26,227.50	93.85
	Dept 000 Sub Totals:	27,946.00	245.50	1,718.50	26,227.50	0.00		
Dept 310-310								
R01	TAXES							
310-310-4040-330	Motel Tax Revenue	98,177.00	4,921.17	34,930.30	63,246.70	0.00	63,246.70	64.42
	R01 Sub Totals:	98,177.00	4,921.17	34,930.30	63,246.70	0.00	63,246.70	64.42
R06	REVENUE FROM USE OF ASSET							
310-310-4700-330	Interest Earned-Hotel/Motel	10,000.00	1,105.56	7,403.02	2,596.98	0.00	2,596.98	25.97
	R06 Sub Totals:	10,000.00	1,105.56	7,403.02	2,596.98	0.00	2,596.98	25.97
	Revenue Sub Totals:	108,177.00	6,026.73	42,333.32	65,843.68	0.00	65,843.68	60.87
E20	OPERATING COSTS							
310-310-5240-330	Motel Promotions	68,900.00	0.00	27,843.08	41,056.92	0.00	41,056.92	59.59
310-310-6300-310	Hotel Motel Electricity	1,001.00	79.03	622.22	378.78	0.00	378.78	37.84
310-310-6520-330	Easter Event	320.00	0.00	0.00	320.00	0.00	320.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E20 Sub Totals:	70,221.00	79.03	28,465.30	41,755.70	0.00	41,755.70	59.46
	Expense Sub Totals:	70,221.00	79.03	28,465.30	41,755.70	0.00	41,755.70	59.46
	Dept 310 Sub Totals:	-37,956.00	-5,947.70	-13,868.02	-24,087.98	0.00		
	Fund Revenue Sub Totals:	108,177.00	6,026.73	42,333.32	65,843.68	0.00	65,843.68	60.87
	Fund Expense Sub Totals:	98,167.00	324.53	30,183.80	67,983.20	0.00	67,983.20	69.25
	Fund 310 Sub Totals:	-10,010.00	-5,702.20	-12,149.52	2,139.52	0.00		
Fund 360	Tax Incremental Financing							
Dept 360-000	Non-Departmental							
R01	TAXES							
360-000-3300-000	Sales Tax TIF City	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 360-360								
R01	TAXES							
360-360-4900-360	Real Est. Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-360-4910-360	Sales Tax TIF County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
360-360-4700-360	Interest Earned-TIF Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R10	NON-OPERATING REVENUES							
360-360-4900-000	CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E25	NON-OPERATING EXPENSE							
360-360-5590-360	TIF Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E25 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
E90	TRANSFERS OUT							
360-360-6980-360	TIF Reim. W/WW 2012A&B	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 360 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 360 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 450	Golf Course							
Dept 450-000	Non-Departmental							
R90	TRANSFERS IN							
450-000-3340-000	Transfer fm General	1,436,238.00	4,000.00	770,175.08	666,062.92	0.00	666,062.92	46.38
450-000-3341-000	Transfer fm Parks -Mtce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-000-3342-000	Transfer fm Capital Imp	432,225.00	46,876.98	479,101.98	-46,876.98	0.00	-46,876.98	0.00
	R90 Sub Totals:	1,868,463.00	50,876.98	1,249,277.06	619,185.94	0.00	619,185.94	33.14
	Revenue Sub Totals:	1,868,463.00	50,876.98	1,249,277.06	619,185.94	0.00	619,185.94	33.14
E90	TRANSFERS OUT							
450-000-3276-000	Transfer to 2016 DS	1,490,988.00	0.00	1,166,981.43	324,006.57	0.00	324,006.57	21.73
450-000-3285-000	Trns to Capital Improvement	827,000.00	46,876.98	76,834.05	750,165.95	0.00	750,165.95	90.71
	E90 Sub Totals:	2,317,988.00	46,876.98	1,243,815.48	1,074,172.52	0.00	1,074,172.52	46.34
	Expense Sub Totals:	2,317,988.00	46,876.98	1,243,815.48	1,074,172.52	0.00	1,074,172.52	46.34
	Dept 000 Sub Totals:	449,525.00	-4,000.00	-5,461.58	454,986.58	0.00		
Dept 450-150								
R04	CHARGES FOR SERVICES							
450-150-4350-430	Golf Course Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4352-430	City Tournament Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4370-430	Passes for Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4993-430	Advertising Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R04 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-150-4360-430	Golf Cart Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4390-430	Driving Range Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4500-430	Communtity Room Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4700-430	Interest Earned-Golf Course	0.00	1,458.17	10,334.40	-10,334.40	0.00	-10,334.40	0.00
450-150-4760-430	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4820-430	Sale of Property	810.00	0.00	810.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	810.00	1,458.17	11,144.40	-10,334.40	0.00	-10,334.40	0.00
R07	OTHER INCOME							
450-150-4800-430	Golf Course Miscellaneous	700,000.00	67,009.02	370,035.41	329,964.59	0.00	329,964.59	47.14
	R07 Sub Totals:	700,000.00	67,009.02	370,035.41	329,964.59	0.00	329,964.59	47.14
R08	SALES REVENUE							
450-150-4380-430	Pro Shop Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-4420-430	Golf Concessions Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R08 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	700,810.00	68,467.19	381,179.81	319,630.19	0.00	319,630.19	45.61
E10	PERSONNEL							
450-150-5010-430	Golf Course Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5020-430	Golf Course Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5030-430	Golf Course Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5070-430	Availability Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5170-430	Golf Course Social Security	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5180-430	Golf Course Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5190-430	Golf Course Health Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5210-430	Golf Course Workers Comp.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5360-430	Golf Course Member/Train/Trvl	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5380-430	Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
450-150-5260-430	Golf Course Prof. Services	553,354.00	111,157.59	373,041.01	180,312.99	0.00	180,312.99	32.59
450-150-5265-430	Golf Mngmt Contracted Services	45,996.00	29,385.94	52,383.94	-6,387.94	0.00	-6,387.94	0.00
450-150-5270-430	Golf Course Credit Card Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5300-430	Golf Insurance & Bonds	16,166.00	0.00	0.00	16,166.00	0.00	16,166.00	100.00
450-150-5310-430	Golf Course Concession Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5314-430	Golf Course Accessories	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5320-430	Golf Facility Maintenance	0.00	0.00	293.32	-293.32	0.00	-293.32	0.00
450-150-5325-430	Grounds Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5330-430	Golf Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5335-430	Golf Cart Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5350-430	Driving Range Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
450-150-5530-430	Golf Course Fuels/Lubricants	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5540-430	Golf Course Chemicals	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5590-430	Golf Course General Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5610-430	City Tournament Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450-150-5700-430	Golf Course Computer/Software	690.00	0.00	0.00	690.00	0.00	690.00	100.00
450-150-6300-430	Golf Course Electricity	26,536.00	2,619.32	15,269.59	11,266.41	0.00	11,266.41	42.46
450-150-6350-430	Golf Course Phones	0.00	254.19	1,553.35	-1,553.35	0.00	-1,553.35	0.00
	E20 Sub Totals:	642,742.00	143,417.04	442,541.21	200,200.79	0.00	200,200.79	31.15
E30	CAPITAL OUTLAY							
450-150-6380-430	Lease Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	642,742.00	143,417.04	442,541.21	200,200.79	0.00	200,200.79	31.15
	Dept 150 Sub Totals:	-58,068.00	74,949.85	61,361.40	-119,429.40	0.00		
	Fund Revenue Sub Totals:	2,569,273.00	119,344.17	1,630,456.87	938,816.13	0.00	938,816.13	36.54
	Fund Expense Sub Totals:	2,960,730.00	190,294.02	1,686,356.69	1,274,373.31	0.00	1,274,373.31	43.04
	Fund 450 Sub Totals:	391,457.00	70,949.85	55,899.82	335,557.18	0.00		
Fund 500	Water/Wastewater							
Dept 500-000	Non-Departmental							
R10	NON-OPERATING REVENUES							
500-000-2590-000	Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R90	TRANSFERS IN							
500-000-3303-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-000-3306-000	Transfer fm ARPA	222,635.00	0.00	0.00	222,635.00	0.00	222,635.00	100.00
500-000-3353-000	Transfer fm Water -Rplcmt Rsrv	1,179,198.00	98,266.50	687,865.50	491,332.50	0.00	491,332.50	41.67
500-000-3361-000	Transfer fm WW -Rplcmt Rsrv	1,538,031.00	128,169.25	897,184.75	640,846.25	0.00	640,846.25	41.67
500-000-3362-000	Transfer from Other Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-000-3363-000	Slip Lining Reserve	150,000.00	12,500.00	87,500.00	62,500.00	0.00	62,500.00	41.67
500-000-3364-000	Trns to Main Replacement	250,000.00	20,833.00	145,831.00	104,169.00	0.00	104,169.00	41.67
	R90 Sub Totals:	3,339,864.00	259,768.75	1,818,381.25	1,521,482.75	0.00	1,521,482.75	45.56
	Revenue Sub Totals:	3,339,864.00	259,768.75	1,818,381.25	1,521,482.75	0.00	1,521,482.75	45.56
E90	TRANSFERS OUT							
500-000-3253-000	Transfer to Water Rplcmt Resrv	1,179,198.00	98,266.50	687,865.50	491,332.50	0.00	491,332.50	41.67

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-000-3261-000	Transfer to WW Rplcmt Reserve	1,538,031.00	128,169.25	897,184.75	640,846.25	0.00	640,846.25	41.67
500-000-3263-000	Slip Lining Reserve	150,000.00	12,500.00	87,500.00	62,500.00	0.00	62,500.00	41.67
500-000-3264-000	Trns to Main Replacement	250,000.00	20,833.00	145,831.00	104,169.00	0.00	104,169.00	41.67
500-000-3292-000	Transfer to other funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	3,117,229.00	259,768.75	1,818,381.25	1,298,847.75	0.00	1,298,847.75	41.67
	Expense Sub Totals:	3,117,229.00	259,768.75	1,818,381.25	1,298,847.75	0.00	1,298,847.75	41.67
	Dept 000 Sub Totals:	-222,635.00	0.00	0.00	-222,635.00	0.00		
Dept 500-212	2012 A&B COPs							
E50	DEBT SERVICE - INTEREST & FI							
500-212-5920-212	Interest Expense 2012A	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-212-5930-212	Admin. Fee 2012 A	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 212 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 500-500								
E02	DEPRECIATION EXPENSE							
500-500-5990-500	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 500 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 500-510								
R03	INTER-GOVERNMENTAL							
500-510-4201-510	CARES Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-510-3510-510	Penalties/Utility Bills	107,000.00	13,861.59	98,636.59	8,363.41	0.00	8,363.41	7.82
500-510-3530-510	Residential Trash Billing	635,520.00	61,853.09	434,719.84	200,800.16	0.00	200,800.16	31.60
500-510-3540-510	Service Application Fee	7,600.00	555.00	4,350.00	3,250.00	0.00	3,250.00	42.76
500-510-3580-510	Trash Tag Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-3600-510	Billing Customers-Water	4,691,963.00	351,510.11	2,292,142.56	2,399,820.44	0.00	2,399,820.44	51.15
500-510-4792-510	Online Surcharge Fees	7,000.00	576.01	3,627.39	3,372.61	0.00	3,372.61	48.18
	R04 Sub Totals:	5,449,083.00	428,355.80	2,833,476.38	2,615,606.62	0.00	2,615,606.62	48.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
R06	REVENUE FROM USE OF ASSET							
500-510-3560-510	Lease Pmt. Tower Space	55,000.00	4,250.00	32,151.44	22,848.56	0.00	22,848.56	41.54
500-510-4700-510	Interest Earned-Water/WW	184,475.00	31,069.25	209,891.96	-25,416.96	0.00	-25,416.96	0.00
500-510-4760-510	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	239,475.00	35,319.25	242,043.40	-2,568.40	0.00	-2,568.40	0.00
R07	OTHER INCOME							
500-510-4800-510	Water Admin Miscellaneous	0.00	365.55	2,952.98	-2,952.98	0.00	-2,952.98	0.00
	R07 Sub Totals:	0.00	365.55	2,952.98	-2,952.98	0.00	-2,952.98	0.00
	Revenue Sub Totals:	5,688,558.00	464,040.60	3,078,472.76	2,610,085.24	0.00	2,610,085.24	45.88
E10	PERSONNEL							
500-510-5010-510	Water Admin Salaries	328,329.00	22,393.63	168,071.06	160,257.94	0.00	160,257.94	48.81
500-510-5020-510	Water Admin Overtime	3,000.00	136.83	1,768.92	1,231.08	0.00	1,231.08	41.04
500-510-5170-510	Water Admin Social Security	24,888.00	1,651.86	12,491.28	12,396.72	0.00	12,396.72	49.81
500-510-5180-510	Water Admin Retirement	40,341.00	2,780.74	20,898.06	19,442.94	0.00	19,442.94	48.20
500-510-5185-510	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-510-5190-510	Water Admin Health Insurance	59,941.00	4,211.46	29,438.96	30,502.04	0.00	30,502.04	50.89
500-510-5210-510	Water Admin Workers Comp.	14,250.00	0.00	0.00	14,250.00	0.00	14,250.00	100.00
500-510-5360-510	Water Admin Member/Train/Trvl	9,185.00	103.00	2,578.00	6,607.00	0.00	6,607.00	71.93
	E10 Sub Totals:	479,934.00	31,277.52	235,246.28	244,687.72	0.00	244,687.72	50.98
E20	OPERATING COSTS							
500-510-5260-510	Water Admin Prof. Services	105,966.00	5,661.69	65,175.41	40,790.59	0.00	40,790.59	38.49
500-510-5270-510	Water Admin Credit Card Fees	2,400.00	390.80	2,146.84	253.16	0.00	253.16	10.55
500-510-5273-510	Collection Agency Charges	2,000.00	0.00	161.37	1,838.63	0.00	1,838.63	91.93
500-510-5300-510	Water Admin Insurance & Bonds	600.00	0.00	0.00	600.00	0.00	600.00	100.00
500-510-5330-510	Water Admin Equipment Maint.	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
500-510-5515-510	Utility Bad Debt Expense	0.00	404,347.24	404,534.66	-404,534.66	0.00	-404,534.66	0.00
500-510-5590-510	Water Admin General Supplies	70,300.00	9,197.19	37,051.26	33,248.74	0.00	33,248.74	47.30
500-510-5700-510	Water Admin Comp., Software	4,505.00	0.00	1,700.53	2,804.47	888.56	1,915.91	42.53
500-510-6260-510	Trash Service Paid	603,744.00	57,858.06	350,495.68	253,248.32	0.00	253,248.32	41.95
500-510-6350-510	Water Admin Phones	5,435.00	452.61	2,715.66	2,719.34	0.00	2,719.34	50.03
	E20 Sub Totals:	795,950.00	477,907.59	863,981.41	-68,031.41	888.56	-68,919.97	0.00
E30	CAPITAL OUTLAY							
500-510-5790-510	Water Admin Capital Purchase	101,712.50	0.00	40,645.07	61,067.43	61,067.43	0.00	0.00
	E30 Sub Totals:	101,712.50	0.00	40,645.07	61,067.43	61,067.43	0.00	0.00
	Expense Sub Totals:	1,377,596.50	509,185.11	1,139,872.76	237,723.74	61,955.99	175,767.75	12.76

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 510 Sub Totals:	-4,310,961.50	45,144.51	-1,938,600.00	-2,372,361.50	61,955.99		
Dept 500-530								
R03	INTER-GOVERNMENTAL							
500-530-4200-530	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-530-3500-531	Meter Fee	135,000.00	11,744.43	82,269.69	52,730.31	0.00	52,730.31	39.06
500-530-3610-531	Water Taps	58,000.00	5,053.95	31,215.89	26,784.11	0.00	26,784.11	46.18
	R04 Sub Totals:	193,000.00	16,798.38	113,485.58	79,514.42	0.00	79,514.42	41.20
R06	REVENUE FROM USE OF ASSET							
500-530-4760-530	Insurance Proceeds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-4820-530	Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
500-530-4800-530	D&M Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-4800-531	Meter Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	193,000.00	16,798.38	113,485.58	79,514.42	0.00	79,514.42	41.20
E02	DEPRECIATION EXPENSE							
500-530-5990-530	Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E10	PERSONNEL							
500-530-5010-530	Water Distribution Salaries	404,966.00	29,011.89	217,202.08	187,763.92	0.00	187,763.92	46.37
500-530-5010-531	Meter Read/Mtnce. Salaries	134,884.00	9,438.39	54,819.68	80,064.32	0.00	80,064.32	59.36
500-530-5020-530	Water Distribution Overtime	27,000.00	1,077.91	22,232.63	4,767.37	0.00	4,767.37	17.66
500-530-5020-531	Meter Reading Overtime	8,000.00	277.80	3,031.55	4,968.45	0.00	4,968.45	62.11
500-530-5030-531	Meter Program Part Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5070-530	Availability Allowance	1,440.00	120.46	828.23	611.77	0.00	611.77	42.48
500-530-5070-531	Availability Allowance	1,080.00	60.31	422.16	657.84	0.00	657.84	60.91
500-530-5170-530	Water Distribution Soc'l Sec.	32,587.00	2,255.99	17,919.94	14,667.06	0.00	14,667.06	45.01
500-530-5170-531	Meter Program Social Security	10,625.00	733.65	4,376.20	6,248.80	0.00	6,248.80	58.81
500-530-5180-530	Water Distribution Retirement	52,820.00	3,370.66	26,078.80	26,741.20	0.00	26,741.20	50.63
500-530-5180-531	Meter Program Retirement	17,222.00	867.46	5,014.64	12,207.36	0.00	12,207.36	70.88
500-530-5185-530	Pension Expense	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	100.00
500-530-5190-530	Water Distribution Health Ins.	82,995.00	4,921.73	38,407.90	44,587.10	0.00	44,587.10	53.72
500-530-5190-531	Meter Prog Health Insurance	27,665.00	2,015.17	10,756.57	16,908.43	0.00	16,908.43	61.12

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-530-5210-530	Water Distribution Work Comp	18,658.00	0.00	0.00	18,658.00	0.00	18,658.00	100.00
500-530-5210-531	Meter Program Workers Comp.	6,084.00	0.00	0.00	6,084.00	0.00	6,084.00	100.00
500-530-5360-530	Water Distrib. Mem/Train/Trvl	7,000.00	140.00	-189.87	7,189.87	0.00	7,189.87	102.71
500-530-5380-530	Water Distribution Uniforms	5,895.00	0.00	4,170.90	1,724.10	0.00	1,724.10	29.25
500-530-5380-531	Meter Program Uniforms	1,875.00	0.00	790.45	1,084.55	0.00	1,084.55	57.84
	E10 Sub Totals:	880,796.00	54,291.42	405,861.86	474,934.14	0.00	474,934.14	53.92
E20	OPERATING COSTS							
500-530-5260-530	Water Distribution Prof. Svcs	35,821.00	1,121.82	10,699.83	25,121.17	500.00	24,621.17	68.73
500-530-5300-530	Water Distribution Ins & Bonds	15,655.00	0.00	0.00	15,655.00	0.00	15,655.00	100.00
500-530-5300-531	Meter Program Insurance & Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5320-530	Water Distrib. Facility Maint	110,000.00	0.00	55,331.33	54,668.67	29,393.00	25,275.67	22.98
500-530-5330-530	Water Distribution Equip Maint	43,260.00	3,931.85	32,558.58	10,701.42	0.00	10,701.42	24.74
500-530-5330-531	Meter Program Equipment Maint.	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
500-530-5530-530	Water Distribution Fuels	36,750.00	1,617.21	11,571.63	25,178.37	0.00	25,178.37	68.51
500-530-5530-531	Meter Program Fuels/Lubricants	7,350.00	472.12	2,797.95	4,552.05	0.00	4,552.05	61.93
500-530-5590-530	Water Distrib. Gen Supplies	4,200.00	42.92	1,374.43	2,825.57	0.00	2,825.57	67.28
500-530-5590-531	Meter Program General Supplies	1,627.00	412.71	1,308.68	318.32	0.00	318.32	19.56
500-530-5620-530	Water Distribution Line Repair	110,000.00	13,703.92	58,688.21	51,311.79	6,007.87	45,303.92	41.19
500-530-5650-531	Meter Program Meter Sets	55,000.00	13,662.10	35,468.62	19,531.38	6,041.56	13,489.82	24.53
500-530-5700-530	Water Distrib. Comp., Software	2,922.00	0.00	0.00	2,922.00	111.06	2,810.94	96.20
500-530-5700-531	Meter Reading Comp/Software	309.00	0.00	0.00	309.00	111.06	197.94	64.06
500-530-6300-530	Water Distribution Electricity	7,346.00	294.61	2,060.61	5,285.39	0.00	5,285.39	71.95
500-530-6310-530	Water Distrib. Heating Fuels	2,100.00	181.10	1,743.10	356.90	0.00	356.90	17.00
500-530-6350-530	Water Dist Telephones	5,900.00	488.07	3,191.10	2,708.90	0.00	2,708.90	45.91
500-530-6390-530	Water Distribution Minor Equip	6,300.00	0.00	135.61	6,164.39	0.00	6,164.39	97.85
	E20 Sub Totals:	459,540.00	35,928.43	216,929.68	242,610.32	42,164.55	200,445.77	43.62
E30	CAPITAL OUTLAY							
500-530-5660-531	Meter Replacement Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5780-530	D&M Vehicle	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-5790-530	Water Dist Capital Purchases	1,273,824.00	2,410.00	2,410.00	1,271,414.00	0.00	1,271,414.00	99.81
500-530-5790-531	Meter Program Capital Equip	105,000.00	0.00	0.00	105,000.00	0.00	105,000.00	100.00
500-530-6380-530	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-530-8200-530	PW Facility-Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	1,378,824.00	2,410.00	2,410.00	1,376,414.00	0.00	1,376,414.00	99.83
E50	DEBT SERVICE - INTEREST & FI							
500-530-5920-596	2011 DNR SRF Interest Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E50 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	2,719,160.00	92,629.85	625,201.54	2,093,958.46	42,164.55	2,051,793.91	75.46

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 530 Sub Totals:	2,526,160.00	75,831.47	511,715.96	2,014,444.04	42,164.55		
Dept 500-610								
R03	INTER-GOVERNMENTAL							
500-610-4200-520	Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4205-610	MIRMA Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R04	CHARGES FOR SERVICES							
500-610-3520-610	Pretreatment/Surcharge WW	82,000.00	9,097.58	53,273.12	28,726.88	0.00	28,726.88	35.03
500-610-3590-610	Billings to Customers WW	5,005,073.00	351,066.14	2,217,671.84	2,787,401.16	0.00	2,787,401.16	55.69
500-610-3610-610	Sewer Saddle Charges	3,000.00	0.00	650.00	2,350.00	0.00	2,350.00	78.33
	R04 Sub Totals:	5,090,073.00	360,163.72	2,271,594.96	2,818,478.04	0.00	2,818,478.04	55.37
R06	REVENUE FROM USE OF ASSET							
500-610-4760-520	Filtration Insurance Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4760-610	Insurance Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4820-610	Wastewater Sale of Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R06 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R07	OTHER INCOME							
500-610-4800-520	Filtration Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-4800-610	Wastewater Misc. Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	5,090,073.00	360,163.72	2,271,594.96	2,818,478.04	0.00	2,818,478.04	55.37
E02	DEPRECIATION EXPENSE							
500-610-5990-610	Depreciation	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
	E02 Sub Totals:	600,000.00	0.00	0.00	600,000.00	0.00	600,000.00	100.00
E10	PERSONNEL							
500-610-5185-520	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-5185-610	Pension Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
500-610-5250-610	Wastewater Rent Expense	9,700.00	808.34	5,658.38	4,041.62	0.00	4,041.62	41.67
500-610-5260-520	Water Plant Prof. Services	20,725.00	0.00	891.17	19,833.83	0.00	19,833.83	95.70
500-610-5260-610	Wastewater Prof. Services	33,125.00	5,193.54	20,869.30	12,255.70	0.00	12,255.70	37.00
500-610-5300-520	Water Plant Insurance & Bonds	82,549.00	0.00	0.00	82,549.00	0.00	82,549.00	100.00
500-610-5300-610	Wastewater Insurance & Bonds	60,435.00	0.00	0.00	60,435.00	0.00	60,435.00	100.00
500-610-5320-520	Water Plant Facility Maint.	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
500-610-5320-610	Wastewater Facility Maint.	15,000.00	0.00	1,125.00	13,875.00	9,750.00	4,125.00	27.50
500-610-5330-520	Water Plant Equipment Maint.	10,000.00	0.00	25,518.82	-15,518.82	0.00	-15,518.82	0.00
500-610-5330-610	Wastewater Equipment Maint.	205,585.00	10,260.95	108,873.51	96,711.49	135,516.91	-38,805.42	0.00
500-610-5530-520	Water Plant Fuels/Lubricants	1,300.00	76.68	372.10	927.90	0.00	927.90	71.38
500-610-5530-610	Wastewater Fuels/Lubricants	23,352.00	5,280.38	15,458.98	7,893.02	0.00	7,893.02	33.80
500-610-5590-520	Water Plant General Supplies	200.00	0.00	0.00	200.00	0.00	200.00	100.00
500-610-5590-610	Wastewater General Supplies	525.00	0.00	37.74	487.26	0.00	487.26	92.81
500-610-5620-610	Wastewater Line Repair	3,000.00	0.00	2,142.74	857.26	0.00	857.26	28.58
500-610-5700-520	Filtration Comp., Software	210.00	0.00	0.00	210.00	0.00	210.00	100.00
500-610-5700-610	Wastewater Comp., Software	506.00	0.00	0.00	506.00	333.21	172.79	34.15
500-610-5800-520	Alliance Contract	276,314.00	18,430.71	134,513.97	141,800.03	0.00	141,800.03	51.32
500-610-5800-610	Alliance Contract	1,002,401.00	83,962.13	612,785.91	389,615.09	0.00	389,615.09	38.87
500-610-6300-520	Filtration Electricity	453,673.00	26,674.12	183,154.55	270,518.45	0.00	270,518.45	59.63
500-610-6300-610	Wastewater Electricity	308,630.00	10,958.90	90,106.69	218,523.31	0.00	218,523.31	70.80
500-610-6310-520	Filtration Heating Fuels	9,900.00	974.70	5,987.17	3,912.83	0.00	3,912.83	39.52
500-610-6310-610	Wastewater Heating Fuels	7,350.00	0.00	3,340.80	4,009.20	0.00	4,009.20	54.55
500-610-6350-520	Filtration Phones	8,750.00	560.54	3,697.58	5,052.42	0.00	5,052.42	57.74
500-610-6350-610	Wastewater Phones	5,788.00	480.28	2,909.89	2,878.11	0.00	2,878.11	49.73
500-610-6390-610	Wastewater Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	2,554,018.00	163,661.27	1,217,444.30	1,336,573.70	145,600.12	1,190,973.58	46.63
E30	CAPITAL OUTLAY							
500-610-5780-520	Filtration Cap. Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-610-5780-610	WW Vehicle	80,000.00	0.00	0.00	80,000.00	0.00	80,000.00	100.00
500-610-5790-520	Filtration Capital- Other	192,000.00	0.00	42,352.30	149,647.70	0.00	149,647.70	77.94
500-610-5790-610	WW Capital Equipment	896,300.00	160,757.01	160,757.01	735,542.99	978,584.24	-243,041.25	0.00
500-610-5810-619	WW Line Capital Improvemt	1,268,896.00	0.00	0.00	1,268,896.00	132,977.65	1,135,918.35	89.52
	E30 Sub Totals:	2,437,196.00	160,757.01	203,109.31	2,234,086.69	1,111,561.89	1,122,524.80	46.06
	Expense Sub Totals:	5,591,214.00	324,418.28	1,420,553.61	4,170,660.39	1,257,162.01	2,913,498.38	52.11
	Dept 610 Sub Totals:	501,141.00	-35,745.44	-851,041.35	1,352,182.35	1,257,162.01		
Dept 500-640								
R90	TRANSFERS IN							
500-640-3990-641	Transfer for TIF 2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E02	DEPRECIATION EXPENSE							
500-640-5980-640	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E02 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E50	DEBT SERVICE - INTEREST & FI							
500-640-5920-646	Interest on 2009B	27,720.00	0.00	10,447.25	17,272.75	0.00	17,272.75	62.31
500-640-5920-648	2011 Water Imprm Interest Exp.	66,977.00	0.00	27,633.16	39,343.84	0.00	39,343.84	58.74
500-640-5930-645	Other Debt Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500-640-5930-646	Paying Agent Fee - 2009B	9,179.00	0.00	4,566.88	4,612.12	0.00	4,612.12	50.25
500-640-5930-648	2011 Water Impr. Adm Fees	22,178.00	0.00	10,712.02	11,465.98	0.00	11,465.98	51.70
	E50 Sub Totals:	126,054.00	0.00	53,359.31	72,694.69	0.00	72,694.69	57.67
	Expense Sub Totals:	126,054.00	0.00	53,359.31	72,694.69	0.00	72,694.69	57.67
	Dept 640 Sub Totals:	126,054.00	0.00	53,359.31	72,694.69	0.00		
	Fund Revenue Sub Totals:	14,311,495.00	1,100,771.45	7,281,934.55	7,029,560.45	0.00	7,029,560.45	49.12
	Fund Expense Sub Totals:	12,931,253.50	1,186,001.99	5,057,368.47	7,873,885.03	1,361,282.55	6,512,602.48	50.36
	Fund 500 Sub Totals:	-1,380,241.50	85,230.54	-2,224,566.08	844,324.58	1,361,282.55		
Fund 653	FEMA DR 4250 Flooding							
Dept 653-653	FEMA DR 4250 Flooding							
R03	INTER-GOVERNMENTAL							
653-653-4660-653	FEMA Flooding Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E20	OPERATING COSTS							
653-653-5590-653	FEMA Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 653 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 653 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 654	FEMA DR Flooding							
Dept 654-654	FEMA DR Flooding							
R03	INTER-GOVERNMENTAL							
654-654-4660-654	FEMA DR Flooding Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 654 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 654 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 680	CDBG Public Service Pass Through							
Dept 680-000	Non-Departmental							
R03	INTER-GOVERNMENTAL							
680-000-2099-000	CDBG transfer fm	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 680-610								
R03	INTER-GOVERNMENTAL							
680-610-4450-000	CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 610 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 680 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Fund 700	Abbott Brothers Trust							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 700-000	Non-Departmental							
E90	TRANSFERS OUT							
700-000-3243-000	Transfer to Parks Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
Dept 700-700								
R06	REVENUE FROM USE OF ASSET							
700-700-4570-700	Farm Proceeds	5,473.00	0.00	5,472.61	0.39	0.00	0.39	0.01
700-700-4700-700	Int. Earned-Abbott Brothers Fd	1,449.00	189.11	1,209.80	239.20	0.00	239.20	16.51
	R06 Sub Totals:	6,922.00	189.11	6,682.41	239.59	0.00	239.59	3.46
R07	OTHER INCOME							
700-700-4760-700	Farm Insurance Claims	615.00	0.00	615.00	0.00	0.00	0.00	0.00
	R07 Sub Totals:	615.00	0.00	615.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	7,537.00	189.11	7,297.41	239.59	0.00	239.59	3.18
E20	OPERATING COSTS							
700-700-5300-700	Insurance and Bonds	653.00	0.00	0.00	653.00	0.00	653.00	100.00
700-700-5440-700	Real Estate Taxes	158.00	0.00	154.00	4.00	0.00	4.00	2.53
	E20 Sub Totals:	811.00	0.00	154.00	657.00	0.00	657.00	81.01
	Expense Sub Totals:	811.00	0.00	154.00	657.00	0.00	657.00	81.01
	Dept 700 Sub Totals:	-6,726.00	-189.11	-7,143.41	417.41	0.00		
	Fund Revenue Sub Totals:	7,537.00	189.11	7,297.41	239.59	0.00	239.59	3.18
	Fund Expense Sub Totals:	811.00	0.00	154.00	657.00	0.00	657.00	81.01
	Fund 700 Sub Totals:	-6,726.00	-189.11	-7,143.41	417.41	0.00		
Fund 710	Morse Park Trust							
Dept 710-710								
R06	REVENUE FROM USE OF ASSET							
710-710-4700-710	Interest Earned-Morse Park Fd	113.00	12.49	81.01	31.99	0.00	31.99	28.31
	R06 Sub Totals:	113.00	12.49	81.01	31.99	0.00	31.99	28.31

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Sub Totals:	113.00	12.49	81.01	31.99	0.00	31.99	28.31
	Dept 710 Sub Totals:	-113.00	-12.49	-81.01	-31.99	0.00		
	Fund Revenue Sub Totals:	113.00	12.49	81.01	31.99	0.00	31.99	28.31
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund 710 Sub Totals:	-113.00	-12.49	-81.01	-31.99	0.00		
Fund 800	Street Department Sales Tax							
Dept 800-000	Non-Departmental							
R90	TRANSFERS IN							
800-000-3306-000	Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R90 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	TRANSFERS OUT							
800-000-3200-000	Sales Tax to TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-000-3216-000	Transfer to Airport -Land	5,660.00	471.67	3,301.69	2,358.31	0.00	2,358.31	41.67
800-000-3220-000	Transfer to 2012A&B Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-000-3285-000	Trns to Capital Improvement	814,685.28	0.00	223,044.50	591,640.78	0.00	591,640.78	72.62
	E90 Sub Totals:	820,345.28	471.67	226,346.19	593,999.09	0.00	593,999.09	72.41
	Expense Sub Totals:	820,345.28	471.67	226,346.19	593,999.09	0.00	593,999.09	72.41
	Dept 000 Sub Totals:	820,345.28	471.67	226,346.19	593,999.09	0.00		
Dept 800-800	Street Dept							
R01	TAXES							
800-800-4030-800	Transportation Sales Tax	1,018,758.00	96,629.28	740,707.80	278,050.20	0.00	278,050.20	27.29
800-800-4090-800	Vehicle Sales Tax	100,682.00	11,093.00	81,659.84	19,022.16	0.00	19,022.16	18.89
800-800-4130-800	Sanitation Enforcement	15,800.00	0.00	8,300.89	7,499.11	0.00	7,499.11	47.46
800-800-4280-800	Gasoline Tax	376,894.00	42,045.46	324,066.64	52,827.36	0.00	52,827.36	14.02
	R01 Sub Totals:	1,512,134.00	149,767.74	1,154,735.17	357,398.83	0.00	357,398.83	23.64
R02	LICENSES AND PERMITS							
800-800-4180-800	Vehicle License Fees	56,486.00	4,692.07	32,434.77	24,051.23	0.00	24,051.23	42.58
	R02 Sub Totals:	56,486.00	4,692.07	32,434.77	24,051.23	0.00	24,051.23	42.58
R03	INTER-GOVERNMENTAL							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
800-800-4850-800	TDD Road Mtce Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	REVENUE FROM USE OF ASSET							
800-800-4700-800	Interest Earned-Street Fund	70,321.00	9,039.58	57,929.74	12,391.26	0.00	12,391.26	17.62
800-800-4820-800	Street Sale of Property	6,142.00	0.00	6,142.50	-0.50	0.00	-0.50	0.00
	R06 Sub Totals:	76,463.00	9,039.58	64,072.24	12,390.76	0.00	12,390.76	16.20
R07	OTHER INCOME							
800-800-4800-800	Street Department Misc.	0.00	0.00	3,688.05	-3,688.05	0.00	-3,688.05	0.00
	R07 Sub Totals:	0.00	0.00	3,688.05	-3,688.05	0.00	-3,688.05	0.00
	Revenue Sub Totals:	1,645,083.00	163,499.39	1,254,930.23	390,152.77	0.00	390,152.77	23.72
E10	PERSONNEL							
800-800-5010-800	Street Salaries	429,504.00	28,463.24	202,495.45	227,008.55	0.00	227,008.55	52.85
800-800-5020-800	Street Overtime	18,000.00	687.25	13,823.44	4,176.56	0.00	4,176.56	23.20
800-800-5030-800	Street Part Time	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	100.00
800-800-5070-800	Availability Allowance	1,440.00	120.57	715.95	724.05	0.00	724.05	50.28
800-800-5170-800	Street Social Security	34,847.00	2,166.51	15,942.83	18,904.17	0.00	18,904.17	54.25
800-800-5180-800	Street Retirement	54,995.00	3,128.91	26,156.85	28,838.15	0.00	28,838.15	52.44
800-800-5190-800	Street Health Insurance	82,995.00	5,672.88	38,512.42	44,482.58	0.00	44,482.58	53.60
800-800-5210-800	Street Workers Compensation	19,952.00	0.00	0.00	19,952.00	0.00	19,952.00	100.00
800-800-5360-800	Street Member/Training/Travel	2,300.00	0.00	1,251.56	1,048.44	0.00	1,048.44	45.58
800-800-5380-800	Street Uniforms	5,240.00	808.75	4,227.94	1,012.06	0.00	1,012.06	19.31
	E10 Sub Totals:	661,273.00	41,048.11	303,126.44	358,146.56	0.00	358,146.56	54.16
E20	OPERATING COSTS							
800-800-5260-360	Street TIF Professional Srvc	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800-800-5260-800	Street Professional Services	32,117.00	1,071.54	23,650.49	8,466.51	0.00	8,466.51	26.36
800-800-5300-800	Street Insurance & Bonds	7,535.00	0.00	0.00	7,535.00	0.00	7,535.00	100.00
800-800-5320-800	Street Facility Maintenance	10,000.00	0.00	1,343.09	8,656.91	0.00	8,656.91	86.57
800-800-5330-800	Street Equipment Maintenance	68,314.72	4,564.10	44,430.11	23,884.61	16,762.09	7,122.52	10.43
800-800-5530-800	Street Fuels/Lubricants	42,000.00	2,188.24	12,321.77	29,678.23	0.00	29,678.23	70.66
800-800-5580-800	Street Maintenance Materials	80,000.00	14,955.04	27,112.40	52,887.60	0.00	52,887.60	66.11
800-800-5590-800	Street General Supplies	3,675.00	84.58	1,237.02	2,437.98	0.00	2,437.98	66.34
800-800-5600-800	Street Signs and Markings	31,500.00	4,333.41	13,649.93	17,850.07	79.93	17,770.14	56.41
800-800-5700-800	Street Computers, Software	3,656.00	0.00	0.00	3,656.00	222.12	3,433.88	93.92
800-800-6300-800	Street Electricity	23,294.00	294.61	2,060.61	21,233.39	0.00	21,233.39	91.15
800-800-6310-800	Street Heating Fuels	3,000.00	181.10	1,743.09	1,256.91	0.00	1,256.91	41.90
800-800-6340-800	Street Lights	245,429.00	13,771.85	85,131.82	160,297.18	0.00	160,297.18	65.31
800-800-6350-800	Street Phones	5,564.00	459.18	2,749.37	2,814.63	0.00	2,814.63	50.59
800-800-6390-800	Street Minor Equipment	4,725.00	0.00	94.29	4,630.71	0.00	4,630.71	98.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E20 Sub Totals:	560,809.72	41,903.65	215,523.99	345,285.73	17,064.14	328,221.59	58.53
E30	CAPITAL OUTLAY							
800-800-5800-800	Street Contracts Street	600,000.00	0.00	23,784.47	576,215.53	0.00	576,215.53	96.04
800-800-6380-800	Lease Purchase Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E30 Sub Totals:	600,000.00	0.00	23,784.47	576,215.53	0.00	576,215.53	96.04
	Expense Sub Totals:	1,822,082.72	82,951.76	542,434.90	1,279,647.82	17,064.14	1,262,583.68	69.29
	Dept 800 Sub Totals:	176,999.72	-80,547.63	-712,495.33	889,495.05	17,064.14		
	Fund Revenue Sub Totals:	1,645,083.00	163,499.39	1,254,930.23	390,152.77	0.00	390,152.77	23.72
	Fund Expense Sub Totals:	2,642,428.00	83,423.43	768,781.09	1,873,646.91	17,064.14	1,856,582.77	70.26
	Fund 800 Sub Totals:	997,345.00	-80,075.96	-486,149.14	1,483,494.14	17,064.14		
Fund 833	Transportation Development							
Dept 833-833								
R03	INTER-GOVERNMENTAL							
833-833-4851-833	TDD Road Mtce Agreement	0.00	0.00	29,832.75	-29,832.75	0.00	-29,832.75	0.00
	R03 Sub Totals:	0.00	0.00	29,832.75	-29,832.75	0.00	-29,832.75	0.00
R06	REVENUE FROM USE OF ASSET							
833-833-4700-833	Interest Earned-TDD Mtce	0.00	95.37	200.42	-200.42	0.00	-200.42	0.00
	R06 Sub Totals:	0.00	95.37	200.42	-200.42	0.00	-200.42	0.00
	Revenue Sub Totals:	0.00	95.37	30,033.17	-30,033.17	0.00	-30,033.17	0.00
E20	OPERATING COSTS							
833-833-5320-833	TDD Street Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E20 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 833 Sub Totals:	0.00	-95.37	-30,033.17	30,033.17	0.00		
	Fund Revenue Sub Totals:	0.00	95.37	30,033.17	-30,033.17	0.00	-30,033.17	0.00
	Fund Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund 833 Sub Totals:	0.00	-95.37	-30,033.17	30,033.17	0.00		
Fund 900	Street/Bridge Sales Tax							
Dept 900-000	Non-Departmental							
E55	DEBT SERVICE - PRINCIPLE							
900-000-3273-000	Transfer to 2013 SpObl Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E55 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E90	TRANSFERS OUT							
900-000-3221-000	Transfer to 2021 Series DS	240,105.00	0.00	256,543.00	-16,438.00	0.00	-16,438.00	0.00
	E90 Sub Totals:	240,105.00	0.00	256,543.00	-16,438.00	0.00	-16,438.00	0.00
	Expense Sub Totals:	240,105.00	0.00	256,543.00	-16,438.00	0.00	-16,438.00	0.00
	Dept 000 Sub Totals:	240,105.00	0.00	256,543.00	-16,438.00	0.00		
Dept 900-900								
R01	TAXES							
900-900-4030-900	Street/Bridge Sales Tax	339,502.00	32,209.86	246,902.35	92,599.65	0.00	92,599.65	27.28
	R01 Sub Totals:	339,502.00	32,209.86	246,902.35	92,599.65	0.00	92,599.65	27.28
R06	REVENUE FROM USE OF ASSET							
900-900-4700-900	Interest Earned-Street Bridge	20,000.00	3,439.43	28,568.18	-8,568.18	0.00	-8,568.18	0.00
	R06 Sub Totals:	20,000.00	3,439.43	28,568.18	-8,568.18	0.00	-8,568.18	0.00
	Revenue Sub Totals:	359,502.00	35,649.29	275,470.53	84,031.47	0.00	84,031.47	23.37
E30	CAPITAL OUTLAY							
900-900-5800-900	Street/Bridge Contract	1,000,000.00	76,021.46	96,244.12	903,755.88	831,062.40	72,693.48	7.27
	E30 Sub Totals:	1,000,000.00	76,021.46	96,244.12	903,755.88	831,062.40	72,693.48	7.27
	Expense Sub Totals:	1,000,000.00	76,021.46	96,244.12	903,755.88	831,062.40	72,693.48	7.27
	Dept 900 Sub Totals:	640,498.00	40,372.17	-179,226.41	819,724.41	831,062.40		
	Fund Revenue Sub Totals:	359,502.00	35,649.29	275,470.53	84,031.47	0.00	84,031.47	23.37
	Fund Expense Sub Totals:	1,240,105.00	76,021.46	352,787.12	887,317.88	831,062.40	56,255.48	4.54
	Fund 900 Sub Totals:	880,603.00	40,372.17	77,316.59	803,286.41	831,062.40		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	48,889,057.28	3,803,282.40	27,074,113.38	21,814,943.90	0.00	21,814,943.90	44.62
	Expense Totals:	56,260,138.78	2,939,716.20	23,520,155.47	32,739,983.31	22,222,945.43	10,517,037.88	18.69
	Report Totals:	7,371,081.50	-863,566.20	-3,553,957.91	10,925,039.41	22,222,945.43		

General Ledger

Fund Balance

30-Apr-26

Sort Level	Description	FY2026 Fund Balance Beg Bal	Revenue End Bal	Expense End Bal	Total End Bal
100	General Fund	$ 11,875,131.41	$ 6,791,465.16	$ 6,909,343.94	$ 11,757,252.63
120	Police Grants	$ 9,788.49	$ 14,291.97	$ 15,844.33	$ 8,236.13
124	Shop With a Cop	$ 7,615.34	$ 19,017.81	$ 22,069.24	$ 4,563.91
126	D.A.R.E Program	$ -	$ -	$ -	$ -
130	Fire Sales Tax	$ 967,093.06	$ 1,632,777.38	$ 1,503,951.92	$ 1,095,918.52
131	SAFER	$ -	$ -	$ -	$ -
170	Drainage Sales Tax	$ 1,242,043.54	$ 349,280.40	$ 250,053.25	$ 1,341,270.69
175	Senior Center Sales Tax	$ 396,686.52	$ 131,558.11	$ 123,858.12	$ 404,386.51
180	Parks Sales Tax	$ 1,346,810.62	$ 612,509.50	$ 640,673.19	$ 1,318,646.93
195	Auditorium Sales Tax	$ 1,402,236.30	$ 425,206.11	$ 346,622.95	$ 1,480,819.46
205	Employee Payroll	$ -	$ -	$ -	$ -
212	2012 A&B	$ -	$ -	$ -	$ -
213	2013 Series Spc Obl Bond	$ -	$ -	$ -	$ -
214	2014 A&B Series	$ -	$ -	$ -	$ -
216	2016 Series COPs	$ 308,326.63	$ 1,166,981.43	$ 1,163,279.90	$ 312,028.16
221	2021 Special Obligation Bonds	$ 528.86	$ 513,095.02	$ 513,086.00	$ 537.88
260	2006 A&B	$ -	$ -	$ -	$ -
270	2007 A&B	$ -	$ -	$ -	$ -
275	STAR Loan	$ -	$ -	$ -	$ -
280	2010 Series COP	$ -	$ -	$ -	$ -
290	Employee Insurance	$ (55,366.47)	$ 709,537.31	$ 568,230.81	$ 85,940.03
300	Economic Development Sales Tax	$ 1,800,568.87	$ 4,185,856.09	$ 3,567,510.65	$ 2,418,914.31
310	Hotel/Motel Tax	$ 356,610.83	$ 42,333.32	$ 30,183.80	$ 368,760.35
360	Tax Incremental Financing	$ -	$ -	$ -	$ -
450	Golf Course	$ 712,614.95	$ 1,630,456.87	$ 1,686,356.69	$ 656,715.13
500	Water/Wastewater	$ 23,063,019.63	$ 7,281,934.55	$ 5,057,368.47	$ 25,287,585.71
600	Transportation Grants	$ -	$ -	$ -	$ -
620	Community Development Grants	$ -	$ -	$ -	$ -
651	FEMA DR-1980	$ -	$ -	$ -	$ -
653	FEMA DR4250	$ 25,573.84	$ -	$ -	$ 25,573.84
654	FEMA DR-4317	$ 30,027.40	$ -	$ -	$ 30,027.40
680	CDBG Public Service Pass Through	$ 100.00	$ -	$ -	$ 100.00
700	Abbott Brothers Trust	$ 53,367.04	$ 7,297.41	$ 154.00	$ 60,510.45
710	Morse Park Trust	$ 3,916.21	$ 81.01	$ -	$ 3,997.22
800	Street Department Sales Tax	$ 2,628,718.61	$ 1,254,930.23	$ 768,781.09	$ 3,114,867.75
833	TDD Maintenance	$ 482.42	$ 30,033.17	$ -	$ 30,515.59
900	Street/Bridge Sales Tax	$ 1,240,869.20	$ 275,470.53	$ 352,787.12	$ 1,163,552.61
Grand Total		**$ 47,416,763.30**	**$ 27,074,113.38**	**$ (23,520,155.47)**	**$ 50,970,721.21**

City of Neosho
Bank Reconciliation - Master Account
April 30, 2026

Bank:

Bank Balance		$ 375,214.65
O/S Springbrook Checks		(84,036.73)
Reconciled Bank Balance		$ 291,177.92

Book:

Description		
100-000-1000-000	General Fund Master Account	$ 83,970.03
120-000-1000-000	Law Enforcement Master Account	$ -
124-000-1000-000	Shop With a Cop Master Account	$ -
126-000-1000-000	D.A.R.E Master Account	$ -
130-000-1000-000	Fire Dept Master Account	$ -
170-000-1000-000	Drainage Master Account	$ 5,029.90
175-000-1000-000	Senior Center Master Account	$ -
180-000-1000-000	Parks Master Account	$ -
195-000-1000-000	Auditorium Master Account	$ -
205-000-1000-000	Payroll Master Account	$ 208,817.82
212-000-1000-000	2012 A&B Master Account	$ -
213-000-1000-000	2013 SERIES MASTER ACCOUNT	$ -
214-000-1000-000	2014 Series Master Account	$ -
216-000-1000-000	2016 Series Master Account	$ -
221-000-1000-000	221 Series Master Account	$ -
230-000-1000-000	2003 COP Master Account	$ -
260-000-1000-000	2006 A&B Master Account	$ -
270-000-1000-000	2007 A&B Master Account	$ -
275-000-1000-000	STAR LOAN Master Account	$ -
280-000-1000-000	2010 Master Account	$ -
290-000-1000-000	Employee Insurance Master Acct	$ -
300-000-1000-000	Economic Develop. Master Acct	$ -
310-000-1000-000	Hotel/Motel Master Account	$ -
360-000-1000-000	TIF Master Account	$ -
450-000-1000-000	Golf Course Master Account	$ -
500-000-1000-000	Water/Wastewater Master Acct	$ -
620-000-1000-000	Community Develop. Master Acct	$ -
650-000-1000-000	FEMA DR-1961 Master Account	$ -
651-000-1000-000	FEMA DR-1980 Master Account	$ -
652-000-1000-000	Cash in Bank/Joplin Disaster	$ -
653-000-1000-000	FEMA DR4250	$ -
680-000-1000-000	CDBG Public Srvce Pass Through	$ -
700-000-1000-000	Abbott Brothers Master Account	$ -
710-000-1000-000	Morse Park Fund Master Account	$ -
800-000-1000-000	Street Fund Master Account	$ -
900-000-1000-000	Street /Bridge Fd Master Acct	$ (5,029.90)
		$ 292,787.85

Reconciling Items to be JE'd:

Void ACH 3/20/26 full refund not rcv'd at bank	(2,209.93)
Void ACH 3/20/26 refund not rcv'd at bank	150.00
Void Check GL April transferred to bank May	450.00
Reconciled Book Balance	291,177.92
	$ -

City of Neosho
Bank Reconciliation - Investment Account
April 30, 2026

Bank:

Bank Balance		$ 31,345,111.67
Credit Cards Online Deposit outstanding		7,734.22
Deposit Outstanding		16,052.89
Reconciled Bank Balance		$ 31,368,898.78

Book:

100-000-1200-000	General Fund Investment Acct	$ 6,876,345.85
100-000-1202-000	Public Safety Sales Tax	$ 1,877,638.14
100-000-1203-000	Cleaning Deposit Investmt Acct	$ 2,362.98
100-000-1204-000	I.O.O.F. Trust	$ 197,859.89
100-000-1215-000	ARPA Investment Account	$ 1,270,876.87
100-000-1218-000	City Hall Donated Funds	$ 287.19
100-000-1219-000	Donated Rewards	$ -
100-000-1220-000	Confiscated Cash	$ 14,467.42
100-000-1224-000	I.O.O.F. Cemetery	$ (462,899.77)
120-000-1200-000	Law Enforcement Investmnt Acct	$ 8,236.13
124-000-1200-000	Shop With a Cop Investmnt Acct	$ (101.38)
124-000-1202-000	Halloween Bash Investment Acct	$ 4,665.29
126-000-1200-000	D.A.R.E. Investment Account	$ -
130-000-1200-000	Fire Dept Investment Account	$ 872,007.68
170-000-1200-000	Drainage Investment Account	$ 2,439,086.86
170-000-1204-000	Project Grant - Lime Kiln Dam	$ 30,157.32
175-000-1200-000	Senior Center Investment Acct	$ 365,522.98
175-000-1208-000	Senior Center Maintenance Reserve	$ -
180-000-1200-000	Parks Investment Account	$ 959,375.87
180-000-1205-000	SkatePark Donations	$ -
180-000-1206-000	Park Fund Investmnt Acct	$ -
195-000-1200-000	Auditorium Investment Account	$ 1,363,596.82
212-000-1200-000	2012 A&B Investment Account	$ -
213-000-1200-000	2013 INVESTMENT ACCOUNT	$ -
213-000-1234-000	2013 Reserved Cash	$ -
214-000-1200-000	2014 Series Investment Account	$ -
216-000-1200-000	2016 Series Investment Account	$ 3,076.53
221-000-1200-000	2021 Series Investment Account	$ 537.88
260-000-1200-000	2006 Bond Investment Account	$ -
270-000-1200-000	2007 Bond Investment Account	$ -
275-000-1200-000	STAR LOAN Investment Account	$ -
280-000-1200-000	2010 Investment Account	$ -
290-000-1200-000	Employee Ins. Investment Acct	$ 172,916.09
300-000-1200-000	Economic Devel Investment Acct	$ 511,810.08
310-000-1200-000	Hotel/Motel Investment Account	$ 353,760.35
310-000-1233-000	Investment Acct Motel Tax	$ -
360-000-1200-000	TIF Sales Tax Investment Acct	$ -
360-000-1201-000	TIF Real Estate Investmnt Acct	$ -
450-000-1200-000	Golf Course Investment Account	$ 191,476.78
450-000-1205-000	Golf Course Advertising	$ 13,472.94
450-000-1209-000	Golf Course Replacement Reserve	$ 90,045.84
500-000-1200-000	Water/WW Investment Acct	$ (57,835.59)
500-000-1206-000	Slip Lining Reserve	$ 398,424.75
500-000-1207-000	Invest Acct Meter Deposit	$ 66,639.31
500-000-1208-000	Main Replacement	$ 1,189,056.26
500-000-1209-000	Meter Replacement Reserve	$ 667,155.21
500-000-1210-000	Wastewater Rplcmt Reserve	$ 3,656,050.78
500-000-1214-000	Water Replacement Reserve	$ 4,015,085.10
500-000-1269-000	Inv Acct Sewer Dist.#17	$ -
600-000-1200-000	Pedestrian Trail Investmt Acct	$ -
620-000-1200-000	Community Devel. Investmt Acct	$ -
650-000-1200-000	FEMA DR-1961 Investment Acct	$ -
651-000-1200-000	FEMA DR-1980 Investment Acct	$ -
652-000-1200-000	Inv Acct Joplin Disaster	$ -
653-000-1200-000	FEMA DR 4250 Investment	$ 25,573.84
654-000-1200-000	FEMA DR 4317 Investment	$ 30,027.40
680-000-1200-000	CDBG Public Srvce Pass Through	$ 100.00
700-000-1200-000	Abbott Brothers Investmnt Acct	$ 60,510.45
710-000-1200-000	Morse Park Fund Investmnt Acct	$ 3,997.22
800-000-1200-000	Street Fund Investment Account	$ 2,889,373.25
833-000-1200-000	TDD Maintenance	$ 30,515.59
900-000-1200-000	Street/Bridge Fd Investmt Acct	$ 1,100,553.64
		31,231,809.84

Reconciling Items to be JE'd:

Sweep Interest on GL April at Bank May	(4.72)
Court Interest on GL April at bank May	(199.23)
Void Check GL April transferred to bank May	(450.00)
Void ACH GL March Bank April	2209.93
Void ACH 3/20/26 refund not rcv'd at bank	(150.00)
Manual CheckAllstate GL April Bank May	4,411.16
Manual Check Lagers GL April Bank May	49,392.69
Issued Lagers check incorrect amount April Void May 12 resissued	50,144.14
Permits paid online Gl April Bank May	60.00
Manual checks Gl April Bank May	31,674.97
	$ 31,368,898.78
	$ -

City of Neosho
Bank Reconciliation - Sweep Account
April 30, 2026

Bank:

Bank Balance	$	1,504.72
O/S Springbrook Checks		-
Reconciled Bank Balance	$	1,504.72

Book:

Description			
100-000-1006-000	General Fund Master Account	$	1,500.00
120-000-1006-000	Law Enforcement Master Account	$	-
124-000-1006-000	Shop With a Cop Master Account	$	-
126-000-1006-000	D.A.R.E Master Account	$	-
130-000-1006-000	Fire Dept Master Account	$	-
170-000-1006-000	Drainage Master Account	$	-
175-000-1006-000	Senior Center Master Account	$	-
180-000-1006-000	Parks Master Account	$	-
195-000-1006-000	Auditorium Master Account	$	-
205-000-1006-000	Payroll Master Account	$	-
212-000-1006-000	2012 A&B Master Account	$	-
213-000-1006-000	2013 SERIES MASTER ACCOUNT	$	-
214-000-1006-000	2014 Series Master Account	$	-
216-000-1006-000	2016 Series Master Account	$	-
230-000-1006-000	2003 COP Master Account	$	-
260-000-1006-000	2006 A&B Master Account	$	-
270-000-1006-000	2007 A&B Master Account	$	-
275-000-1006-000	STAR LOAN Master Account	$	-
280-000-1006-000	2010 Master Account	$	-
290-000-1006-000	Employee Insurance Master Acct	$	-
300-000-1006-000	Economic Develop. Master Acct	$	-
310-000-1006-000	Hotel/Motel Master Account	$	-
360-000-1006-000	TIF Master Account	$	-
450-000-1006-000	Golf Course Master Account	$	-
500-000-1006-000	Water/Wastewater Master Acct	$	-
620-000-1006-000	Community Develop. Master Acct	$	-
650-000-1006-000	FEMA DR-1961 Master Account	$	-
651-000-1006-000	FEMA DR-1980 Master Account	$	-
652-000-1006-000	Cash in Bank/Joplin Disaster	$	-
653-000-1006-000	FEMA DR4250	$	-
680-000-1006-000	CDBG Public Srvce Pass Through	$	-
700-000-1006-000	Abbott Brothers Master Account	$	-
710-000-1006-000	Morse Park Fund Master Account	$	-
800-000-1006-000	Street Fund Master Account	$	-
900-000-1006-000	Street /Bridge Fd Master Acct	$	-
		$	1,500.00

Reconciling Items to be JE'd:

Interest transferred to Investment		4.72
Reconciled Book Balance		1,504.72
	$	-

City of Neosho
Bank Reconciliation - CDBG Account
April 30, 2026

Bank:

Bank Balance	$	100.00
O/S Springbrook Checks		-
Reconciled Bank Balance	$	100.00

Book:

Description			
100-000-1200-000	General Fund Master Account	$	-
120-000-1200-000	Law Enforcement Master Account	$	-
124-000-1200-000	Shop With a Cop Master Account	$	-
126-000-1200-000	D.A.R.E Master Account	$	-
130-000-1200-000	Fire Dept Master Account	$	-
170-000-1200-000	Drainage Master Account	$	-
175-000-1200-000	Senior Center Master Account	$	-
180-000-1200-000	Parks Master Account	$	-
195-000-1200-000	Auditorium Master Account	$	-
205-000-1200-000	Payroll Master Account	$	-
212-000-1200-000	2012 A&B Master Account	$	-
213-000-1200-000	2013 SERIES MASTER ACCOUNT	$	-
214-000-1200-000	2014 Series Master Account	$	-
216-000-1200-000	2016 Series Master Account	$	-
230-000-1200-000	2003 COP Master Account	$	-
260-000-1200-000	2006 A&B Master Account	$	-
270-000-1200-000	2007 A&B Master Account	$	-
275-000-1200-000	STAR LOAN Master Account	$	-
280-000-1200-000	2010 Master Account	$	-
290-000-1200-000	Employee Insurance Master Acct	$	-
300-000-1200-000	Economic Develop. Master Acct	$	-
310-000-1200-000	Hotel/Motel Master Account	$	-
360-000-1200-000	TIF Master Account	$	-
450-000-1200-000	Golf Course Master Account	$	-
500-000-1200-000	Water/Wastewater Master Acct	$	-
620-000-1200-000	Community Develop. Master Acct	$	-
650-000-1200-000	FEMA DR-1961 Master Account	$	-
651-000-1200-000	FEMA DR-1980 Master Account	$	-
652-000-1200-000	Cash in Bank/Joplin Disaster	$	-
653-000-1200-000	FEMA DR4250	$	-
680-000-1200-000	CDBG Public Srvce Pass Through	$	100.00
700-000-1200-000	Abbott Brothers Master Account	$	-
710-000-1200-000	Morse Park Fund Master Account	$	-
800-000-1200-000	Street Fund Master Account	$	-
900-000-1200-000	Street /Bridge Fd Master Acct	$	-
		$	100.00

Reconciling Items to be JE'd:

Reconciled Book Balance		100.00
	$	-

Neosho Missouri
FY2026
1% Sales Tax

	Actual Receipts											Monthly			
	2018	2019	2020	2021	2022	2023	2024	2025	5-year average	% of total by month	2026	**Prior Year Variance**	2026 Budget spread by monthly %	2026 Over Budget spread by month	% over budget
October	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	328,442.20	289,445.33	282,249.34	283,368.72	0.0843	304,900.85	8.03%	$ 260,538.87	44,361.98	17.03%
November	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	248,169.55	291,875.42	245,946.56	0.0731	285,473.45	-2.19%	$ 226,131.67	59,341.78	26.24%
December	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	302,981.64	327,500.84	286,765.88	298,570.01	0.0888	278,349.85	-2.93%	$ 274,515.46	3,834.39	1.40%
January	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	287,789.83	285,823.50	261,716.75	261,913.09	0.0779	306,643.88	17.17%	$ 240,811.83	65,832.05	27.34%
February	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	290,446.37	308,052.90	305,798.24	282,171.67	0.0839	322,872.53	5.58%	$ 259,438.26	63,434.27	24.45%
March	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	297,908.97	262,177.71	288,133.82	275,423.32	0.0819	299,737.52	4.03%	$ 253,233.60	46,503.92	18.36%
April	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	281,370.48	244,178.99	258,647.89	263,092.26	0.0782	275,109.80	6.36%	$ 241,896.00	33,213.80	13.73%
May	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	252,687.93	294,328.49	271,173.87	255,368.36	0.0759			$ 234,794.39	#VALUE!	#VALUE!
June	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	317,144.28	284,673.29	323,752.16	309,298.74	0.0920			$ 284,379.82	#VALUE!	#VALUE!
July	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	306,179.44	297,454.40	309,727.80	301,110.41	0.0895			$ 276,851.18	#VALUE!	#VALUE!
August	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	276,751.20	291,112.95	281,375.86	0.0837			$ 258,706.57	#VALUE!	#VALUE!
September	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	310,468.00	305,515.30	310,932.84	305,787.38	0.0909			$ 281,151.35	#VALUE!	#VALUE!
	$ 2,690,834.66	$ 2,645,088.63	$ 2,779,128.24	$ 3,025,429.43	$ 3,344,281.57	$ 3,541,462.38	$ 3,424,071.50	$ 3,481,886.96	$ 3,363,426.37	100.00%	$ 2,073,087.88		$ 3,092,449.00		
YTD Variance	**8.41%**	**-1.70%**	**5.07%**	**8.86%**	**10.54%**	**5.90%**	**-3.31%**	**1.69%**			**4.96%**		$ 3,092,449.00 Budget YTD ↑	**-32.96%**	
													-32.96% YTD Budg Var ↑	**18.02%**	

Neosho Missouri
FY2026
1% Sales Tax

	2018	2019	2020	2021	2022	2023	2024	2025	2026	% Over/(Under) Prior Year	2026 Budget/12 Mo.	% Over/(Under) 2026 Budget
October	241,154.11	205,450.02	200,098.22	252,460.45	264,246.26	328,442.20	289,445.33	282,249.34	304,900.85	8.03%	257,704.08	18.31%
November	136,246.10	174,574.42	197,348.99	200,595.68	223,225.32	265,866.85	248,169.55	291,875.42	285,473.45	-2.19%	257,704.08	10.78%
December	339,372.44	247,392.70	246,336.05	255,475.37	320,126.32	302,981.64	327,500.84	286,765.88	278,349.85	-2.93%	257,704.08	8.01%
January	181,031.76	216,176.63	204,922.27	236,665.21	237,570.16	287,789.83	285,823.50	261,716.75	306,643.88	17.17%	257,704.08	18.99%
February	213,205.12	203,866.93	199,943.60	223,476.02	283,084.82	290,446.37	308,052.90	305,798.24	322,872.53	5.58%	257,704.08	25.29%
March	250,967.28	232,500.36	238,268.25	275,232.88	253,663.21	297,908.97	262,177.71	288,133.82	299,737.52	4.03%	257,704.08	16.31%
April	216,692.24	224,656.56	199,984.02	237,300.95	293,962.98	281,370.48	244,178.99	258,647.89	275,109.80	6.36%	257,704.08	6.75%
May	178,914.46	179,121.54	217,581.84	237,596.24	221,055.27	252,687.93	294,328.49	271,173.87			257,704.08	
June	228,358.33	259,248.80	268,797.66	294,359.65	326,564.32	317,144.28	284,673.29	323,752.16			257,704.08	
July	279,145.77	233,659.87	268,813.00	292,695.15	299,495.24	306,179.44	297,454.40	309,727.80			257,704.08	
August	183,401.59	194,290.39	246,460.63	231,497.94	307,340.82	300,176.39	276,751.20	291,112.95			257,704.08	
September	242,345.46	274,150.41	290,573.71	288,073.89	313,946.85	310,468.00	305,515.30	310,932.84			257,704.08	
	$ 2,690,834.66	$ 2,645,088.63	$ 2,779,128.24	$ 3,025,429.43	$ 3,344,281.57	$ 3,541,462.38	$ 3,424,071.50	$ 3,481,886.96	$ 2,073,087.88		$ 3,092,449.00	-32.96%
YTD Variance	8.41%	-1.70%	5.07%	8.86%	10.54%	5.90%	-3.31%	1.69%	4.96%			

Neosho Missouri
FY2026
1/2% Public Safety Sales Tax

	Receipts 2021	Receipts 2022	Receipts 2023	Receipts 2024	Receipts 2025	Receipts 2026	% Over/(Under) Prior Year	2026 Budget/12 Mo.	% Over/(Under) 2026 Budget
October	-	128,640.50	150,673.37	134,535.71	135,651.77	146,346.70	7.88%	128,852.08	13.58%
November	7,491.76	110,632.28	131,040.90	118,733.54	136,331.36	134,753.21	-1.16%	128,852.08	4.58%
December	100,134.22	153,574.02	145,852.28	154,253.84	135,936.76	137,584.58	1.21%	128,852.08	6.78%
January	108,995.23	114,107.06	139,322.03	138,587.69	126,125.62	146,787.32	16.38%	128,852.08	13.92%
February	107,444.28	139,564.14	141,190.18	148,123.60	151,757.93	150,653.01	-0.73%	128,852.08	16.92%
March	131,322.49	118,450.88	137,180.76	127,754.42	128,700.11	142,637.71	10.83%	128,852.08	10.70%
April	104,230.71	134,424.40	136,240.22	117,341.73	120,976.18	128,200.63	5.97%	128,852.08	-0.51%
May	117,689.02	108,276.43	117,587.34	137,650.78	127,606.07	-		128,852.08	-100.00%
June	146,068.03	159,824.52	152,586.80	139,505.99	149,214.26	-		128,852.08	-100.00%
July	136,400.20	141,861.49	146,668.42	138,845.19	148,815.47	-		128,852.08	-100.00%
August	116,259.78	143,452.74	145,399.16	130,894.40	139,336.22	-		128,852.08	-100.00%
September	138,586.81	151,978.14	150,701.09	144,128.44	147,836.75	-		128,852.08	-100.00%
	$ 1,214,622.53	$ 1,604,786.60	$ 1,694,442.55	$ 1,630,355.33	$ 1,648,288.50	$ 986,963.16		$ 1,546,225.00	
YTD Variance	100.00%	32.12%	5.59%	-3.78%	1.10%	5.50%			

City of Neosho
FY2026
Unaccounted for Water

Month	Pumped	City Usage	Billed	Flushed and leaks	Loss	Water Loss %	Public Works
October	103,013,587	7,881,487	34,257,400	5,390,292	(55,484,408)	53.86%	0.55
November	99,747,654	6,840,748	34,219,100	12,758,642	(45,929,164)	46.05%	0.46
December	106,545,060	5,559,250	28,065,900	7,792,040	(65,127,870)	61.13%	0.61
January	110,892,770	6,873,622	33,137,800	6,480,721	(64,400,627)	58.07%	0.58
February	88,391,242	5,716,144	32,925,200	8,779,616	(40,970,282)	46.35%	0.47
March	90,235,570	6,291,670	27,674,700	3,728,322	(52,540,878)	58.23%	0.59
April	86,953,240	5,495,448	34,927,600	2,652,442	(43,877,750)	50.46%	0.51
	685,779,123	44,658,369	225,207,700	47,582,076	(368,330,978)		

Billed	(225,207,700)
Flushed/leaks	(47,582,076)
City Usage	(44,658,369)
Unaccounted for Gallons	368,330,978
FY26 Unaccounted for Water	53.71%

2025	53.88%	
2024	52.10%	
2023	53.49%	
2022	59.12%	
2021	61.43%	
2020	63.01%	
2019	61.52%	
2018	63.76%	
2017	61.48%	58.73*
2016	57.51%	
2015	59.55%	
2014	57.26%	
2013	62.00%	
2012	60.00%	
2011	54.00%	

* The Auditors had an error in their formula. It was reported as 61.48 but it should have been reported as 58.73

City of Neosho CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: May 19, 2026
ITEM: Police Department Update

ORIGINATING DEPARTMENT: Police Department
ATTACHMENT: None

PURPOSE:

To provide the City Council with an update on Police Department operational statistics for January through April, personnel changes including a rehire and retirements, and the addition of a newly graduated police officer.

BACKGROUND:

Operational Statistics (January–April Comparison to Prior Year)

The Police Department has experienced significant growth in both calls for service and the number of reports generated when compared to the same period last year. This increase reflects intentional improvements in call handling, documentation, and reporting standards designed to provide better service and accountability to our citizens.Officers have responded exceptionally well to these expectations, demonstrating strong performance as community problem solvers. As a result, the department has seen improved case solvability and increased cooperation from the community. These outcomes highlight the effectiveness of a service-oriented and problem-solving approach to policing.It is important to note that this increase in activity is not driven by higher enforcement levels. Traffic stop data shows only a 0.064% increase, confirming that the department's focus remains on resolving community issues rather than increasing enforcement actions.Personnel Update – Rehire of Officer Zachary Sweet

The department recently rehired Officer Zachary Sweet, a former Neosho Police Officer who most recently served with the School District Police Department. We are excited to welcome him back to the organization. Officer Sweet has already made a positive impact, and his professionalism, engagement, and participation at all levels of the department reflect his commitment to service. His progress since returning has been commendable, and the department is proud of his contributions.Retirements – Lt. Sharp and Sergeant Detective Beshears

Sergeant Detective Beshears is retiring after 31 years in law enforcement, many of which were spent serving the City of Neosho. His last day of service will be May 29. The department is deeply grateful for his dedication, experience, and commitment to the community.Lieutenant Sharp will also be retiring, with his last day scheduled for June 26. Lt. Sharp is a hero within the department and has served with distinction, including being wounded in the line of duty. His leadership, courage, and service have left a lasting impact on the organization. He will be greatly missed, and the department is thankful for his years of service to Neosho.New Officer Graduation – Hope Berkensha

Officer Hope Berkensha has successfully graduated from the police academy and has joined the Neosho Police Department. She has hit the ground running and has demonstrated strong fundamentals in the principles of law enforcement. While she is still progressing through required training pipelines, including Field Training, she has already shown exceptional promise. She will

continue training for several more months before being fully released to solo duty, positioning her to make a meaningful impact for both the department and the community.

RECOMMENDATION:

No recommendations.