



City Council Meeting Agenda
Monday, September 22, 2025 – 6:30 p.m.
City Hall, 200 South Osage, Sedalia MO

MAYOR: ANDREW L. DAWSON

MAYOR PRO-TEM: RHIANNON M. FOSTER

- A. CALL TO ORDER** – Mayor Dawson – Council Chambers
- B. LEGISLATIVE PRAYER & PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. PUBLIC HEARING** – Tax-exempt Certificates of Participation
- E. SPECIAL AWARDS**
 - 1. Presentation – Fire Department Badge Pinning – Caden Storm, Firefighter
- F. SERVICE AWARDS/RETIREMENT AWARDS** – None
- I. APPROVAL OF PREVIOUS SESSION MINUTES**
 - A.** Council Meeting – September 2, 2025
- II. REPORT OF SPECIAL BOARDS, COMMISSIONS AND COMMITTEES**
 - A.** Acceptance of Citizen’s Traffic Advisory Commission minutes dated July 16, 2025
 - B.** Acceptance of Planning and Zoning Commission minutes dated August 6, 2025
- III. ROLL CALL OF STANDING COMMITTEES**
 - A. FINANCE / ADMINISTRATION** – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon M. Foster
 - 1. Presentation – Revenue Collection Trends (Jessica Pyle, Presenter)
 - 2. Request and Discussion – Waiver of Building Permit and Water Connection fees for new Economic Development Office (Jessica Craig, Requestor)
 - 3. Budget Amendment and Quote – LammTech – Sedalia Public Library – \$28,802.54
Council Discussion led by Chairwoman Boggess
R 2143 Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City’s Annual Budget for Fiscal Year 2026 – Mayor Dawson
BILL NO. 2025-158 Call for Ordinance Amending the Budget for the Fiscal Year 2025-2026 regarding Computer Purchases – Mayor Dawson
BILL NO. 2025-159 Call for Ordinance Approving and Accepting a quote for Computer Purchases for the Sedalia Public Library – Mayor Dawson
 - B. PUBLIC WORKS** – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess
 - 1. Agreement – Grand Avenue Water Main Replacement – \$925,877.34
Council Discussion led by Chairwoman Franklin
BILL NO. 2025-160 Call for Ordinance Authorizing an agreement for Grand Avenue Water Main Replacement – Mayor Dawson

2. Grant Application – Rural and Tribal Assistance Pilot Program Grant – \$600,000.00

Council Discussion led by Chairwoman Franklin

R 2144 Call for Resolution Authorizing the Public Works Department to Act as an agent for the City of Sedalia in the application process for the Rural and Tribal Assistance Pilot Program grant – Mayor Dawson

3. Removal of a stop Sign – East/West intersection Reine Avenue and Greissen Road

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-161 Call for Ordinance removing stop signs at the East-West Intersection of Reine Avenue and Greissen Road – Mayor Dawson

4. Establishing a stop sign – Where North Cedar intersects with Reine Avenue and Greissen Road

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-162 Call for Ordinance Establishing a stop sign where North Cedar Drive Intersects with Reine Avenue and Greissen Road – Mayor Dawson

5. Issuance of Series 2025 Certificates of Participation

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-163 Call for Ordinance Authorizing the delivery of the City of Sedalia, Missouri, certificates of participation, series 2025, and Authorizing and approving certain other documents and Actions related to the certificates – Mayor Dawson

6. Amendment No. 1 – Nabholz – Fire Station, Fire Training and Bowling Alley - \$13,942,276.00

Council Discussion led by Chairwoman Franklin

BILL NO. 2025-164 Call for Ordinance Authorizing Amendment No. 1 to the agreement for the Construction Manager at Risk for the Sedalia Fire Station/Fire Training/Bowling Alley Project – Mayor Dawson

7. Extension #1 – Hansen’s Tree Service – Yard Waste Grinding – \$49,875.00

Council Discussion by led Chairwoman Franklin

BILL NO. 2025-165 Call for Ordinance Authorizing a one-year extension to the agreement for Yard Waste Grinding – Mayor Dawson

C. **PUBLIC SAFETY** – Chairman Lee Scribner; Vice Chairman Jack Robinson

1. Grant Application – FY 2025 SHSP Counter Terrorism Officer Equipment Grant – Sedalia Police Department

Council Discussion led by Chairman Scribner

R 2145 Call for Resolution Authorizing the Sedalia Police Department to Act as an agent for the City of Sedalia in the application process for the FY 2025 State Homeland Security Program Counter Terrorism Officer Equipment grant – Mayor Dawson

2. Grant Application – Local Violent Crime Prevention Grant – Sedalia Police Department

Council Discussion led by Chairman Scribner

R 2146 Call for Resolution Authorizing the Sedalia Police Department to Act as an agent for the City of Sedalia in the application process for the FY 2026 Local Violent Crime Prevention grant – Mayor Dawson

3. Extra Duty Rate – Sedalia Police Department - \$58.72/Hour

Council Discussion led by Chairman Scribner

BILL NO. 2025-166 Call for Ordinance amending the fee schedule of the Code of Ordinances of the City of Sedalia, Missouri relating to Sedalia Police Department Extra Duty Fees – Mayor Dawson

4. Budget Amendment and Quote – Finger Print Scanner – Sedalia Police Department – \$20,299.00

Council Discussion led by Chairman Scribner

R 2147 Call for Resolution of the City Council of the City of Sedalia, Missouri, stating facts and reasons for the necessity to amend and increase the City's Annual Budget for Fiscal Year 2026 – Mayor Dawson

BILL NO. 2025-167 Call for Ordinance Amending the Budget for the Fiscal Year 2025-2026 regarding Police LiveScan Booking Application Workstation purchase – Mayor Dawson

BILL NO. 2025-168 Call for Ordinance Approving and Accepting a quote for LiveScan Booking Application Workstation purchase – Mayor Dawson

D. COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairwoman Cheryl Ames

1. Rezoning Classification – R-1 Single Family Residential to R-2 Two Family Residential – 705 South Park

Council Discussion led by Chairwoman Foster

BILL NO. 2025-169 Call for Ordinance granting a change in zoning classification from R-1 (Single Family Residential) to R-2 (Two- Family Residential) on certain property located at 705 South Park, In the City of Sedalia, Missouri, in accordance with Chapter 64, of the City Code of the City of Sedalia, Missouri – Mayor Dawson

IV. OTHER BUSINESS

A. APPOINTMENTS – None

B. LIQUOR LICENSES

New:

*Gabrielle White dba Sedalia Area Chamber of Commerce, 600 East 3rd – Sedalia Chamber Piccadilly – The Foundry, 324 West 2nd, September 25, 2025, 5:30 P.M. to 10:00 P.M. – Picnic License – \$37.50

Renewals:

*Christopher Rand dba Rudy's Discount Smoke Shop, 3040 West Broadway, Suite 220, Liquor by the Drink & Sunday Sales – \$450.00

*Honor Villalobos dba Kehde's Barbeque of Sedalia, LLC, 1915 South Limit, Liquor by the Drink & Sunday Sales Liquor by the Drink & Sunday Sales – \$750.00

*Kevin Long dba Loyal Order of Moose 1494, 119 Winchester Drive, Liquor by the Drink & Sunday Sales – \$750.00

*Minerva Perez-Marin, dba El Tapatio, 3000 South Limit, Liquor by the Drink & Sunday Sales – \$750.00

*Jenna Gier dba State Fair Eagle Stop, 1515 Thompson Blvd, Packaged Liquor & Sunday Sales – \$450.00

V. MISCELLANEOUS ITEMS FROM MAYOR, CITY COUNCIL AND CITY ADMINISTRATOR

VI. GOOD AND WELFARE – “During the Good and Welfare section of our meeting agenda, residents of Sedalia are invited to directly address the City Council. Participants must sign up in advance using the form provided in the Municipal Building lobby prior to the start of the meeting. The sign-up form requires a name, address, telephone number, and the subject of the comment. Comments must pertain to items on the agenda unless a formal request to speak on a non-agenda item has been submitted in writing at least two business days prior to the meeting.

Each speaker will be allotted three minutes to present their remarks. Statements must be addressed to the Council as a body, not to individual members, and must not include personal attacks or criticisms of specific city employees by name. Formal complaints regarding staff must be submitted in writing to the City Clerk. The Council Chamber is a limited public forum, and decorum is expected at all times. Conduct such as disruptions, excessive noise, standing or blocking views, or approaching the dais without permission is prohibited.

All remarks will be recorded into the public record. While this is not a time for debate or direct engagement with Council members, your comments are an important part of civic participation. We ask that all contributions remain respectful, relevant to the community, and in accordance with Ordinance No. 12255. By entering the Council Chamber, all visitors acknowledge, accept, and agree to abide by these guidelines.

Thank you for helping us maintain a constructive and respectful environment as we work together to improve Sedalia.”

VII. Closed Door Meeting – Motion and Second to move into closed door meeting in the upstairs conference Room pursuant to Subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel) and 12 (Negotiated Contracts) of Section 610.021 RSMo.

A. Roll Call Vote for Closed Door Meeting

B. Discussion of closed items

C. Vote on matters, if necessary (require a Roll Call Vote)

D. Motion and Second with Roll Call Vote to adjourn closed door meeting and return to open meeting

VIII. ADJOURN MEETING

Please join the meeting by clicking or touching this link from your smartphone, computer, tablet, or iPad:

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Meeting ID: 251 548 236 554 0

Passcode: j9mz6Ae3

Dial in by phone

[+1 347-618-4825,,53993488#](#) United States, New York City

[Find a local number](#)

Phone conference ID: 539 934 88#

The City Council reserves the right to discuss any other topics that are broached during the course of this meeting.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY THE CITY CLERK’S OFFICE AT 827-3000. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS

POSTED ON SEPTEMBER 19, 2025, AT 3:30 P.M. AT THE SEDALIA MUNICIPAL BUILDING, BOONSLICK REGIONAL LIBRARY, SEDALIA PUBLIC LIBRARY AND ON THE CITY’S WEBSITE AT WWW.SEDALIA.COM



OFFICE OF THE CITY ADMINISTRATOR

To: Honorable Mayor Andrew L. Dawson & City Council Members
From: Matthew Wirt, City Administrator
Re: Agenda items for City Council meeting on Monday, September 22nd 6:30 p.m.

Finance/Administration – There are three items for consideration through the Finance/Administration Committee.

1. Finance Director Jessica Pyle will review our most recent revenue trends and provide a financial update.
2. Sedalia-Pettis County Economic Development Inc. has submitted a request for the waiver of City building permit fees and water connection fees for their current office building project. They are a nonprofit organization dedicated to supporting business development, job creation, and economic growth in our community. The City of Sedalia is also a member of Sedalia-Pettis County Economic Development Inc., and staff works closely with them to promote long-term economic development opportunities that benefit both residents and local businesses. Director Jessica Craig will also provide a brief presentation and be available to answer any questions.
3. The Sedalia Public Library is requesting approval to amend its budget to replace outdated technology. Microsoft will discontinue free updates, technical support, and security fixes for Windows 10 after October 14, 2025, requiring the replacement of all Windows 10 PCs currently in use at the library. Lamm Tech has submitted a proposal for the purchase of 17 PCs, 5 receipt printers, and 5 monitors. The total project cost is \$28,802.54, to be allocated from the Equipment, Computers account.

Public Works Committee – There are seven items for consideration through the Public Works Committee.

1. The Utilities Department received three bids for the S. Grand Avenue Water Main Replacement project, ranging from \$608,985.76 to \$785,124.00. Two alternate options were included to extend the work further south:

Alternate #1 (conventional trenching): \$307,840.07 – \$336,614.00

Alternate #2 (horizontal boring): \$316,891.58 – \$410,294.00

This project was part of the Utilities Department strategic plan presentation last fall and is included in the FY26 budget, with all bids falling under the budgeted amount. The Utilities Department recommends awarding the base bid and Alternate #2 to Earthworks Excavation and Associates LLC, of Higginsville, MO, for a total of \$925,877.34.

2. The City staff requests authorization to submit an application to the Rural and Tribal Assistance (RTA) Pilot Program, a federal initiative that supports early-stage costs such as planning,

studies, and engineering. Staff proposes applying for \$600,000 in no-match grant funds to conduct a feasibility study for relocating and replacing the Washington Street Bridge.

While repairs will continue to be made to keep the existing Washington Street Bridge serviceable in the near term, this study represents the first step in identifying a long-term solution for its eventual replacement. The study will determine the most appropriate location, evaluate traffic flow impacts, and ensure the future structure accommodates two lanes of traffic along with safe pedestrian and bicycle access across the active Union Pacific rail line. Taking this proactive step now not only addresses the City's long-term infrastructure needs but also strengthens our ability to secure future infrastructure grants once planning, location, and traffic considerations have been established.

3. The Citizen's Traffic Advisory Commission reviewed a request to remove the stop signs at the east-west intersection of Reine Avenue and Greissen Road. After review, the Commission voted 7-0 in favor of recommending removal. The proposed ordinance authorizes the stop signs to be removed, directs the Street Department to carry out the removal, and instructs the City Clerk to update the City's Master Schedule of Traffic Restrictions. This change is requested due to the intersection and road realignment work done on Cedar Drive.
4. The Citizen's Traffic Advisory Commission reviewed a request to install a stop sign at the intersection of North Cedar Drive, Reine Avenue, and Greissen Road. Following review, the Commission voted 7-0 in favor of the installation. The proposed ordinance authorizes the establishment of the stop sign, directs the Street Department to install it, and instructs the City Clerk to update the City's Master Schedule of Traffic Restrictions accordingly.
5. The proposed ordinance authorizes the City of Sedalia to move forward with financing the new bowling alley, fire training facility, and a replacement for the Central Fire Station. To pay for these projects, the City will use Certificates of Participation (COPs). This is a financing tool that allows the City to lease the project property to a trustee and then lease it back, with the City making yearly payments. Investors purchase the right to receive those payments, which raises the funds needed for construction.

The ordinance authorizes up to \$18.5 million in financing, with a final payoff no later than 2045 and the certificates can be paid off early starting in 2036. The Council is being asked to approve the issuance of the certificates, adopt the related lease and financing agreements, and authorize City officials to sign the necessary documents.

6. The Sedalia Fire Station, Fire Training Facility, and Bowling Alley project has been included in the City's strategic plan over the past year and has been in development for many years as part of long-term efforts to replace the central fire station and enhance community parks with a bowling alley. Staff now requests approval of Contract Amendment No. 1 with Nabholz Construction establishing a Guaranteed Maximum Price (GMP) of \$13,942,276 for the Sedalia Fire Station, Fire Training Facility, and Bowling Alley project. The GMP covers the construction work outlined in the contract documents but does not reflect the full cost of the project, as it excludes items such as design services, engineering, testing, furnishings, fixtures, equipment, and other soft costs. This amount represents the guaranteed maximum price for the construction items listed. City staff has worked

very hard to bring this project within budget and recommends approval of this amendment so the project may proceed.

7. On July 8, 2024, sealed bids were opened for the City's IFB 2025-004 Yard Waste Grinding 2024 Project, and Public Works recommended award of the project to the low bidder, Hansen's Tree Service. The contract awarded in 2024 allows for up to four one-year extensions. Hansen's Tree Service has performed previous grinding projects for the City with satisfactory results. They have agreed to the first one-year extension (FY 2026) and recently provided a quote of \$49,875.00 for grinding approximately 18,000 cubic yards of yard waste at the Materials Management Site. The FY 2026 budget includes \$54,000 for yard waste grinding, which is sufficient to fund the extension. Staff recommends approval of the ordinance authorizing this one-year extension of the agreement with Hansen's Tree Service.

Public Safety Committee – There are four items for consideration through the Public Safety Committee.

1. The Sedalia Police Department seeks authorization to apply for the FY 2025 State Homeland Security Program (SHSP) Counter Terrorism Officer (CTO) Equipment Grant. If awarded, the grant will fully fund the purchase of 50 Individual First Aid Kits (IFAKs) at a total cost of \$6,500. The IFAKs will be issued to all officers for daily duty use, ensuring they have the necessary medical tools to provide rapid, potentially life-saving care during critical incidents.
2. The Sedalia Police Department seeks authorization to apply for the FY 2026 Local Violent Crime Prevention (LVCP) Grant, which funds local law enforcement programs aimed at reducing violent crime. If awarded, the grant will fully cover the purchase of a Transformer HD Video Surveillance System (\$13,804) and a Motorola APXB000 radio (\$7,666.29), for a total cost of \$21,470.29. This equipment will provide investigators with tools to discreetly monitor high-crime areas, collect evidence, maintain secure communication, and enhance proactive efforts to reduce violent crime.
3. The Sedalia Police Department requests authorization to adjust the pay structure for officers working special events by moving from an "off-duty contractor" model to an extra duty employment system administered by the City. Currently, officers are paid \$35/hour, collected through a commander, which creates liability and workers' compensation concerns since the City remains responsible if enforcement action is taken.

Under the proposed system, officers would be paid directly by the City at \$45/hour, with event organizers charged a total of \$58.72/hour to cover salary, benefits, taxes, and workers' compensation. This adjustment ensures officers are covered under the City's insurance and retirement system, while providing affordable, professional security services at community events. The new rate would be added to the City's fee schedule.

4. The Police Department is requesting approval of a budget amendment to purchase a LiveScan Booking and Applicant Workstation for the Municipal Court at a cost of \$20,299.00, which includes the unit and a maintenance agreement through Idemia. The Municipal Court currently does not have this capability, yet fingerprinting is required for

many criminal charges, including those where an offender is released on a Municipal Court Summons rather than arrested. The device will allow fingerprinting to be completed at the time of a court appearance. While this purchase was not originally budgeted, it will be funded through the biometrics fund, which is supported by court fees collected for this purpose, and there are sufficient funds available to cover the cost. Staff recommends approval of the budget amendment and the purchase.

Community Development Committee – There is one item for consideration through the Community Development Committee.

1. Community Development received a rezoning application for 705 S. Park, which contains an existing two-family dwelling built in 1969. The property is currently zoned R-1, and the owners are facing lender and insurance complications because the zoning does not permit the reconstruction of a two-family dwelling. The applicants requested rezoning to R-2. On September 3rd the Planning and Zoning Commission reviewed the application, and following discussion, they voted to recommend approval of the rezoning by a vote of 4–1.

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Contact (/contact/)

Codebook (https://library.municode.com/mo/sedalia/codes/code_of_ordinances)

Careers (/employment-opportunities/)



Notice of Public Hearing

September 15, 2025

Public notice is hereby given that the City of Sedalia, Missouri will hold a public hearing during its City Council meeting in the Council Chambers at 200 South Osage Avenue in Sedalia, Missouri on September 22, 2025, commencing at 6:30 P.M., regarding the proposed issuance by the City of tax-exempt certificates of participation in one or more series in an aggregate principal amount not to exceed \$18,500,000 (the "Certificates"). An amount not to exceed \$10,000,000 of the Certificates will be issued as Qualified 501(c)(3) Bonds and used to acquire, construct, improve, equip and furnish a bowling alley which is generally located on a tract of land south of E. 5th Street, west of S. Hancock Avenue, north of E. Broadway Boulevard, and east of S. Lafayette Avenue in Sedalia, Missouri (the "Project"). The Project will be initially owned and operated by the City.

The hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended. The hearing will be open to the public. All interested persons may attend the hearing in the Council Chambers, and will have an opportunity to express their views with respect to the Project and the issuance of Certificates to finance the costs thereof.

NOTICE DATED: September 15, 2025.

CITY OF SEDALIA, MISSOURI



CITY OF SEDALIA, MISSOURI
CITY COUNCIL MEETING
SEPTEMBER 2, 2025

The City has an on-line broadcast of Council Meetings available both live and recorded by going to "Microsoft Teams".

The Council of the City of Sedalia, Missouri duly met on September 2, 2025 at 6:30 p.m. at the Municipal Building in the Council Chambers with Mayor Andrew L. Dawson Presiding. Mayor Dawson called the meeting to order and asked for a moment of legislative prayer led by Chaplain Byron Matson followed by the Pledge of Allegiance.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Cheryl Ames	Present	Bob Cross	Present
Lee Scribner	Present	Rhiannon Foster	Present
Tina Boggess	Present	Michelle Franklin	Present

Proclamation – Workforce Development Month

Mayor Dawson read the following Proclamation verbatim:

"WHEREAS, the economic development of every region in our country and the ability of our businesses and industries to compete in the global economy are more than ever before dependent on the availability and quality of a skilled workforce and robust talent pipeline; and

WHEREAS, the complexity and fast-paced change in our economy and labor markets puts new demands on the individuals and employers at all levels; and

WHEREAS, employers depend on similar levels of professional services to help them recruit and retain a competitive workforce and continually upgrade the skills sets of their incumbent employees.

Now, Therefore, Be It Resolved, that I, Andrew Dawson Mayor of the City of Sedalia, joins with the National Association of Workforce Development Professionals in designating the month of September as Workforce Development Month to honor all those individuals in all the Workforce Development organizations and partnerships who play such a vital role in our economy."

SERVICE AWARDS:

20 Year Pin/Certificate	Traves Williams	Equipment Operator II	Sanitation
5 Year Pin/ Certificate	Nathan Trower	Equipment Operator II-Compost	Sanitation

SPECIAL AWARDS:

Mayor Andrew Dawson presented Jada McMillan and Darci Curtis with a Key to the City. On July 9th, 2025, they were driving from Whiteman Air Force Base and witnessed a terrifying accident where one vehicle forced another off the road causing it to become air-born, land nose first in a ditch, and catch on fire. Darci and Jada stopped without hesitation and risking their own safety they pulled the driver from the vehicle saving her life. Mayor Dawson explained that the Key to the City is one of the highest honors that a municipality can bestow. It traces its roots back to medieval times when walled cities had gates that could be locked. The key was a sign of trust symbolizing that the recipient was always welcome and held in highest regard. Though the plaque presented does not open any physical doors, it represents an

open invitation to the heart of the City and the gratitude of its people. Today the tradition lives on in the ceremonial way to recognize extraordinary acts, remarkable service, and significant contributors to the community.

RETIREMENT AWARDS: None.

Recess 6:47pm; Meeting reconvened at 6:57pm

MINUTES: The Council Meeting minutes of August 18, 2025 were approved on motion by Foster, seconded by Robinson. All in Favor.

REPORTS OF SPECIAL BOARDS, COMMISSIONS & COMMITTEES: None

ROLL CALL OF STANDING COMMITTEES:

FINANCE & ADMINISTRATION – Chairwoman Tina Boggess; Vice Chairwoman Rhiannon Foster

<u>Presentation: FY 2025 Audit Results</u>

Amanda Shultz, with Williams Keepers, presented the audit results for the fiscal year ending March 31, 2025.

An unmodified or clean opinion was issued and the financial statements present fairly in material respects, the financial position of activities and funds, respective changes in financial position and cash flow for the year in conformity with generally accepted accounting principles (GAAP). The auditors found the City's accounting records to be in good order, noted no unusual or significant transactions, and reported no material weaknesses in internal controls. The auditors received full cooperation from City staff.

A Single Audit was performed this year due to receiving and spending more than \$750,000.00 of grant money during the fiscal year. Total federal grant funds spent was approximately \$3.5 Million. The majority was the Coronavirus local and state relief funds. There were two additional reports issued required by the Single Audit. One is required by government auditing standards which includes two findings which are significant deficiencies related to internal control over financial reporting. The second report is a uniform guidance report in which a clean or unmodified report was issued with compliance.

Two new accounting standards were required to be implemented by the City during the year. The first one is Statement 100 which deals with accounting changes and error corrections which did not have an impact on the City's financial statements. Statement 101 dealing with compensated absences did have an impact concerning pay out of hours earned for sick and vacation time upon termination. It will now be based on what is more likely than not to be used and to be paid out during an employee's length of employment.

The first Management Letter recommendation is related to the preparation of the financial statements. It is deemed a significant deficiency in the City's internal control of financial reporting. It is not recommended that the City take the necessary steps to actually prepare financial statements, but the more adjustments that the city can propose and post prior to audit would be ideal going forward. The second is related to segregation of duties. Manual journal entries that do not really result in money coming in or money coming out can be proposed, posted, reviewed, and approved by one individual. If there is someone else who can be involved in the process to be reviewing and approving entries before they are posted in the City's system.

- Motion by Foster, seconded by Hiller to approve a records destruction request from the City Clerk's Office. All in favor.

PUBLIC WORKS – Chairwoman Michelle Franklin; Vice Chairwoman Tina Boggess

- Operations Director Justin Bray previously presented sanitation container rental fees during rate adjustment presentations. However, these rates were not included in the overall rate adjustment ordinance. To finalize the process, these fee changes must now be formalized through adoption of this ordinance, ensuring that costs for fuel, equipment, and disposal are adequately recovered and that rates align with industry standards. Adoption of this ordinance will formally establish the updated fees, with changes effective October 1st.

BILL NO. 2025-151, ORDINANCE NO 12331 – AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO SANITATION CONTAINER RENTAL FEES was read once by title.

2nd Reading – Motion by Foster, 2nd by Boggess. All in Favor.

Final Passage – Motion by Foster, 2nd by Boggess. All in Favor.

Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No".

- The Public Works Council Committee reviewed and voted to recommend approval of an ordinance creating the Sedalia Sewer Root Removal Reimbursement Program. While the City has maintained a root control program since 2012, natural occurrences of root intrusion into the City-maintained portion of sewer mains can still occur and result in costly cleanup expenses for homeowners. The proposed program provides an incentive of up to \$500 reimbursement for eligible homeowners who proactively clean and clear the public portion of their sewer main, contingent on proper documentation and a signed release of liability. The Council will designate funding for this program annually, and the City's liability will not exceed the budgeted amount.

BILL NO. 2025-152, ORDINANCE NO.12332 – AN ORDINANCE CREATING THE SEDALIA SEWER ROOT REMOVAL REIMBURSEMENT PROGRAM was read once by title.

2nd Reading – Motion by Cross, 2nd by Foster. All in Favor.

Final Passage – Motion by Cross, 2nd by Foster. All in Favor.

Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No".

- In October 2024, Council approved a three-year Enterprise Agreement with ESRI for GIS software and services to support multiple departments with interactive mapping and data solutions. The Year 2 subscription payment of \$20,300 is due for the term beginning October 14, 2025, per the approved agreement. The amount originally budgeted did not fully reflect the contractual cost for Year 2 of the ESRI agreement. This budget amendment will align the budget with the previously approved contract.

RESOLUTION NO. 2142 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI, STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2026 was read once by title and approved on motion by Foster, seconded by Hiller. All in Favor.

BILL NO. 2025-153, ORDINANCE NO.12333 – AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026 REGARDING PUBLIC WORKS ESRI PAYMENT was read once by title.

2nd Reading – Motion by Foster, 2nd by Boggess. All in Favor.

Final Passage – Motion by Foster, 2nd by Boggess. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”.

BILL NO. 2025-154, ORDINANCE NO. 12334 – AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR ANNUAL SUBSCRIPTION TO ARCGIS ONLINE PROGRAM was read once by title.

2nd Reading – Motion by Foster, 2nd by Scribner. All in Favor.

Final Passage – Motion by Foster, 2nd by Boggess. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”.

PUBLIC SAFETY – Chairman Lee Scribner, Vice Chairman Jack Robinson

- After a presentation and review of animal shelter fees at the previous Council meeting, it is now time to consider the proposed ordinance updating associated adoption and violation fees. The updates adjust adoption fees for cats, kittens, and dogs and revise violation fees for running at large, biting/attacking, and vicious animal offenses. If approved, the amended fee schedule will take effect October 1, 2025.

BILL NO. 2025-155, ORDINANCE NO. 12335 – AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO ANIMAL SHELTER FEES was read once by title.

2nd Reading – Motion by Boggess, 2nd by Foster. All in Favor.

Final Passage – Motion by Boggess, 2nd by Foster. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”.

COMMUNITY DEVELOPMENT – Chairwoman Rhiannon M. Foster; Vice Chairwoman Cheryl Ames

- During review of the recently adopted permit fee ordinance, staff identified language that could cause confusion in applying mechanical permit fees. As written, the schedule references “Commercial Mechanical Permits,” which unintentionally suggests the fee applies only to commercial projects. To maintain simplicity and ensure proper application to all mechanical permits, staff recommends removing the word “commercial” so the schedule reads: “Mechanical Permits – Basic Fee up to \$1,000.”

BILL NO. 2025-156, ORDINANCE NO 12336– AN ORDINANCE AMENDING THE FEE SCHEDULE LANGUAGE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI BY REMOVING REFERENCE TO “COMMERICAL” FOR MECHANICAL PERMITS was read once by title.

2nd Reading – Motion by Scribner, 2nd by Boggess. All in Favor.

Final Passage – Motion by Scribner, 2nd by Boggess. All in Favor.

Roll Call Vote: Voting “Yes” were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted “No”.

APPOINTMENTS: None.

BIDS: None.

LIQUOR LICENSES:

The following new and renewal Liquor Licenses were read and approved on motion by Foster, seconded by Boggess. All in Favor.

New:

*Paige Shearer dba The Local Tap, 700 South Ohio, Special Event – Wings for Wags Downtown, 7th on Ohio 4 p.m. to 8:00 p.m., September 13, 2025

* Paige Shearer dba The Local Tap, 700 South Ohio, Special Event – Yeager’s Cycle Bike Night, 3001 South Limit
6:00 p.m. to 10 p.m., September 5, 2025

Renewal:

*Crystal Sims dba Woods Express 570, 703 East Broadway, Packaged Liquor & Sunday Sales

MISCELLANEOUS ITEMS FROM MAYOR/COUNCIL/ADMINISTRATOR:

Councilwoman Foster expressed her excitement over the Smith-Cotton varsity football team winning back the silver tiger this year.

Councilman Hiller announced that Open Door is going to have a fund raiser starting at 5:00pm, Saturday the 6th at the MEC building on the Missouri State Fair Grounds. There will be a silent auction, live auction, and a dinner as well.

GOOD & WELFARE:

Randy Templemire, 519 N New York, expressed concern about the storm water ditches in front of his residence. In 2023 he was mowing the ditch with a weedeater and because of the tall grass he could not see that there was a shelf caused by erosion. This caused him to fall and tear ligaments in his ankle that needed surgery to fix. He has continually gotten letters saying that he needs to mow the ditch. His neighbors claim to have the same issue that he does. He is not asking for a major rework in the neighborhood, but he is asking for a solution for the problem.

Debbie Covington, 2601 E 12th, signed up to speak but was not present.

Derrick Standley, 2140 Bagnell Dam Blvd Ste 302B Lake Ozark, Mo representing Presidio Environmental, spoke about new landfill plans of Canadian Based GFL. In follow up to his last visit to Council, he provided the Council with notes which were obtained by Missouri Department of Natural Resources through the Freedom of Information Act request. The notes clearly show that GFL did in fact meet with MDNR and laid out a detailed plan to put in two new landfills. One in the floodplain of Muddy Creek and the other on a tract of ground that borders the city of Sedalia on three sides. The MDNR notes make roughments to GFL sharing with MDNR, Pettis County’s plan is to create a new order that will grandfather GFL to proceed with their new landfill plans. Neither the County Commision nor GFL has discussed the matter with anyone at the City of Sedalia. He has submitted repeated FOIA requests to Pettis County Commision but thus far they continue to avade the requests. The Public should demand answers from the County Commisioner’s. Finally the matter of the county trash tax, which under RSMO260.830 of Missouri Law is supposed to go to the Economic Development Board but has been hijacked by the County Commisioner’s.

Rene Vance, 19813 Tanglenook Rd, spoke on Senior Center funding. Care Connection has decided as of Oct. 17th to close the Windsor Senior Center due to funding as well as not being able to find the right people. She is concerned because Sedalia is the largest center for Care Connection. The older American Act has still not been funded, this is how a lot of the administrative money is received. They have four employees with benefits. The center has 684 county clients. They serve over 150 hot meals to home bound seniors. They are trying to keep the senior population in the home as best as they can because Medicare and SNAP are being cut back. They are looking for additional funding or sponsers. The Center has a big month coming up with fundraisers including the Spud Sale on the 15th.

The meeting adjourned at 7:37 p.m. on motion by Cross, seconded by Boggess to a closed-door meeting in the upstairs conference room pursuant to subsections 1 (Legal Advice), 2 (Real Estate), 3 (Personnel), and 12 (Negotiated Contracts) of Section 610.021 RSMo. Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No".

The regular meeting reopened at 8:15 p.m. on motion by Foster, seconded by Cross.

ROLL CALL:

Jack Robinson	Present	Bob Hiller	Present
Cheryl Ames	Present	Bob Cross	Present
Lee Scribner	Present	Rhiannon Foster	Present
Tina Boggess	Present	Michelle Franklin	Present

BUSINESS RELATED TO CLOSED DOOR MEETING:

BILL NO. 2025-157, ORDINANCE NO. 12337— AN ORDINANCE AUTHORIZING A GIFT AGREEMENT BY AND BETWEEN THE CITY OF SEDALIA, MISSOURI, THE HECKART FAMILY FOUNDATION AND SUE HECKART was read once by title.

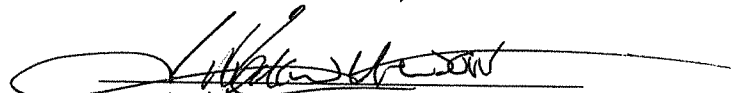
2nd Reading – Motion by Foster, 2nd by Boggess. All in Favor.

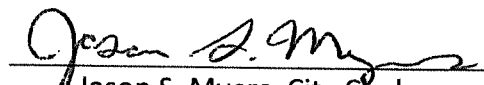
Final Passage – Motion by Foster, 2nd by Scribner. All in Favor.

Roll Call Vote: Voting "Yes" were Robinson, Ames, Scribner, Boggess, Hiller, Cross, Foster and Franklin. No one voted "No".

The regular meeting adjourned at 8:17 p.m. on motion by Foster, seconded by Cross. All in Favor.

THE CITY OF SEDALIA, MISSOURI


Andrew L. Dawson, Mayor


Jason S. Myers, City Clerk

TRAFFIC ADVISORY COMMISSION MEETING
JULY 16, 2025

The Traffic Advisory Commission duly met on Wednesday, July 16, 2025 at 12:00 p.m. at the City of Sedalia Municipal Building. Chairman Esquivel called the meeting to order.

ROLL CALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	AJ Silvey	Not Present
James Callis	Present	Matt Irwin	Present
John Rucker	Present	Chris Davies	Not Present
Dennis Henderson	Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Present		
Charles Leftwich	Present		

Minutes from the June 11, 2025 meeting were approved.

Guests: City Council Member Jack Robinson, Adam Porter, Debra Foster, City Council Member Cheryl Ames, Operations Director Justin Bray and Chief Office Administrator Tammy Lewis

OLD BUSINESS:

Installation of 4-way stop at the intersection of W. 3rd St. and S. Park Ave.

City Staff will conduct counts at the intersection with the new counters later this summer before school begins and then again when school is back in session.

Traffic in the 1400 block of New England Dr.

Barbara Freund and Debra Foster, both residents of New England Dr., attended the June meeting to ask the Commission for help with regulating traffic in the area of New England Dr. from W. 14th St. to the south where it enters private property.

Mr. Davies also provided a memo summarizing their request and a couple of available options but did recommend no changes be made at this time (see attached).

Following the last meeting, Ms. Nations did retrieve the original plats of the area and it was determined New England Dr. at one time did extend from W. 14th St. to W. 16th St., but the southern portion was later vacated. In addition, there were no plats showing evidence of W. 15th St. continuing to the west after the intersection of S. Grand Ave.

There was general discussion about how traffic is entering and exiting the retail and apartment complex area.

Ms. Esquivel inquired if anyone had discussed the issues with the property owners and if they were aware of citizens' concerns.

Council Member Ames read an email from a citizen also living on New England Dr. with concerns about semis driving up and down the street at all hours, not obeying the posted signs, and damaging the roadway. They have concerns about closing the roadway as they feel it might affect City services.

Mr. Callis said he would reach out to the property owner to discuss the homeowner's concerns.

NEW BUSINESS:

Removal of the stop signs at the east-west intersection of Reine Ave. and Greissen Rd.

The Public Works Operations Division along with the Pettis County Eastern Commissioner are requesting to have the two stop signs removed at this intersection. Mr. Bray discussed the south side of this intersection is inside the City limits and the north section is in the County. Before the County and State redirected N. Cedar Dr. and pushed it closer to Reine Ave., it was a four-way intersection. Now it is a "T" intersection with just east-west traffic being stopped and the northbound traffic that continues straight to a dead end has the right of way. Commissioner Baeza asked to work in conjunction with the City to have the east-west signs removed to allow that traffic to not stop.

Mr. Callis motioned to remove the stop signs at the east-west intersection of Reine Ave. and Greissen Rd. Ms. Broyles seconded. All were in favor.

Installation of a stop sign where N. Cedar Dr. intersects with Reine Ave. and Greissen Rd.

This request corresponds with the above; with the removal of the east-west signs to allow that traffic to have the right of way, the installation of this stop sign will now stop the northbound traffic on N. Cedar Dr.

Mr. Callis motioned for the installation of a stop sign where N. Cedar Dr. intersects with Reine Ave. and Greissen Rd. Ms. Broyles seconded. All were in favor.

OTHER ITEMS FOR DISCUSSION:

The next meeting date is scheduled for September 10, 2025.

The meeting adjourned at 12:34 p.m.



CITY OF SEDALIA
TRAFFIC ADVISORY COMMISSION
REQUEST/SUGGESTION SUBMISSION FORM

Date: 7-14-25

Submitters Name: Public Works Operations Director

Submitters Address: & Pettis County Eastern Commissioner

Submitters E-Mail Address: _____

Submitters Phone: _____

Submitters Signature: _____

Request/Reason for Need:

Removal of the stop signs at the east-west intersection
of Beine Ave and Greissen Rd.

Public Works Dept. Recommendation:

Public Works Director Signature: _____

TRAFFIC ADVISORY COMMISSION RECOMMENDATION

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 11th day of July 2025, by a vote of 7 to 0.

The Commission recommends that the City Council: approve the submitted request/reason for need.

Attested to by Commission Chairman:

Deidra Legumel on 7/16/25

City Council Action:

The City of Sedalia, City Council, reviewed the Traffic Advisory Commission Recommendation on _____ day of _____, _____. The City Council _____ the Traffic Advisory Commission recommendation.



CITY OF SEDALIA
TRAFFIC ADVISORY COMMISSION
REQUEST/SUGGESTION SUBMISSION FORM

Date: 7-14-25

Submitters Name: Public Works Operations Director

Submitters Address: + Pettis County Eastern Commissioner

Submitters E-Mail Address: _____

Submitters Phone: _____

Submitters Signature: _____

Request/Reason for Need:

Installation of a stop sign where N. Cedar Dr. intersects
with Peine Ave. and Greisner Rd

Public Works Dept. Recommendation:

Public Works Director Signature: _____

TRAFFIC ADVISORY COMMISSION RECOMMENDATION

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 16th day of July 2025, by a vote of 7 to 0.

The Commission recommends that the City Council: approve the submitted request/reason for need.

Attested to by Commission Chairman: Dennis Liguori on 7, 16, 25

City Council Action:

The City of Sedalia, City Council, reviewed the Traffic Advisory Commission Recommendation on _____ day of _____, _____. The City Council _____ the Traffic Advisory Commission recommendation.



Let's Cross Paths

Planning and Zoning
Meeting Minutes
Wednesday, August 6, 2025 at 5:30 pm
Council Chambers
Municipal Building

- 1) Call to order
 - a. The meeting was called to order at 5:30 pm.
- 2) Roll Call
 - Present:
Tolbert Rowe, Ann Graff, Virginia Brainard, Rhonda Ahern, Valerie Bloess, Ian Shoemaker, Terri McDermott, Jerry Ross, Lee Scribner
 - Absent:
Andrew Dawson, Ann Richardson
 - Staff:
Bryan Kopp, Nicole Hathaway, Chris Franklin
- 3) Approval of July 2, 2025, meeting minutes
 - a. Rhonda Ahern motioned to approve, Jerry Ross seconded. All approved.
- 4) Public Hearing
 - a. 1800 W 3rd – Designate Jennie Jaynes Stadium as Historic Landmark – No discussion.
- 5) New Business
 - a. 1800 W 3rd – Designate Jennie Jaynes Stadium as Historic Landmark – No discussion.
Jerry Ross motioned to approve. Terri McDermott seconded. All approved.
- 6) Next Meeting Date
 - a. Next meeting date set for September 3, 2025 at 5:30pm.
- 7) Adjourn
 - a. Jerry Ross motioned to adjourn, Ann Graff seconded. All approved. The meeting was adjourned at 5:32 pm.

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2026.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri (“State”) to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri (“City”), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City’s annual budget for Fiscal Year 2026 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 17, 2025, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City’s annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City’s operations for Fiscal Year 2026 have been higher than budgeted, but do not exceed revenues plus the City’s unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2026 annual budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SEDALIA, MISSOURI, AS FOLLOWS:**

Section 1. Expenditures from the City’s Library Fund must be increased by a total of \$28,802.54 above the amount authorized in the adopted annual budget for Fiscal Year 2026. An amendment to increase said budget is necessary for the following facts and reasons:

A. Purchase PCs, monitors, and printers.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on September 22, 2025

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026
REGARDING COMPUTER PURCHASES.**

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

Section 1. The 2025-2026 fiscal year budget beginning April 1, 2025 and ending March 31, 2026 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY26 Budget Amendment 9/22/2025

Account / Description	Current Budget	Change	Amended Budget	Comments
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Expenditures / Uses of Funds

22-35-351-01	Equipment - Computers	605.25	28,802.54	29,407.79	PCs/Monitors/Printers
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Total Expenditure Change

28,802.54
(28,802.54)

Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR COMPUTER PURCHASES FOR THE SEDALIA PUBLIC LIBRARY.

WHEREAS, The City of Sedalia, Missouri, has received a Quote from LammTech for computer and equipment purchases to replace outdated PC's, monitors, and receipt printers; and

WHEREAS, under the terms of the Quote, the City of Sedalia shall pay the sum and amount of Twenty-eight Thousand Eight Hundred Two Dollars and Fifty-four Cents (\$28,802.54) to LammTech for said equipment as more fully described in the Quote attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Quote by and between the City of Sedalia, Missouri, and LammTech in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on any other documentation, if necessary, in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the Quote and any other subsequent documentation after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September, 2025.

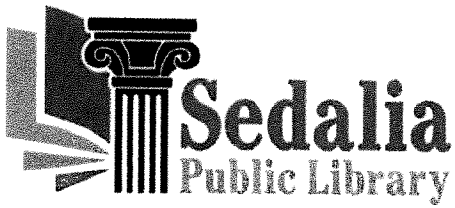
Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk



September 8, 2025

To: Library Board of Trustees

Cc: City Council Members

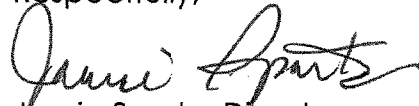
It has been brought to my attention that after October 14, 2025, Microsoft will no longer provide free software updates from Windows Update, technical assistance, or security fixes for Windows 10. Lamm Tech has submitted the (attached) proposal in order to replace all Windows 10 PC's in the library, necessary monitors, and receipt printers.

I am asking the Board to approve an amendment to the budget in order to replace our outdated PC's, monitors, and receipt printers as recommended by Lamm Tech.

The following is a breakdown of cost associated with this project; as well as the account associated with it:

Item:	Amount:	Account:
17 PC's 1 24-inch monitor 4 27-inch monitors	\$26,776.43	22-35-351-01 Equipment, Computers
5 Receipt Printers	\$2,026.11	22-35-351-01 Equipment, Computers
Total	\$28,802.54	

Respectfully,


Jamie Sparks, Director

Sedalia Public Library



PO Box 845
Sedalia, MO 65302-0845
660-827-9944

QUOTE

Quote # AAAQ13750
Date 08/18/25
Time 12:36:22
Sales Rep. caitlin

Quote To:

Ship To:

Sedalia Public Library
Jamie Sparks
311 W 3rd
Sedalia, MO 65301
United States

Qty	Description	Unit Price	Ext. Price
<u>Conference Room - Public/Patron- Children</u>			
<u>Public/PatronDesktop Mini to replace outdated PC's for Windows 11</u>			
17	HP Pro Mini 400 G9 Desktop Computer - Intel Core i5 14th Gen i5-14500T - vPro Technology - 16 GB - 256 GB SSD - Desktop Mini - Black - Intel Q670 Chip - Windows 11 Pro - Intel UHD Graphics 770 DDR5 SDRAM - English Keyboard - IEEE 802.11ax - 90 W	\$1,052.17	\$17,886.89
17	HP Care Pack Hardware Support - Extended Warranty - 3 Year - Warranty - 9 x 5 x Next Business Day - On-site - Maintenance - Parts & Labor	\$34.58	\$587.86
17	Labor	\$400.00	\$6,800.00
<u>3 - New 24 inch Monitors</u>			
<u>4- New 27 inch Monitors</u>			
<u>- replacing office staff and front desk monitors this round -</u>			
1	HP P24H G5 24" Class Full HD LCD Monitor - 16:9 - Black - 23.8" Viewable - In-plane Switching (IPS) Technology - Edge LED Backlight - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 5 ms - Speakers - HDMI - VGA - DisplayPort	\$240.09	\$240.09
4	HP E27 G5 27" Class Full HD LCD Monitor - 16:9 - Black, Silver - 27" Viewable - In-plane Switching (IPS) Technology - LED Backlight - 1920 x 1080 - 16.7 Million Colors - 300 Nit - 5 ms - 75 Hz Refresh Rate - HDMI - DisplayPort - USB Hub	\$298.21	\$1,192.84
SubTotal			\$26,707.68
Sales Tax			\$0.00
Shipping			\$68.75
Total			\$26,776.43

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE

PRICES VALID FOR 15 DAYS.

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PO Box 845
Sedalia, MO 65302-0845
660-827-9944

QUOTE

Quote #	AAAQ13719
Date	07/22/25
Time	15:22:14
Sales Rep.	caitlin

Quote To:
Sedalia Public Library
Jamie Sparks
311 W 3rd
Sedalia, MO 65301
United States

Ship To:

Qty	Description	Unit Price	Ext. Price
5	Epson TM-T88VII PUSB Thml Prtr	\$368.32	\$1,841.60
5	HP Standard Power Cord - Black - 6 ft Cord Length - USB	\$26.17	\$130.85
		SubTotal	\$1,972.45
		Sales Tax	\$0.00
		Shipping	\$53.66
		Total	\$2,026.11

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE

PRICES VALID FOR 15 DAYS.

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BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR GRAND AVENUE WATER MAIN REPLACEMENT.

WHEREAS, The City of Sedalia, Missouri, received a proposal from Earthworks Excavation and Associates, LLC for replacement of the water main piping along South Grand Avenue between West 24th Street and West 32nd Street; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall pay the sum and amount of Nine Hundred Twenty-five Thousand Eight Hundred Seventy-seven dollars and Thirty-four cents (\$925,877.34) to Earthworks Excavation and Associates, LLC for said project as described in the proposed agreement attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Earthworks Excavation and Associates, LLC in substantively the same form and content as the agreement has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the documents in substantively the same form and content as they have been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the documents after they have been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers, City Clerk

To: Matt Wirt, City Administrator
From: William Bracken, Utilities Director
Date: September 9, 2025
Subject: Grand Avenue Water Main Replacement

The Public Works Department received three bids for a project to replace water main piping along S. Grand Avenue between W. 24th and W. 32nd Street. The bids ranged from **\$608,985.76** to **\$785,124.00**.

Included with these bids were two alternate options to extend the work further south to the city limits on S. Grand Avenue:

- **Alternate #1:** Uses conventional open trench excavation. The bids for this option ranged from **\$307,840.07** to **\$336,614.00**.
- **Alternate #2:** Uses horizontal boring for less ground disturbance. The bids for this option ranged from **\$316,891.58** to **\$410,294.00**.

This project is part of the strategic plan and is included in the FY26 budget. The total bid for the project is under the budgeted amount.

The Utilities Department recommends awarding the base bid and Alternate #2 to **Earthworks Excavation and Associates, LLC**, the lowest bidder, for a total of **\$925,877.34**. The company's primary office is located at 19495 Bell Rd., Higginsville, MO 64037.

Thank you for your consideration.

PROPOSAL

TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **GRAND AVENUE WATER MAIN REPLACEMENT, Project 2026-005, dated June 19, 2025**, as noted in these contract documents for the following price(s):

BASE BID

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
1	Mobilization	LS	1	28,528.00	28,528.00
2	Demo & Site Prep	LS	1	56,062.40	56,062.40
3	6" C900 PVC Waterline w/Excavation & Backfill	LF	46	87.90	4,043.40
4	8" C900 PVC Waterline w/Excavation & Backfill	LF	240	72.19	17,325.60
5	12" C900 PVC Waterline w/Excavation & Backfill	LF	2,604	62.74	163,374.96
6	20" C900 PVC Waterline w/Excavation & Backfill	LF	32	263.35	8,427.20
7	6" x 45° Bend w/Backing Block	EA	2	478.81	957.62
8	8" x 45° Bend w/Backing Block	EA	10	615.68	6,156.80
9	12" x 45° Bend w/Backing Block	EA	6	988.07	5,928.42
10	6" x 2" Reducer	EA	1	387.20	387.20
11	8" x 6" Reducer	EA	3	435.45	1,306.35
12	12" x 8" Reducer	EA	1	698.96	698.96
13	2" Cap	EA	1	283.96	283.96
14	6" Cap	EA	3	210.45	631.35
15	8" Cap	EA	1	293.96	293.96
16	12" Cap	EA	1	460.68	460.68
17	6" Gate Valve	EA	1	1,692.92	1,692.92
18	8" Gate Valve	EA	5	2,183.82	10,919.10
19	12" Gate Valve	EA	10	4,322.92	43,229.20
20	20" Gate Valve	EA	2	23,744.80	47,489.60
21	2" Solid Sleeve	EA	1	343.96	343.96
22	6" Solid Sleeve	EA	3	400.45	1,201.35
23	8" Solid Sleeve	EA	2	578.18	1,156.36
24	20" Solid Sleeve	EA	2	4,703.18	9,406.36
25	12" x 6" Tee With Backing Block	EA	1	1,242.92	1,242.92
26	12" x 8" Tee With Backing Block	EA	4	1,221.93	4,887.72
27	20" x 12" Tee With Backing Block	EA	2	2,590.68	5,181.36
28	Thrust Collar	EA	8	248.49	1,987.92
29	Water Service Transfer	EA	33	2,532.75	83,580.75
30	Fire Hydrant Assembly	EA	4	7,659.30	30,637.20
31	Pavement Removal & Replacement	SY	122	195.36	23,833.92
32	Asphalt Driveway Removal and Replacement	SY	6	260.60	1,563.60
33	Concrete Driveway Removal & Replacement	SY	40	107.84	4,313.60

34	Gravel Driveway Removal & Replacement	SY	10	100.28	1,002.80
35	Sidewalk Removal & Replacement	SY	3	197.80	593.40
36	Curb Removal & Replacement	LF	62	49.73	3,083.26
37	Fence Removal & Replacement	LF	382	20.00	7,640.00
38	Seeding & Sodding	AC	0.60	40,000.00	24,000.00
39	Erosion Control	LS	1	2,131.60	2,131.60
40	Traffic Control	LS	1	3,000.00	3,000.00

TOTAL AMOUNT OF BASE BID: \$ 608,985.76

ALTERNATES: The Owner reserves the right to accept or reject the following alternates. Upon acceptance of the alternate(s) by the Owner, the named items shall be furnished, removed, or adjusted as shown on the Drawings and as specified. The Total Bid Price will be modified accordingly.

ADD ALTERNATE 1

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
1	8" C900 PVC Waterline w/Excavation & Backfill	LF	2,122	62.28	132,158.16
2	8" x 45° Bend w/Backing Block	EA	12	892.80	10,713.60
3	8" x 6" Reducer	EA	3	435.45	1,306.35
4	6" Cap	EA	3	273.79	821.37
5	8" Gate Valve	EA	9	2,212.73	19,914.57
6	6" Solid Sleeve	EA	3	443.79	1,331.37
7	8" x 8" Tee With Backing Block	EA	4	901.93	3,607.72
8	8" MJ Plug	EA	1	375.68	375.68
9	Thrust Collar	EA	3	360.97	1,082.91
10	Water Service Transfer	EA	26	2,655.69	69,047.94
11	Fire Hydrant Assembly	EA	4	6,930.10	27,720.40
12	Pavement Removal & Replacement	SY	57	195.00	11,115.00
13	Concrete Driveway Removal & Replacement	SY	87	107.00	9,309.00
14	Gravel Driveway Removal & Replacement	SY	75	100.00	7,500.00
15	Sidewalk Removal & Replacement	SY	8	197.00	1,576.00
16	Curb Removal & Replacement	LF	32	50.00	1,600.00
17	Fence Removal & Replacement	LF	73	20.00	1,460.00
18	Seeding & Sodding	AC	0.20	36,000.00	7,200.00

TOTAL AMOUNT OF ADD ALTERNATE 1: \$ 307,840.07

ADD ALTERNATE 2

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
1	8" C900 PVC Waterline Directionally Bored	LF	2,122	80.35	170,502.70
2	8" x 45° Bend w/Backing Block	EA	12	892.80	10,713.60
3	8" x 6" Reducer	EA	3	435.45	1,306.35

4	6" Cap	EA	3	273.79	821.37
5	8" Gate Valve	EA	9	2,212.73	19,914.57
6	6" Solid Sleeve	EA	3	443.79	1,331.37
7	8" x 8" Tee With Backing Block	EA	4	901.93	3,607.72
8	8" MJ Plug	EA	1	375.68	375.68
9	Thrust Collar	EA	3	360.97	1,082.91
10	Water Service Transfer	EA	26	2,655.69	69,047.94
11	Fire Hydrant Assembly	EA	4	6,930.10	27,720.40
12	Pavement Removal & Replacement	SY	3	195.00	585.00
13	Gravel Driveway Removal & Replacement	SY	5	100.00	500.00
14	Sidewalk Removal & Replacement	SY	6	197.00	1,182.00
15	Curb Removal & Replacement	LF	19	52.63	999.97
16	Seeding & Sodding	AC	0.20	36,000.00	7,000.00

TOTAL AMOUNT OF ADD ALTERNATE 2: \$ 316,891.58

TOTAL AMOUNT OF BASE BID + ADD ALTERNATE 1: \$ 916,825.83

TOTAL AMOUNT OF BASE BID + ADD ALTERNATE 2: \$ 925,877.34

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. 1

Dated: 8/26/2025

Addendum No. _____

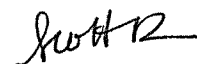
Dated: _____

Addendum No. _____

Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within **a period of 90 calendar days** from the date of the Notice to Proceed.

NAME OF BIDDER: Earthworks Excavation & Associates, LLC

BY: 

TITLE: Scott Rasa, Owner

ADDRESS: 19495 Bell Road, Higginsville, MO 64037

DATE: 9/2/2025

TABULATION OF BIDS
Grand Avenue Water Main Replacement
September 2, 2025 2:00 p.m.

Council Chambers

	Units	Estimated Quantity	Earth Works Excavation & Associates LLC 19495 Bell Rd. Higginsville, MO 64037		TB Dozing & Excavation LLC. 23539 Carolina School Rd. Jamestown, MO 65046		M&M Utilities LLC. 812 Clay St. PO Box 1093 Chillicothe MO, 64601	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
Mobilization	LS	1	\$28,528.00	\$28,528.00	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00
Demo & Site Prep	LS	1	\$56,062.40	\$56,062.40	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
6" CS900 PVC Waterline w/Excavation & Backfill	LF	46	\$87.90	\$4,043.40	\$75.00	\$3,450.00	\$80.00	\$3,680.00
8" CS900 PVC Waterline w/Excavation & Backfill	LF	240	\$72.19	\$17,325.60	\$66.00	\$20,640.00	\$80.00	\$19,200.00
12" CS900 PVC Waterline w/Excavation & Backfill	LF	2,604	\$62.74	\$163,374.96	\$100.00	\$260,400.00	\$110.00	\$286,440.00
20" CS900 PVC Waterline w/Excavation & Backfill	LF	32	\$263.35	\$8,427.20	\$150.00	\$4,800.00	\$650.00	\$20,800.00
6" x 45" Bend w/Backing Block	EA	2	\$478.81	\$957.62	\$425.00	\$850.00	\$490.00	\$980.00
8" x 45" Bend w/Backing Block	EA	10	\$615.68	\$6,156.80	\$525.00	\$5,250.00	\$760.00	\$7,600.00
12" x 45" Bend w/Backing Block	EA	6	\$988.07	\$5,928.42	\$1,025.00	\$6,150.00	\$1,400.00	\$8,400.00
6" x 2" Reducer	EA	1	\$387.20	\$387.20	\$700.00	\$700.00	\$810.00	\$810.00
8" x 6" Reducer	EA	3	\$435.45	\$1,306.35	\$475.00	\$1,425.00	\$745.00	\$2,235.00
12" x 8" Reducer	EA	1	\$698.96	\$698.96	\$775.00	\$775.00	\$1,315.00	\$1,315.00
2" Cap	EA	1	\$283.96	\$283.96	\$275.00	\$275.00	\$240.00	\$240.00
6" Cap	EA	3	\$210.45	\$631.35	\$225.00	\$675.00	\$280.00	\$840.00
8" Cap	EA	1	\$293.96	\$293.96	\$350.00	\$350.00	\$370.00	\$370.00
12" Cap	EA	1	\$460.68	\$460.68	\$475.00	\$475.00	\$540.00	\$540.00
6" Gate Valve	EA	1	\$1,692.92	\$1,692.92	\$1,800.00	\$1,800.00	\$1,950.00	\$1,950.00
8" Gate Valve	EA	5	\$2,183.82	\$10,919.10	\$2,600.00	\$13,000.00	\$2,360.00	\$11,800.00
12" Gate Valve	EA	10	\$4,322.92	\$43,229.20	\$4,700.00	\$47,000.00	\$4,360.00	\$43,600.00
20" Gate Valve	EA	2	\$23,744.80	\$47,489.60	\$32,500.00	\$65,000.00	\$22,500.00	\$45,000.00
2" Solid Sleeve	EA	1	\$343.96	\$343.96	\$600.00	\$600.00	\$650.00	\$650.00
6" Solid Sleeve	EA	3	\$400.45	\$1,201.35	\$425.00	\$1,275.00	\$628.00	\$1,884.00
8" Solid Sleeve	EA	2	\$578.18	\$1,156.36	\$475.00	\$950.00	\$840.00	\$1,680.00
20" Solid Sleeve	EA	2	\$4,703.18	\$9,406.36	\$3,200.00	\$6,400.00	\$6,000.00	\$12,000.00
12" x 6" Tee With Backing Block	EA	1	\$1,242.92	\$1,242.92	\$1,200.00	\$1,200.00	\$2,050.00	\$2,050.00
12" x 8" Tee With Backing Block	EA	4	\$1,221.93	\$4,887.72	\$1,250.00	\$5,000.00	\$2,120.00	\$8,480.00
20" x 12" Tee With Backing Block	EA	2	\$2,590.68	\$5,181.36	\$4,200.00	\$8,400.00	\$3,000.00	\$6,000.00
Thrust Collar	EA	8	\$248.49	\$1,987.92	\$750.00	\$6,000.00	\$2,500.00	\$20,000.00
Water Service Transfer	EA	33	\$2,532.75	\$83,580.75	\$1,600.00	\$52,800.00	\$4,400.00	\$145,200.00
Fire Hydrant Assembly	EA	4	\$7,659.10	\$30,637.20	\$7,000.00	\$28,000.00	\$8,200.00	\$32,800.00
Pavement Removal & Replacement	SY	122	\$195.36	\$23,833.92	\$150.00	\$18,300.00	\$150.00	\$18,300.00
Asphalt Driveway Removal & Replacement	SY	6	\$260.60	\$1,563.60	\$125.00	\$750.00	\$200.00	\$1,200.00
Concrete Driveway Removal & Replacement	SY	40	\$107.84	\$4,313.60	\$135.00	\$5,400.00	\$125.00	\$5,000.00
Gravel Driveway Removal & Replacement	SY	10	\$100.28	\$1,002.80	\$100.00	\$1,000.00	\$18.00	\$180.00
Sidewalk Removal & Replacement	SY	3	\$197.80	\$593.40	\$100.00	\$300.00	\$300.00	\$900.00
Curb Removal & Replacement	LF	62	\$49.73	\$3,083.26	\$55.00	\$3,410.00	\$40.00	\$2,480.00
Fence Removal & Replacement	LF	382	\$20.00	\$7,640.00	\$22.00	\$8,404.00	\$10.00	\$3,820.00
Seeding & Sodding	AC	0.6	\$40,000.00	\$24,000.00	\$15,000.00	\$9,000.00	\$3,000.00	\$1,800.00
Erosion Control	LS	1	\$2,131.60	\$2,131.60	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00
Total Base Bid				\$608,985.76		\$672,204.00		\$785,124.00

Alternate 1		Units	Estimated Quantity	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
Description									
8" C900 PVC Waterline w/Excavation & Backfill		LF	2,122	\$62.28	\$132,158.16	\$86.00	\$182,492.00	\$70.00	\$148,540.00
8" x 45° Bend w/Backing Block		EA	12	\$892.80	\$10,713.60	\$525.00	\$6,300.00	\$760.00	\$9,120.00
8" x 6" Reducer		EA	3	\$435.45	\$1,306.35	\$475.00	\$1,425.00	\$745.00	\$2,235.00
6" Cap		EA	3	\$273.79	\$821.37	\$225.00	\$675.00	\$280.00	\$840.00
6" Gate Valve		EA	9	\$2,212.73	\$19,914.57	\$2,600.00	\$23,400.00	\$2,360.00	\$21,240.00
6" Solid Sleeve		EA	3	\$443.79	\$1,331.37	\$425.00	\$1,275.00	\$628.00	\$1,884.00
8" x 8" Tee With Backing Block		EA	4	\$901.93	\$3,607.72	\$800.00	\$3,200.00	\$1,250.00	\$5,000.00
8" MJ Plug		EA	1	\$375.68	\$375.68	\$300.00	\$300.00	\$370.00	\$370.00
Thrust Collar		EA	3	\$360.97	\$1,082.91	\$750.00	\$2,250.00	\$2,200.00	\$6,600.00
Water Service Transfer		EA	26	\$2,655.69	\$69,047.94	\$1,600.00	\$41,600.00	\$3,200.00	\$83,200.00
Fire Hydrant Assembly		EA	4	\$6,930.10	\$27,720.40	\$7,000.00	\$28,000.00	\$8,200.00	\$32,800.00
Pavement Removal & Replacement		SY	57	\$195.00	\$11,115.00	\$150.00	\$8,550.00	\$150.00	\$8,550.00
Concrete Driveway Removal & Replacement		SY	87	\$107.00	\$9,309.00	\$135.00	\$11,745.00	\$125.00	\$10,875.00
Gravel Driveway Removal & Replacement		SY	75	\$100.00	\$7,500.00	\$100.00	\$7,500.00	\$18.00	\$1,350.00
Sidewalk Removal & Replacement		SY	8	\$197.00	\$1,576.00	\$100.00	\$800.00	\$125.00	\$1,000.00
Curb Removal & Replacement		LF	32	\$50.00	\$1,600.00	\$55.00	\$1,760.00	\$40.00	\$1,280.00
Fence Removal & Replacement		LF	73	\$20.00	\$1,460.00	\$22.00	\$1,606.00	\$10.00	\$730.00
Seeding & Sodding		AC	0.2	\$36,000.00	\$7,200.00	\$15,000.00	\$3,000.00	\$5,000.00	\$1,000.00
Total Alternate 1					\$307,840.07		\$325,878.00		\$336,614.00

Alternate 2		Units	Estimated Quantity	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
Description									
8" C900 PVC Waterline Directionally Bored		LF	2,122	\$80.35	\$170,502.70	\$90.00	\$190,980.00	\$115.00	\$244,030.00
8" x 45° Bend w/Backing Block		EA	12	\$892.80	\$10,713.60	\$525.00	\$6,300.00	\$760.00	\$9,120.00
8" x 6" Reducer		EA	3	\$435.45	\$1,306.35	\$475.00	\$1,425.00	\$745.00	\$2,235.00
6" Cap		EA	3	\$273.79	\$821.37	\$225.00	\$675.00	\$280.00	\$840.00
6" Gate Valve		EA	9	\$2,212.73	\$19,914.57	\$3,000.00	\$27,000.00	\$2,360.00	\$21,240.00
6" Solid Sleeve		EA	3	\$443.79	\$1,331.37	\$425.00	\$1,275.00	\$628.00	\$1,884.00
8" x 8" Tee With Backing Block		EA	4	\$901.93	\$3,607.72	\$800.00	\$3,200.00	\$1,250.00	\$5,000.00
8" MJ Plug		EA	1	\$375.68	\$375.68	\$300.00	\$300.00	\$370.00	\$370.00
Thrust Collar		EA	3	\$360.97	\$1,082.91	\$750.00	\$2,250.00	\$2,200.00	\$6,600.00
Water Service Transfer		EA	26	\$2,655.69	\$69,047.94	\$2,000.00	\$52,000.00	\$3,200.00	\$83,200.00
Fire Hydrant Assembly		EA	4	\$6,930.10	\$27,720.40	\$9,000.00	\$36,000.00	\$8,200.00	\$32,800.00
Pavement Removal & Replacement		SY	3	\$195.00	\$585.00	\$150.00	\$450.00	\$125.00	\$375.00
Gravel Driveway Removal & Replacement		SY	5	\$100.00	\$500.00	\$100.00	\$500.00	\$18.00	\$90.00
Sidewalk Removal & Replacement		SY	6	\$197.00	\$1,182.00	\$100.00	\$600.00	\$125.00	\$750.00
Curb Removal & Replacement		LF	19	\$52.63	\$999.97	\$70.00	\$1,330.00	\$40.00	\$760.00
Seeding & Sodding		AC	0.2	\$36,000.00	\$7,200.00	\$15,000.00	\$3,000.00	\$5,000.00	\$1,000.00
Total Alternate 2					\$316,891.58		\$327,285.00		\$410,294.00
Total Base Bid + Alt 1					\$916,825.83		\$998,082.00		\$1,121,738.00
Total Base Bid + Alt 2					\$925,877.34		\$999,489.00		\$1,195,418.00
Addendum 1					Yes		Yes		Yes
Anit-Collusion					Yes		Yes		Yes
Bid Bond					Yes		Yes		Yes

CONTRACT AGREEMENT

STATE OF MISSOURI
COUNTY OF PETTIS

THIS AGREEMENT AND INDENTURE MADE AND ENTERED INTO THIS, the _____ day of _____, 2025 by and between the CITY OF SEDALIA, MISSOURI.

Party of the first part, termed in this agreement and the Contract Documents as the "CITY", and _____ Party of the second part, termed in this agreement and the Contract Documents as the "CONTRACTOR".

WITNESSETH:

THAT, WHEREAS, the City has heretofore caused to be prepared certain contract documents for furnishing material, personnel and performing work therein fully described, and the Contractor did, on the _____ day of _____, 2025 file with the City a copy of said contract documents together with his offer and proposal to furnish said material and perform said work at the terms therein fully stated and set forth; and,

WHEREAS, the said contract documents accurately and fully described the terms and conditions upon which the contractor is willing to furnish the materials, personnel and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same,

IT IS, THEREFORE, AGREED:

1. That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described; and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed for the **GRAND AVENUE WATER MAIN REPLACEMENT, Project 2026-005, dated June 19, 2025,**
2. The Contract Documents hereto annexed are made a part of this agreement and contract as fully and absolutely as if herein set out.
3. That the wages paid under this contract shall be not less than the prevailing rate of wages as determined by the Missouri State Division of Labor Standards.
4. This contract is executed in four (4) copies.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year in this agreement first above written.

ATTEST:

CITY OF SEDALIA, MISSOURI
(Party of the first part)

City Clerk

BY: _____
Kelvin Shaw
City Administrator

SEAL

(If a corporation)

ATTEST: _____
Secretary

SIGNATURE OF CONTRACTOR
(Party of the second part)

CONTRACTOR:

(CORPORATE SEAL)

BY: _____
(Name & Title)

(If an individual or partnership)

CONTRACTOR: _____

BY: _____
(Name & Title)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE RURAL AND TRIBAL ASSISTANCE PILOT PROGRAM GRANT.

WHEREAS, the City of Sedalia desires to pursue funding available under the Rural and Tribal Assistance Pilot Program Grant for the purposes of conducting a feasibility study for relocating and replacing the outdated Washington Street Bridge; and

WHEREAS, the Public Works Department has a legitimate need for these funds if awarded by the Grant for the purposes of relocating and replacing the outdated Washington Street Bridge with a modern structure that provides two lanes of traffic and safe pedestrian/ bicycle access over the active Union Pacific rail line.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Public Works Department is hereby authorized to act as the agent for the City of Sedalia, Missouri in the application process for the Rural and Tribal Assistance Pilot Program Grant for the purposes of relocation and replacement of the Washington Street Bridge.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

Section 3. Public Works City Engineer Chris Davies is hereby authorized to sign and bind the City on this application.

Section 4. This resolution shall be in full force and effect from and after its passage and approval.

PASSED by the Council of the City of Sedalia, Missouri, this 22nd day of September 2025.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, City Administrator
From: Elizabeth Nations, Chief Office Administrator
Date: September 5, 2025
Subject: Authorization for Submission of a Rural and Tribal Assistance Pilot Program Grant Application

This is a request for authorization to submit an application to the Rural and Tribal Assistance Pilot Program (RTA). The RTA Pilot Program is a federal program that helps communities with the early stages of transportation projects. It covers costs like planning, studies, and engineering so communities can better compete for larger infrastructure grants. This support makes it easier for rural and tribal areas to move important road, bridge, and safety projects forward. Public Works would like submit an application to conduct a feasibility study for relocating and replacing the outdated Washington Street Bridge with a modern structure that provides two lanes of traffic and safe pedestrian and bicycle access over the active Union Pacific rail line. We are asking for \$600,000 in no-match grant funds to conduct this study.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE REMOVING STOP SIGNS AT THE EAST-WEST INTERSECTION OF REINE AVENUE AND GREISSEN ROAD.

WHEREAS, the Citizen’s Traffic Advisory Commission received a request to remove the stop signs at the East-West intersection of Reine Avenue and Greissen Road; and

WHEREAS, as part of said review process, the Citizen’s Traffic Advisory Commission determined that the stop signs at the East-West intersection of Reine Avenue and Greissen Road should be removed; and

WHEREAS, the Citizen’s Traffic Advisory Commission met on July 16, 2025 and is recommending by a vote of 7 – Yes 0 – No to the City Council that stop signs be removed.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, AS FOLLOWS:

Section 1. The Council of the City of Sedalia, Missouri hereby approves the removal of stop signs located at the intersection of East-West intersection of Reine Avenue and Greissen Road.

Section 2. The City Street Department is ordered to remove signs accordingly and the City Clerk is ordered to modify the City’s Master Schedule of Traffic Restrictions accordingly.

Section 3. This ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

TRAFFIC ADVISORY COMMISSION MEETING

JULY 16, 2025

The Traffic Advisory Commission duly met on Wednesday, July 16, 2025 at 12:00 p.m. at the City of Sedalia Municipal Building. Chairman Esquivel called the meeting to order.

ROLL CALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	AJ Silvey	Not Present
James Callis	Present	Matt Irwin	Present
John Rucker	Present	Chris Davies	Not Present
Dennis Henderson	Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Present		
Charles Leftwich	Present		

Minutes from the June 11, 2025 meeting were approved.

Guests: City Council Member Jack Robinson, Adam Porter, Debra Foster, City Council Member Cheryl Ames, Operations Director Justin Bray and Chief Office Administrator Tammy Lewis

OLD BUSINESS:

Installation of 4-way stop at the intersection of W. 3rd St. and S. Park Ave.

City Staff will conduct counts at the intersection with the new counters later this summer before school begins and then again when school is back in session.

Traffic in the 1400 block of New England Dr.

Barbara Freund and Debra Foster, both residents of New England Dr., attended the June meeting to ask the Commission for help with regulating traffic in the area of New England Dr. from W. 14th St. to the south where it enters private property.

Mr. Davies also provided a memo summarizing their request and a couple of available options but did recommend no changes be made at this time (see attached).

Following the last meeting, Ms. Nations did retrieve the original plats of the area and it was determined New England Dr. at one time did extend from W. 14th St. to W. 16th St., but the southern portion was later vacated. In addition, there were no plats showing evidence of W. 15th St. continuing to the west after the intersection of S. Grand Ave.

There was general discussion about how traffic is entering and exiting the retail and apartment complex area.

Ms. Esquivel inquired if anyone had discussed the issues with the property owners and if they were aware of citizens' concerns.

Council Member Ames read an email from a citizen also living on New England Dr. with concerns about semis driving up and down the street at all hours, not obeying the posted signs, and damaging the roadway. They have concerns about closing the roadway as they feel it might affect City services.

Mr. Callis said he would reach out to the property owner to discuss the homeowner's concerns.

NEW BUSINESS:

Removal of the stop signs at the east-west intersection of Reine Ave. and Greissen Rd.

The Public Works Operations Division along with the Pettis County Eastern Commissioner are requesting to have the two stop signs removed at this intersection. Mr. Bray discussed the south side of this intersection is inside the City limits and the north section is in the County. Before the County and State redirected N. Cedar Dr. and pushed it closer to Reine Ave., it was a four-way intersection. Now it is a "T" intersection with just east-west traffic being stopped and the northbound traffic that continues straight to a dead end has the right of way. Commissioner Baeza asked to work in conjunction with the City to have the east-west signs removed to allow that traffic to not stop.

Mr. Callis motioned to remove the stop signs at the east-west intersection of Reine Ave. and Greissen Rd. Ms. Broyles seconded. All were in favor.

Installation of a stop sign where N. Cedar Dr. intersects with Reine Ave. and Greissen Rd.

This request corresponds with the above; with the removal of the east-west signs to allow that traffic to have the right of way, the installation of this stop sign will now stop the northbound traffic on N. Cedar Dr.

Mr. Callis motioned for the installation of a stop sign where N. Cedar Dr. intersects with Reine Ave. and Greissen Rd. Ms. Broyles seconded. All were in favor.

OTHER ITEMS FOR DISCUSSION:

The next meeting date is scheduled for September 10, 2025.

The meeting adjourned at 12:34 p.m.



CITY OF SEDALIA
TRAFFIC ADVISORY COMMISSION
REQUEST/SUGGESTION SUBMISSION FORM

Date: 7-14-25

Submitters Name: Public Works Operations Director
Submitters Address: & Pettis County Eastern Commissioner

Submitters E-Mail Address: _____

Submitters Phone: _____

Submitters Signature: _____

Request/Reason for Need:

Removal of the stop signs at the east-west intersection
of Beine Ave and Greissen Rd.

Public Works Dept. Recommendation:

Public Works Director Signature: _____

TRAFFIC ADVISORY COMMISSION RECOMMENDATION

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 11th day of July 2025, by a vote of 7 to 0.

The Commission recommends that the City Council: approve the submitted request/reason for need.

Attested to by Commission Chairman:

Dedee Legumel on 7/16/25

City Council Action:

The City of Sedalia, City Council, reviewed the Traffic Advisory Commission Recommendation on _____ day of _____, _____. The City Council _____ the Traffic Advisory Commission recommendation.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A STOP SIGN WHERE NORTH CEDAR DRIVE INTERSECTS WITH REINE AVENUE AND GREISSEN ROAD.

WHEREAS, the Citizen’s Traffic Advisory Commission received a request to establish a stop sign where North Cedar Drive intersects with Reine Avenue and Greissen Road; and

WHEREAS, the Citizen’s Traffic Advisory Commission met on July 16, 2025, and voted 7 “Yes” to 0 “No” to establish a stop sign at said intersection.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI, AS FOLLOWS:

Section 1. The Council of the City of Sedalia, Missouri hereby approves to establish a stop sign where North Cedar Drive intersects with Reine Avenue and Greissen Road.

Section 2. The City Street Department is ordered to install a stop sign accordingly and the City Clerk is ordered to modify the City’s Master Schedule of Traffic Restrictions accordingly.

Section 3. This Ordinance shall take effect and be in full force from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

TRAFFIC ADVISORY COMMISSION MEETING

JULY 16, 2025

The Traffic Advisory Commission duly met on Wednesday, July 16, 2025 at 12:00 p.m. at the City of Sedalia Municipal Building. Chairman Esquivel called the meeting to order.

ROLL CALL:

Members		Ex-Officio Members	
Deidre Esquivel	Present	AJ Silvey	Not Present
James Callis	Present	Matt Irwin	Present
John Rucker	Present	Chris Davies	Not Present
Dennis Henderson	Present		
Byron Matson	Present	Secretary	Elizabeth Nations
Sherry Broyles	Present		
Charles Leftwich	Present		

Minutes from the June 11, 2025 meeting were approved.

Guests: City Council Member Jack Robinson, Adam Porter, Debra Foster, City Council Member Cheryl Ames, Operations Director Justin Bray and Chief Office Administrator Tammy Lewis

OLD BUSINESS:

Installation of 4-way stop at the intersection of W. 3rd St. and S. Park Ave.

City Staff will conduct counts at the intersection with the new counters later this summer before school begins and then again when school is back in session.

Traffic in the 1400 block of New England Dr.

Barbara Freund and Debra Foster, both residents of New England Dr., attended the June meeting to ask the Commission for help with regulating traffic in the area of New England Dr. from W. 14th St. to the south where it enters private property.

Mr. Davies also provided a memo summarizing their request and a couple of available options but did recommend no changes be made at this time (see attached).

Following the last meeting, Ms. Nations did retrieve the original plats of the area and it was determined New England Dr. at one time did extend from W. 14th St. to W. 16th St., but the southern portion was later vacated. In addition, there were no plats showing evidence of W. 15th St. continuing to the west after the intersection of S. Grand Ave.

There was general discussion about how traffic is entering and exiting the retail and apartment complex area.

Ms. Esquivel inquired if anyone had discussed the issues with the property owners and if they were aware of citizens' concerns.

Council Member Ames read an email from a citizen also living on New England Dr. with concerns about semis driving up and down the street at all hours, not obeying the posted signs, and damaging the roadway. They have concerns about closing the roadway as they feel it might affect City services.

Mr. Callis said he would reach out to the property owner to discuss the homeowner's concerns.

NEW BUSINESS:

Removal of the stop signs at the east-west intersection of Reine Ave. and Greissen Rd.

The Public Works Operations Division along with the Pettis County Eastern Commissioner are requesting to have the two stop signs removed at this intersection. Mr. Bray discussed the south side of this intersection is inside the City limits and the north section is in the County. Before the County and State redirected N. Cedar Dr. and pushed it closer to Reine Ave., it was a four-way intersection. Now it is a "T" intersection with just east-west traffic being stopped and the northbound traffic that continues straight to a dead end has the right of way. Commissioner Baeza asked to work in conjunction with the City to have the east-west signs removed to allow that traffic to not stop.

Mr. Callis motioned to remove the stop signs at the east-west intersection of Reine Ave. and Greissen Rd. Ms. Broyles seconded. All were in favor.

Installation of a stop sign where N. Cedar Dr. intersects with Reine Ave. and Greissen Rd.

This request corresponds with the above; with the removal of the east-west signs to allow that traffic to have the right of way, the installation of this stop sign will now stop the northbound traffic on N. Cedar Dr.

Mr. Callis motioned for the installation of a stop sign where N. Cedar Dr. intersects with Reine Ave. and Greissen Rd. Ms. Broyles seconded. All were in favor.

OTHER ITEMS FOR DISCUSSION:

The next meeting date is scheduled for September 10, 2025.

The meeting adjourned at 12:34 p.m.



CITY OF SEDALIA
TRAFFIC ADVISORY COMMISSION
REQUEST/SUGGESTION SUBMISSION FORM

Date: 7-14-25

Submitters Name: Public Works Operations Director

Submitters Address: + Pettis County Eastern Commissioner

Submitters E-Mail Address: _____

Submitters Phone: _____

Submitters Signature: _____

Request/Reason for Need:

Installation of a stop sign where N. Cedar Dr. intersects
with Beine Ave. and Greissen Rd

Public Works Dept. Recommendation:

Public Works Director Signature: _____

TRAFFIC ADVISORY COMMISSION RECOMMENDATION

The City of Sedalia Traffic Advisory Commission reviewed this request/reason for need on: 16th day of July 2025, by a vote of 7 to 0.

The Commission recommends that the City Council: approve the submitted request/reason for need.

Attested to by Commission Chairman: Dennis Liguori on 7, 16, 25

City Council Action:

The City of Sedalia, City Council, reviewed the Traffic Advisory Commission Recommendation on _____ day of _____, _____. The City Council _____ the Traffic Advisory Commission recommendation.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DELIVERY OF THE CITY OF SEDALIA, MISSOURI, CERTIFICATES OF PARTICIPATION, SERIES 2025, AND AUTHORIZING AND APPROVING CERTAIN OTHER DOCUMENTS AND ACTIONS RELATED TO THE CERTIFICATES.

WHEREAS, the City Council finds and determines that it is advantageous and in the best interests of the City that the City enter into certain transactions with BOKF, N.A., as trustee (the “Trustee”), relating to the delivery of the City of Sedalia, Missouri, Certificates of Participation, Series 2025 (the “Certificates”) evidencing proportionate interests in the right to receive rental payments (the “Rental Payments” as further described in the hereafter described Indenture) payable pursuant to the hereafter described Lease, for the purpose of (a) financing the costs of acquiring, constructing, improving, equipping and furnishing an aquatic center, a bowling alley, a fire training facility, and a replacement for the existing Central Fire Station (the “Project”) and (b) paying the costs of delivering the Certificates; and

WHEREAS, in connection with the delivery of the Certificates, the City Council desires to authorize the execution of (a) a Trust Indenture (the “Indenture”), between the City and the Trustee; (b) a Lease Agreement (the “Lease”), between the City and the Trustee pursuant to which (i) proceeds of the Certificates will be used as provided in this Ordinance; (ii) the City will lease certain real estate (the “Project Site”) from the Trustee for an initial term ending March 31, 2026 (the “Initial Term”), with successive one-year renewal options (the “Renewal Terms”) exercisable by the City subject to annual budget appropriations; and (iii) the City will pay Rental Payments to the Trustee consisting of a principal component, premium, if any, and interest component for the use of the Project Site; and (c) a Base Lease between the City and the Trustee pursuant to which the City shall lease the Project Site to the Trustee for a maximum term ending on March 31, 2076; and

WHEREAS, the City Council of the City further finds and determines that it is necessary and desirable in connection with the lease of the Project Site from the Trustee and the delivery of the Certificates 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 SEDALIA, MISSOURI, AS FOLLOWS:

Section 1. Approval of Delivery of the Certificates. The City hereby approves the delivery by the Trustee of the Certificates for the purpose of (a) financing the costs of acquiring, constructing, improving, equipping and furnishing the Project and (b) paying the costs of delivering the Certificates. The Certificates shall be issued and secured pursuant to the herein approved Indenture, the Base Lease and the Lease. The Certificates shall be dated, shall become due in the years and in the respective principal amounts and shall bear interest and be payable as provided in the herein approved Indenture and the results of the sale of the Certificates at public sale; provided, however, that the Certificates shall be delivered in a principal amount not to exceed \$18,500,000, shall have a final maturity not later than 2045, shall have a weighted average maturity of not less than 8 years and not more than 12 years, shall bear interest at various interest rates not to exceed a true interest cost of 5.75%, and shall be subject to optional prepayment not later than 2036. The signatures of the authorized officials of the City on the Indenture shall constitute conclusive evidence of their approval and the City’s approval thereof.

The Certificates shall be sold to a purchaser to be determined at a competitive sale (the “Purchaser”) at the price and upon the terms and conditions set forth by a certificate of final terms (the “Certificate of Final Terms”). The Certificates shall be in such denominations, shall be in such forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the Indenture and the Certificate of Final Terms, subject to the terms of this Ordinance.

Section 2. Limited Obligations. The Certificates and the interest with respect thereto shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Trustee from the City pursuant to the herein authorized Lease. The Certificates and the interest with respect thereto shall not constitute a debt or liability of the City, the State of Missouri or of any political subdivision thereof, and the Certificates shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents (the “City Documents”) in substantially the forms filed in the records of the City, with such changes therein as shall be approved by the officers of the City executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Indenture.
- (b) Lease.
- (c) Base Lease.
- (d) Tax Compliance Agreement between the City and the Trustee.

Section 4. Execution of Documents. The City is hereby authorized to enter into and the Mayor and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, 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 5. Budget for Rental Payments. The City Council of the City hereby directs the appropriate officials of the City to include in the City’s budget amounts sufficient to pay the Rental Payments and any Additional Payments due under the Lease during the fiscal year ending March 31, 2026.

Section 6. Notice of Sale; Preliminary and Final Official Statement. The Notice of Sale and the Preliminary Official Statement filed in the records of the City are hereby ratified and approved, and the final Official Statement is hereby adopted by supplementing, completing and amending the Preliminary Official Statement. The Mayor and City Clerk are hereby authorized to execute the Official Statement and the Purchaser is hereby authorized to use the Notice of Sale, the Preliminary Official Statement and the Official Statement in connection with the sale of the Certificates. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

Section 7. Further Authority. The officers, agents and employees of the City, including the Mayor, the City Administrator, and the City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 8. Effective Date. This Ordinance shall take effect and be in full force immediately after its adoption by the City Council of the City and approval by the Mayor.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September, 2025.

Presiding Officer of the Council

APPROVED by the Mayor of said City this 22nd day of September, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

TRUST INDENTURE

Dated as of October 1, 2025

Between

**BOKF, N.A.,
As Trustee**

AND

CITY OF SEDALIA, MISSOURI

**Authorizing
\$15,755,000
CITY OF SEDALIA, MISSOURI
CERTIFICATES OF PARTICIPATION
SERIES 2025**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of October 1, 2025 (the “Indenture”), between **BOKF, N.A.**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America with a corporate trust office located in Kansas City, Missouri, as Trustee (the “Trustee”), and the **CITY OF SEDALIA, MISSOURI**, a third-class city duly organized and existing under the laws of the State of Missouri (the “City”), and

WITNESSETH:

WHEREAS, the City is authorized pursuant to the Revised Statutes of Missouri, as amended, to sell or lease any existing sites owned by the City, together with any existing buildings and facilities thereon, in order to provide for the acquisition, construction, improvement, extension, repair, remodeling, renovation, furnishing and equipping of buildings and facilities thereon and other property, and then lease or purchase such sites, buildings, facilities and property; and

WHEREAS, pursuant to an Ordinance adopted by the City on [September __, 2025], the City has been authorized to (a) enter into a Base Lease with the Trustee, dated as of the date hereof (the “Base Lease”), pursuant to which the City shall grant a leasehold interest to the Trustee for a maximum Base Lease Term ending on March 31, 2076, in certain real estate described in **Schedule 1** attached to this Indenture and any existing building and improvements located thereon (the “Project Site”), and (b) to enter into an annually renewable Lease Agreement with the Trustee, dated as of the date hereof (the “Lease”), under which the City will (i) provide for projects (the “Project”) more specifically described in **Schedule 2** attached to this Indenture to be constructed and installed on the Project Site (the Project Site and all additions, modifications, improvements, replacements and substitutions made thereon and thereto and any additional facilities financed with the Series 2025 Certificates or any Additional Certificates (as hereinafter defined) being collectively referred to as the “Facilities”), and (ii) lease the Facilities from the Trustee for an initial term ending March 31, 2026 (the “Initial Term”), with successive one-year renewal options (the “Renewal Terms”) exercisable by the City subject to annual budget appropriations, except that the final Renewal Term may be for a period of less than one year as provided in the Lease; and

WHEREAS, in order to provide funds to pay the costs of the Project, the Trustee will, pursuant to this Indenture, execute and deliver the City of Sedalia, Missouri, Certificates of Participation, Series 2025 in the aggregate principal amount of \$15,755,000 (the “Series 2025 Certificates”), and is authorized to execute and deliver Additional Certificates (such Additional Certificates together with the Series 2025 Certificates being collectively referred to as the “Certificates”), evidencing proportionate interests of the owners thereof in Rental Payments (as defined herein) payable pursuant to the Lease; and

WHEREAS, the City is authorized (i) to execute and deliver this Indenture for the purpose of providing for the delivery and security for the Certificates and for the purpose of providing funds to pay the costs of the Project, (ii) to enter into the Lease, and (iii) to provide for completion of the Project; and

WHEREAS, all things necessary to make the Certificates, when executed by the Trustee and delivered as provided in this Indenture, the valid and legally binding evidences of proportionate interests in the right to receive the Rental Payments, and for this Indenture to constitute a valid and legally binding pledge and assignment of the Trust Estate herein made for the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates, have been done and performed, and the execution and delivery of this Indenture and the execution and delivery of the Certificates, subject to the terms of this Indenture, have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City and the Trustee, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Certificates by the Registered Owners thereof, and the sum of one dollar duly paid to the City by the Trustee, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates Outstanding 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 Base Lease and the Lease contained, do hereby transfer in trust, pledge, assign and grant a security interest unto the Trustee and its successors and assigns forever in, the property described below (said property being herein called the “**Trust Estate**”), to wit:

(a) all right, title and interest of the City and the Trustee in, to and under the Base Lease and the Lease, including all Rental Payments and other payments, revenues and receipts derived by the Trustee under and pursuant to and subject to the provisions of the Lease (except for the rights of the Trustee to receive money for its own account and to indemnity under the Lease and any amounts required under Section 148(f) of the Code to be paid to the United States); and

(b) all money and securities from time to time held by 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 or on behalf of the City, 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 of this Indenture.

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 Registered Owners from time to time of the Certificates Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any Certificate over any other Certificate except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City shall well and truly pay, or cause to be paid, the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by all the Certificates, at the times and in the manner mentioned in the Certificates according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in **Article XII** of this Indenture), and shall pay or cause 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 of this Indenture, then upon such final payment 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 Certificates delivered hereunder are to be 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 Registered Owners from time to time of the Certificates, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture and in the Lease, the following words and terms as used in this Indenture and in the Lease shall have the following meanings:

“Additional Certificates” means any additional parity Certificates delivered pursuant to **Section 209** of this Indenture.

“Additional Payments” means the additional payments described in **Section 5.2** of the Lease.

“Authorized City Representative” means the Mayor or City Clerk of the City, the City Administrator or such other person at the time designated, by written certificate furnished to the Trustee, as the person or persons authorized to act on behalf of the City. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the City by the Mayor and may designate an alternate or alternates.

“Base Lease” means the Base Lease dated as of October 1, 2025, between the City and the Trustee, as from time to time amended and supplemented in accordance with the provisions thereof and of **Article XII** of this Indenture.

“Business Day” means any day other than (a) a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the corporate trust office of the Trustee is required or authorized by law to remain closed or (b) a day on which the Securities Depository is closed.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, and any successor nominee of the Securities Depository with respect to the Certificates.

“Certificate Fund” means the “Certificate Fund” created in **Section 501** of this Indenture.

“Certificate Payment Date” means any date on which any amount representing the Principal Component or the Interest Component with respect to any Certificate is payable.

“Certificate Register” means the registration books kept by the Trustee to evidence the registration, transfer and exchange of Certificates.

“Certificate Registrar” means the Trustee when acting as such under this Indenture.

“Certificates” means the Series 2025 Certificates delivered under this Indenture and any Additional Certificates delivered pursuant to this Indenture.

“City” means the City of Sedalia, Missouri, a third-class city duly organized and existing under the laws of the State and its successors and assigns.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Treasury Department promulgated thereunder.

“Completion Certificate” means the certificate delivered to the Trustee pursuant to **Section 4.4** of the Lease and **Section 505** of this Indenture evidencing substantial completion of the Project, and acceptance of the Project by the City.

“Completion Date” means the date of completion of the acquisition, construction, improvement, furnishing and equipping of the Project established as such pursuant to **Section 4.4** of the Lease.

“Construction Contracts” means all architect’s and general contractor’s contracts and all prime subcontractor’s contracts and purchase orders for any equipment that have been or will be entered into by the City and that will incorporate the Plans and Specifications related to the Project.

“Construction Period” means the period from the beginning of construction of the Project to the Completion Date.

“Contractor” means any contractor for the Project selected by the City, and its successors and assigns.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for the City or the Trustee.

“Defaulted Interest” means interest on any Certificate that is payable but not paid on the date due.

“Defeasance Obligations” means any of the following obligations:

- (a) Cash.
- (b) U.S. Treasury Certificates, Notes and Bonds.
- (c) Direct obligations of the Treasury that have been stripped by the Treasury itself.
- (d) The interest component of Resolution Funding Corporation (REFCORP) strips that have been stripped by request to the Federal Reserve Bank of New York in book-entry form.
- (e) Pre-refunded municipal bonds pre-refunded with cash or United States Government Obligations.

“Event of Default” means (a) with respect to this Indenture, any Event of Default as described in **Section 901** of this Indenture, and (b) with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

“Event of Nonappropriation” means a nonrenewal of the Lease by the City determined by the failure of the City to appropriate and budget, or the election of the City not to so appropriate and budget, on or before the date required by the laws of the State during the Initial Term or any Renewal Term, moneys sufficient to pay the Rental Payments and reasonably expected Additional Payments due and payable during the next Renewal Term.

“Facilities” means the Project Site, the Project and all additions, modifications, improvements, replacements and substitutions made thereon and thereto, and any additional facilities financed with the

Certificates on the Project Site or other property of the City financed or refinanced pursuant to the Lease, as they may at any time exist.

“Fiscal Year” means the fiscal year adopted by the City for accounting purposes, which as of the execution of this Indenture commences on April 1 of each year and ends on March 31 of the following year.

“Full Insurable Value” means the actual replacement cost of the Facilities insofar as the same may be of an insurable nature less physical depreciation and exclusive of land, excavations, footings, foundations, parking lots and other parts of the Facilities that are not insurable.

“Indenture” means this Trust Indenture dated as of October 1, 2025, as amended and supplemented from time to time by Supplemental Indentures in accordance with the provisions of **Article X** of this Indenture.

“Initial Term” means the initial term of the Lease, which begins on the effective date of the Lease and ends on the last day of the Fiscal Year in which such effective date occurs.

“Interest Component” means the Interest Component of Rental Payments as provided by **Section 5.1** of the Lease and as set forth on **Schedule 4** in the Lease.

“Lease” means the Lease Agreement dated as of October 1, 2025, between the Trustee, as lessor, and the City, as lessee, as from time to time amended and supplemented in accordance with the provisions thereof and of **Article X** of this Indenture.

“Lease Term” means the period from the effective date of the Lease until the expiration thereof which includes the Initial Term and any Renewal Term or Terms as provided in the Lease.

“Lessee” means the City when acting as the lessee under the Lease.

“Lessor” means the Trustee when acting as the lessor under the Lease.

“Mandatory Prepayment Date” means any mandatory prepayment date established pursuant to this Indenture.

“Maximum Lease Term” means the Initial Term and all Renewal Terms through the Renewal Term ending March 31, 2046 (unless otherwise provided in a Supplemental Lease).

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“Net Proceeds” means the gross proceeds from any insurance or condemnation award with respect to the Facilities, less the payment of all expenses (including attorneys’ fees and expenses, Trustee’s fees, costs, charges and expenses, including any extraordinary expenses of the Trustee) incurred in the collection of such gross proceeds.

“Opinion of Counsel” means a written opinion of counsel to the City or the Trustee.

“Option Purchase Price” means the price as specified in **Schedule 4** attached to the Lease which the City may elect to pay to the Trustee to purchase the Facilities from the Trustee on the Optional Prepayment Date immediately following such Optional Purchase Date prior to the scheduled payment of all sums to be paid for the Facilities, all as is more particularly specified in **Schedule 4** attached to the Lease and as such **Schedule 4** may be revised hereafter in accordance with **Section 306** of this Indenture. In the event of a partial prepayment of the Certificates as provided in this Indenture, the Option Purchase Price is required to be recalculated by the Trustee and provided to and binding upon the City as more fully set forth in this Indenture or any Supplemental Indenture and in the Lease.

“Optional Prepayment Date” means any optional prepayment date established pursuant to this Indenture.

“Optional Purchase Date” means any date during the Lease Term as specified in the Lease upon which the City, pursuant to the Lease, may elect to purchase the Facilities for the then applicable Option Purchase Price.

“Outstanding” means, when used with reference to Certificates, as of any particular date of determination, all Certificates theretofore authenticated and delivered under this Indenture, except the following Certificates:

- (a) Certificates theretofore canceled by the Trustee or delivered to the Trustee for cancellation;
- (b) Certificates paid or deemed to be paid in accordance with the provisions of **Article XIII** of this Indenture;
- (c) Certificates alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 210** of this Indenture;
- (d) Certificates in exchange for or in lieu of which other Certificates have been authenticated and delivered pursuant to this Indenture; and
- (e) for purposes of any consent or other action to be taken by the Registered Owners of a specified percentage of Certificates under this Indenture or the Lease, Certificates held by or for the account of the City or any person controlling, controlled by or under common control of the City.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the Trustee and any other bank or trust company designated pursuant to this Indenture as paying agent for any series of Certificates and at which the principal, premium, if any, and interest on any such Certificates shall be payable.

“Permitted Encumbrances” means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent or if delinquent are being contested in accordance with the Lease, (b) this Indenture, (c) the Lease, (d) the Base Lease, (e) any and all Uniform Commercial Code Financing Statements executed to perfect any security interest created in connection with the delivery of the Certificates, (f) utility, access and other easements and rights-of-way, street dedications, mineral rights, restrictions, exceptions and encumbrances that the City certifies in writing will not materially interfere with

or impair the operations being conducted on the Project Site or easements granted to the Trustee, (g) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Facilities 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 Trustee or the City, and (h) items affecting the Project Site that are agreed to in writing by the Trustee (in reliance upon the written direction of the Registered Owners of not less than a majority in aggregate Principal Components of the Certificates Outstanding) and the City.

"Permitted Investments" means any of the following securities and obligations, if and to the extent the same are at the time legal for investment by the City:

- (a) United States Government Obligations.
- (b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service.
- (c) 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 (d) and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City.
- (d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency.
- (e) certificates of deposit or time deposits, 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 or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (d) above, inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits.
- (f) money market mutual funds (1) that invest in such securities as are described above in clauses (a) through (d), and (2) that are rated in one of the two highest categories by a nationally recognized rating service, including those for which the Trustee or an affiliate performs services for a fee, whether as a custodian, transfer agent, investment advisor or otherwise.
- (g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the City from time to time prior to the Completion Date, the same being duly

certified by the Authorized City Representative, which plans and specifications are on file at the principal office of the City and shall be available for reasonable inspection by the Trustee and its duly appointed representatives.

“Prime Rate” means that rate of interest which has most recently been established by the Trustee or its principal banking affiliate, as its prime rate, such Prime Rate to be adjusted on the effective date of any change thereof as announced from time to time by the Trustee or its principal banking affiliate.

“Principal Component” means the Principal Component of Rental Payments as provided for by **Section 5.1** of the Lease and as set forth on **Schedule 4** attached to the Lease.

“Project” means the acquisition, construction, improvement, furnishing and equipping of the improvements described in **Schedule 2** attached to this Indenture or any Supplemental Indenture, pursuant to **Article IV** of the Lease, paid for in whole or in part from the proceeds of Certificates, and all replacements thereof and substitutions therefor made pursuant to the Lease, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease, including, upon the delivery of Additional Certificates, including Project Additions financed with Additional Certificates.

“Project Additions” means all additions, improvements, extensions, alterations, expansions or modifications of the Facilities, or any other property of the City, or any part thereof financed with the proceeds of Additional Certificates delivered pursuant to **Section 209** of this Indenture.

“Project Costs” means all costs of acquisition, construction, improvement, furnishing and equipping of the Project, including the following:

- (a) 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 architects, appraisers, surveyors and engineers in relation to the construction of the Project or the delivery of the Certificates;
- (b) all costs and expenses of every nature incurred with respect to the Project, including the actual cost of labor and materials, as payable to contractors, builders, suppliers, vendors and materialmen in connection with the acquisition, construction, improvement, furnishing and equipping of the Project;
- (c) the cost of insurance policies referred to in **Article VI** of the Lease and any insurance or performance and payment bonds maintained during the Construction Period in accordance with the Lease;
- (d) expenses of administration, supervision and inspection properly chargeable to the Project, underwriting expenses, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee and the Paying Agent to the extent that said fees and expenses are necessary or incident to the delivery and sale of the Certificates or the acquisition, construction, improvement, furnishing and equipping of the Project;
- (e) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (i) the authorization, delivery and sale of the Certificates; (ii) the acquisition, construction, improvement, furnishing and equipping of the Project; and (iii) the financing thereof (including capitalized interest, if any); and

(f) reimbursement to the City 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 as permitted by the Code.

“Project Fund” means the **“Project Fund”** created in **Section 501** of this Indenture.

“Project Site” means the real estate described in **Schedule 1**.

“Purchaser” means the original purchaser of each series of the Certificates.

“Record Date” means the 15th day (whether or not a Business Day) of the calendar month next preceding the month in which each Certificate Payment Date occurs.

“Registered Owner,” “Owner” or **“Certificate Owner”** when used with respect to any Certificate means the Person in whose name such Certificate is registered on the Certificate Register.

“Renewal Term” means the optional renewal terms of the Lease, each being a duration of one year and a term co-extensive with the City’s Fiscal Year.

“Rental Payment Date” means during the Lease Term, any day on or prior to each Certificate Payment Date, and any other date on which any Rental Payments are payable pursuant to the Lease.

“Rental Payments” means the payments described in **Section 5.1** of the Lease.

“Replacement Certificates” means Certificates delivered to the beneficial owners of the Certificates in accordance with **Section 212(b)** of this Indenture.

“S&P” or **“Standard & Poor’s”** means Standard & Poor’s Ratings Services, a separately identifiable business unit within Standard & Poor’s Financial Services LLC, a Delaware limited liability company wholly owned by the McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Trustee.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2025 Certificates” means the City’s Certificates of Participation, Series 2025, delivered pursuant to this Indenture.

“Special Counsel” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys (which is mutually acceptable to the City and the Trustee) of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Special Record Date” means the date fixed by the Trustee pursuant to **Section 204(d)** of this Indenture for the payment of Defaulted Interest.

“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 X** of this Indenture.

“Supplemental Lease” means any agreement supplemental or amendatory to the Lease entered into by the City and the Trustee pursuant to **Article XI** of this Indenture.

“Tax Compliance Agreement” means the Tax Compliance Agreement between the City and the Trustee, entered into in connection with the delivery of each series of Certificates for which the interest component of Rental Payments paid by the City and distributed to the registered owners of the Certificates is excluded from gross income for federal income tax purposes, as from time to time amended in accordance with the provisions thereof.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Indenture and in the Granting Clauses of any Supplemental Indenture.

“Trustee” means BOKF, N.A., in Kansas City, Missouri, 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.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, and such obligations are held in a custodial or trust account for the benefit of the City.

Section 102. Rules of Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Indenture to a particular article, section, other subdivision, exhibit, schedule or appendix shall be construed to be a reference to the specified article, section or other subdivision or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or interest. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole as this Indenture may be amended and not to any particular Article, Section or subdivision.

(c) The section and article headings are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Indenture.

(d) 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.

ARTICLE II

THE CERTIFICATES

Section 201. Title and Amount of Certificates. No Certificates may be delivered under this Indenture except in accordance with the provisions of this Article. The Certificates authorized to be delivered under this Indenture shall be designated as “City of Sedalia, Missouri Certificates of Participation,” with such further appropriate particular designation added to or incorporated in such title for the Certificates of any particular series as may be set forth in the provisions of this Indenture or any Supplemental Indenture authorizing such series. The initial series of Certificates will be authorized pursuant to **Section 208** of this Indenture. Additional Certificates may be delivered as provided in **Section 209** of this Indenture.

Section 202. Limited Obligations.

(a) Each Certificate shall evidence the undivided interest of the Registered Owner thereof in the rights to receive Rental Payments from the City under the Lease. The Certificates are limited obligations and are payable solely out of the Rental Payments and other payments, revenues and receipts derived under the Lease (including, in certain circumstances, Certificate proceeds and income from the temporary investment thereof and Net Proceeds), and are secured by a pledge and assignment of the Trust Estate by the Trustee in favor of the Registered Owners of the Certificates, as provided in this Indenture. Neither the Certificates nor the Rental Payments payable pursuant to the Lease shall constitute a debt or liability of the City beyond the Lease Term in effect at any time and shall not constitute a general obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

(b) No provision, covenant or agreement contained in this Indenture or the Certificates, or any obligation herein or therein imposed upon the City, or any breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit of the City. No officer, employee, agent or board member of the Trustee or the City, nor any person executing the Certificates shall be personally liable with respect to the Certificates by reason of the delivery thereof.

Section 203. Denomination, Numbering and Dating of Certificates. Certificates shall be delivered in the form of fully registered Certificates without coupons in the denomination of \$5,000 or any integral multiple thereof. The Series 2025 Certificates shall be dated and numbered as provided in **Section 208** of this Indenture. Certificates of each series of Additional Certificates shall be dated and numbered as provided in the Supplemental Indenture authorizing such series of Additional Certificates.

Section 204. Method and Place of Payment of Certificates.

(a) The Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for payment of debts due the United States of America.

(b) Amounts representing the Principal Component and premium, if any, payable with respect to the Certificates shall be payable at maturity or upon earlier prepayment by check or draft to the persons in whose names such Certificates are registered on the Certificate Register at the maturity or prepayment date thereof, upon the presentation and surrender of such Certificates at the corporate trust office of the Trustee or of any Paying Agent named in the Certificates or at such other office as the Trustee may indicate.

(c) Amounts representing the Interest Component payable with respect to each Certificate on any Certificate Payment Date shall be paid to the person in whose name such Certificate is registered at the

close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Certificate Register. Upon the request and at the expense of any Registered Owner of Certificates representing at least \$500,000 in Principal Component, payments with respect to the Certificates shall be made by electronic transfer to the bank (which shall be in the continental United States) for credit to the ABA routing number and the account name and account number designated to the Trustee by such Registered Owner no later than five Business Days preceding the Record Date. With respect to any such request, the Registered Owner, at the time of delivery of the disbursement direction, shall (i) certify they have reviewed any wire instructions set forth in such written disbursement direction to confirm such wire instructions are accurate, and (ii) agree they 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.

(d) Defaulted Interest with respect to any Certificate shall cease to be payable to the Owner of such Certificate on the relevant Record Date and shall be payable to the Owner in whose name such Certificate is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The City shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Certificate and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence), and shall deposit with the Trustee at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment; money deposited with the Trustee shall be held in trust for the benefit of the Owners of the Certificates entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment (unless the Trustee agrees to a shorter period). The Trustee shall, at the expense of the City, cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Owner of a Certificate entitled to such notice at the address of such Owner as it appears on the Certificate Register not less than 10 days prior to such Special Record Date.

Section 205. Execution of Certificates.

(a) Each Certificate shall be executed by the manual signature of an authorized signatory of the Trustee. In case any person whose signature appears on any Certificate shall cease to be an authorized signatory before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Certificate may be signed by a person who at the actual time of the execution of such Certificate shall be a person authorized to sign such Certificate although at the date of such Certificate such person may not have been so authorized.

(b) No Certificate shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate shall have been duly executed by the Trustee. Such execution shall be conclusive evidence that such Certificate has been duly executed and delivered under this Indenture. Any Certificate shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign all of the Certificates of any series.

Section 206. Registration, Transfer and Exchange of Certificates.

(a) The Trustee is hereby appointed Certificate Registrar and as such shall keep a Certificate Register for the registration and for the transfer of Certificates as provided in this Indenture. Each

Certificate when delivered shall be registered in the name of the Registered Owner thereof on the Certificate Register.

(b) Any Certificate may be transferred only upon the Certificate Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney or legal representative in a form satisfactory to the Trustee. Upon any such transfer, the Trustee shall execute and deliver in exchange for such Certificate one or more new fully registered Certificates, registered in the name of the designated transferee, of any authorized denomination and of like series, maturity and aggregate stated principal amount.

(c) Any Certificate, upon surrender thereof to the Trustee, together with an assignment duly executed by the Registered Owner or his attorney or legal representative in a form satisfactory to the Trustee, may, at the option of the Registered Owner thereof, be exchanged for one or more Certificates of any authorized denomination and of like series, maturity and aggregate stated principal amount.

(d) When any Certificate is surrendered for exchange or transfer hereunder, the Trustee shall execute and deliver one or more new Certificates at the earliest practicable time in accordance with the provisions of this Indenture. All Certificates surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The Trustee may make a charge to the Registered Owner requesting the same for every such exchange or transfer of Certificates sufficient to reimburse it for any tax 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 Certificate shall be delivered. The fees and charges of the Trustee for making any transfer or exchange hereunder and the expense of any certificate printing necessary to effect such transfer or exchange shall be paid by the City as Additional Payments. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Registered Owner hereunder or with respect to the Certificates.

(e) At reasonable times and under reasonable regulations established by the Trustee, the Certificate Register may be inspected and copied by the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Certificates then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(f) The Trustee shall not be required to register the transfer of or exchange any Certificate after notice calling such Certificate or portion thereof for prepayment has been given or during the period of fifteen days next preceding the first mailing of such notice of prepayment.

Section 207. Persons Deemed Registered Owners of Certificates. The person in whose name any Certificate shall be registered as shown on the Certificate Register shall be deemed and regarded as the absolute Registered Owner thereof for all purposes, and payment of any amount representing principal, premium, if any, or interest with respect to such Certificate shall be made only to or upon the order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability represented by such Certificate to the extent of the sum or sums so paid.

Section 208. Authorization of Series 2025 Certificates.

(a) There shall be initially delivered and secured by this Indenture a series of Certificates in the aggregate principal amount of \$15,755,000 for the purpose of providing funds to pay Project Costs, which series of Certificates shall be designated "City of Sedalia, Missouri Certificates of Participation, Series 2025" (herein called the "**Series 2025 Certificates**"). The Series 2025 Certificates shall be

substantially in the form set forth in **Exhibit A** attached hereto. The Series 2025 Certificates shall be numbered from 1 consecutively upward, with the number on each Series 2025 Certificate preceded by the letter “**R**”. The Series 2025 Certificates shall be dated the date of their delivery, shall mature on September 1 in the following years and stated principal amounts (subject to prior prepayment as hereinafter provided in **Article III**), and shall evidence interests in the right to receive a proportionate share of the Rental Payments (determined by reference to such stated principal amounts with interest thereon at the following respective rates per annum):

SERIAL CERTIFICATES

<u>Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2026	\$	
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		

Interest Components with respect to the Series 2025 Certificates shall be computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Certificate Payment Date to which interest has been paid or duly provided for and shall be payable semiannually on March 15 and September 15 in each year, beginning on March 15, 2025.

(b) The Trustee is hereby designated as the Paying Agent for the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Series 2025 Certificates.

(c) The Series 2025 Certificates shall be delivered to the Trustee for execution substantially in the form set forth in **Article IV** together with the following items:

(1) An original or certified copy of the ordinance adopted by the City Council of the City approving the delivery of the Series 2025 Certificates and authorizing the execution of the Base Lease, the Lease, this Indenture and the Tax Compliance Agreement;

(2) An original executed counterpart of this Indenture;

- (3) An original executed counterpart of the Lease;
- (4) An original executed counterpart of the Base Lease;
- (5) An original executed counterpart of the Tax Compliance Agreement;
- (6) A request and authorization to the Trustee on behalf of the City, executed by an Authorized City Representative, to execute the Series 2025 Certificates and to deliver the Series 2025 Certificates to or upon the order of the Purchaser upon payment of the purchase price thereof. 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;
- (7) An opinion of Special Counsel to the effect that the Series 2025 Certificates represent valid and legally binding, undivided interests in the rights to receive Rental Payments from the City under the Lease, and that the Interest Component of the Rental Payments is excludable from gross income for federal income tax purposes;
- (8) An ALTA owner's title insurance policy, or commitment therefor, in form and substance acceptable to the Purchaser, satisfying the requirements of **Section 3.7** of the Base Lease; and
- (9) Such other certificates, statements, receipts, opinions and documents as the Trustee, the Purchaser or Special Counsel shall reasonably require for the delivery of the Series 2025 Certificates.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Series 2025 Certificates shall have been executed as required by this Indenture, the Trustee shall deliver the Series 2025 Certificates to or upon the order of the Purchaser upon payment of the purchase price of the Series 2025 Certificates. The net proceeds of the sale of the Series 2025 Certificates, including accrued interest and premium thereon, if any, shall be deposited and applied in accordance with **Article V** hereof.

Section 209. Authorization of Additional Certificates.

(a) Additional Certificates may be delivered under and be equally and ratably secured by this Indenture on a parity with the Series 2025 Certificates and any other Additional Certificates Outstanding, at any time and from time to time while no Event of Default or Event of Nonappropriation has occurred and is continuing under the Indenture, upon compliance with the provisions of this Section, for any of the following purposes:

- (1) To provide funds to pay the costs of completing the Project, the total of such costs to be evidenced by a certificate signed by an Authorized City Representative;
- (2) To provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof, but only to the extent that such costs exceed the Net Proceeds of the insurance or condemnation awards out of which such costs are to be paid pursuant to **Article VIII** of the Lease;

(3) To provide funds to pay all or any part of the costs of acquisition, construction, furnishing and equipping of Project Additions or other facilities, all as the City may deem necessary or desirable;

(4) To provide funds for refunding all or any portion of the Certificates of any series then Outstanding, including the payment of any premium thereon and interest to accrue to the designated prepayment date and any expenses in connection with such refunding; or

(5) Any other lawful purpose for the benefit of the City.

The principal amount of any Additional Certificates may include an amount sufficient to pay the costs and expenses of delivery, a funding of a reserve account, if required, and such capitalized amounts as are permitted by law.

(b) Before any Additional Certificates shall be delivered under the provisions of this Section, the City shall adopt an ordinance (i) authorizing or approving the delivery of such Additional Certificates and fixing the amount and terms thereof and describing the purpose or purposes for which such Additional Certificates are being delivered or describing the Certificates to be refunded, (ii) authorizing or approving the execution of a Supplemental Indenture for the purpose of delivering such Additional Certificates, (iii) authorizing the execution of an amendment to the Lease to provide for Rental Payments at least sufficient to pay the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates then to be Outstanding (including the Additional Certificates to be delivered) as the same become due, (iv) authorizing the execution of an amendment to the Base Lease, if appropriate, to extend the term thereof and to add real property subject to the terms thereof, and (v) for such other matters as are appropriate because of the delivery of the Additional Certificates proposed to be delivered which, in the judgment of the City, are not to the prejudice of the City or do not materially and adversely the security for the Registered Owners of the Certificates previously delivered.

(c) Additional Certificates shall be dated and numbered, shall be stated to mature in such year or years, shall provide for amounts representing Interest Components at such rate or rates not exceeding the maximum rate then permitted by law, and shall be prepayable at such times and prices, as may be provided by the Supplemental Indenture authorizing the delivery of such Additional Certificates. Except as to any difference in date, maturity, interest rate or prepayment provisions, such Additional Certificates shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2025 Certificates and any other Additional Certificates Outstanding after the delivery of such Additional Certificates. If such Additional Certificates are to be secured by a reserve fund, such fund shall be fully funded to any reserve requirement set at the time of delivery of such Additional Certificates.

(d) Such Additional Certificates shall be executed substantially in the form and manner set forth in this Article and **Article IV** of this Indenture, upon filing the following items with the Trustee:

(1) An original or certified copy of the Ordinance adopted by the City Council of the City approving the delivery of such Additional Certificates pursuant to such Supplemental Indenture and authorizing the execution of any amendment of the Lease and/or the Base Lease;

(2) An original executed counterpart of the Supplemental Indenture providing for the delivery of the Additional Certificates;

(3) An original executed counterpart of the amendment to the Base Lease, if required, and the Lease, if required, which amendment to the Lease shall clearly establish that the City has

agreed that the Additional Certificates shall constitute Certificates for the purpose of computing the required Rental Payments;

(4) A request and authorization to the Trustee, on behalf of the City, executed by an Authorized City Representative, to execute the Additional Certificates and to deliver said Additional Certificates to or upon the order of the purchaser thereof upon payment of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the purchaser and the amount of such purchase price;

(5) An opinion of Special Counsel to the effect that the delivery of such Additional Certificates represent valid and legally binding proportionate interests in the rights to receive Rental Payments from the City under the Lease and, except with respect to those Certificates delivered with Interest Components which are includable in gross income for federal income tax purposes, that the delivery of such Additional Certificates will not cause the Interest Component of the Rental Payments represented by any Certificates then Outstanding (including such Additional Certificates) to become includable in gross income for federal income tax purposes;

(6) In the case of Additional Certificates being delivered to refund Outstanding Certificates, such additional documents as shall be reasonably required by the Trustee to evidence that provision has been duly made in accordance with the provisions of **Article XII** of this Indenture for the payment of all of the Certificates to be refunded;

(7) Additional Certificates may be delivered without notice to or the consent of the Registered Owners of the Certificates (a) if the Additional Certificates are being issued to refund Certificates providing present value debt service savings for the City or (b) for Additional Certificates issued in the principal amount, together with other Certificates then Outstanding, not to exceed [\$20,000,000].

(8) The Opinions of Counsel required by **Section 1003** and **Section 1103** of this Indenture; and

(9) Such other certificates, statements, receipts, opinions and documents as the City, the Trustee or Special Counsel shall reasonably require for the delivery of such Additional Certificates.

(e) When the documents described in subsection (d) of this Section shall have been filed with the Trustee, and when such Additional Certificates shall have been executed as required by this Indenture, the Trustee shall deliver such Additional Certificates to or upon the order of the purchaser thereof upon payment of the purchase price of such Additional Certificates. The proceeds of the sale of such Additional Certificates, except Additional Certificates delivered to refund Outstanding Certificates, including any accrued interest and premium thereon, shall be deposited in accordance with the provisions of this Indenture and as provided by the Supplemental Indenture authorizing the delivery of such Additional Certificates. The proceeds of all Additional Certificates delivered to refund Outstanding Certificates shall be deposited by the Trustee, together with other available funds, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, to be held in trust for the sole and exclusive purpose of paying the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates to be refunded, as provided in **Section 1302** of this Indenture and in the Supplemental Indenture authorizing the delivery of such Additional Certificates.

Section 210. Mutilated, Lost, Stolen or Destroyed Certificates. In the event any Certificate is mutilated, lost, stolen or destroyed, the Trustee shall execute and deliver a new Certificate of like series,

date and tenor as the Certificate mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Certificate, such mutilated Certificate shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Certificate, there shall be first furnished to the Trustee evidence satisfactory to the Trustee of such loss, theft or destruction, together with indemnity satisfactory to Trustee. In the event any such Certificate shall have matured or has been designated for prepayment, such Certificate may be paid without surrender thereof or delivery of a new Certificate. Upon the delivery of any substitute Certificate, the Trustee may require the payment of an amount sufficient to reimburse 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 211. Cancellation and Destruction of Certificates Upon Payment. All Certificates which have been paid or prepaid or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled by the Trustee immediately upon such payment, prepayment or purchase and the surrender thereof to the Trustee. All Certificates canceled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Certificates so destroyed and shall file an executed counterpart of such certificate with the City.

Section 212. Certificates Delivered in Book-Entry Form.

(a) In such case, the Certificates shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Certificates, except in the event the Certificate Registrar delivers Replacement Certificates as provided in subsection (b) of this Section. It is anticipated that during the term of the Certificates, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Certificates to the Participants until and unless the Certificate Registrar authenticates and delivers Replacement Certificates to the Beneficial Owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Certificates being delivered to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Certificates, or (2) if the Certificate Registrar receives written notice from Participants having interests in not less than 50% of the Certificates Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Certificates being delivered to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Certificates, then the Certificate Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Certificate Registrar shall register in the name of and authenticate and deliver Replacement Certificates to the Beneficial Owners or their nominees in Principal Components representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued Interest Components and previous calls for prepayment; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Certificate Registrar, may select a successor securities depository in accordance with **Section 212(c)** below to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Certificate is registered in the name of the Securities Depository or its nominee. Upon the delivery of Replacement Certificates, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Certificate Registrar, to the extent applicable with respect to such Replacement Certificates. If the Securities Depository resigns and the City, the Certificate Registrar

or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 212(c)**, then the Certificate Registrar shall authenticate and cause delivery of Replacement Certificates to Owners, as provided herein. The Certificate Registrar may rely on information from the Securities Depository and its Participants as to the names and addresses of and the amounts held by the Beneficial Owners of the Certificates. The cost of printing, registration, authentication and delivery of Replacement Certificates shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Certificate Registrar and the City receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Certificate Registrar upon its receipt of a Certificate or Certificates for cancellation shall cause the delivery of Certificates to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

PREPAYMENT OF CERTIFICATES

Section 301. Prepayment of Certificates Generally. The Series 2025 Certificates shall be subject to prepayment prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Certificates shall be subject to prepayment prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Certificates.

Section 302. Prepayment of Series 2025 Certificates.

(a) **Optional Prepayment.** The Series 2025 Certificates are subject to prepayment on and after [September 15, 20__] as a whole or in part at any time at 100% of the Principal Component represented thereby, plus the Interest Component accrued thereon to the prepayment date.

(b) **Extraordinary Optional Prepayment.** The Certificates shall be subject to prepayment prior to the stated maturity thereof, upon instructions from the City, in whole or in part on any date, at a prepayment price equal to 100% of the principal amount of the Certificates to be prepaid plus interest accrued thereon to the prepayment date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the Facilities is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
- (2) if title to all or substantially all of the Facilities is found to be deficient or nonexistent to the extent that the efficient utilization of the Facilities by the City is impaired;
- (3) if all or substantially all of the Facilities is damaged or destroyed by fire or other casualty; or

(4) if as a result of changes in the constitution of the State, or of legislative or administrative action by the State or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, the Base Lease, the Lease or this Indenture shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way, by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City with respect to the Base Lease, the Lease or this Indenture.

Section 303. Selection of Certificates to Be Prepaid.

(a) Certificates shall be prepaid only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Certificates of any series are to be prepaid prior to maturity (other than by mandatory sinking fund prepayment, if any), the City shall designate which maturities of such series of the Certificates shall be prepaid. Certificates to be prepaid of less than a full maturity shall be selected by the Trustee in \$5,000 units of face value by lot or in such other equitable manner as the Trustee may determine.

(b) In the case of a partial prepayment of Certificates when Certificates of denominations greater than \$5,000 units of face value are then Outstanding, then for all purposes in connection with such prepayment, each \$5,000 unit of face value shall be treated as though it were a separate Certificate. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Certificate is selected for prepayment, then upon notice of intention to prepay such \$5,000 unit or units, the Registered Owner of such Certificate or his duly authorized agent shall forthwith present and surrender such Certificate to the Trustee (1) for payment of the prepayment price (including amounts representing premium, if any, and Interest Components to the date fixed for prepayment) of the \$5,000 unit or units of face value called for prepayment, and (2) for exchange, without charge to the Registered Owner thereof, for a new Certificate or Certificates of the aggregate principal amount of the unprepaid portion of the principal amount of such Certificate. If the Registered Owner of any such Certificate of a denomination greater than \$5,000 fails to present such Certificate to the Trustee for payment and exchange as aforesaid, such Certificate shall, nevertheless, become due and payable on the prepayment date to the extent of the \$5,000 unit or units of face value called for prepayment (and to that extent only).

Section 304. Trustee's Duty to Prepay Certificates.

(a) The Trustee shall call Certificates for prepayment and payment as herein provided and shall give notice of prepayment as provided in **Section 305** upon receipt by the Trustee at least 35 days prior to the prepayment date of a written request of the City. Such request shall specify the principal amount of Certificates of each maturity to be called for prepayment, the applicable prepayment price or prices and the above-mentioned provision or provisions pursuant to which such Certificates are to be called for prepayment. The Trustee shall be entitled to rely conclusively on such written request in exercising its duty to give notice of the call for such prepayment as provided in **Section 305**.

(b) Reference is hereby made to **Section 5.6** of the Lease, wherein the City is given the right to direct the Trustee to prepay Certificates under certain circumstances under the foregoing provisions of this Article. The Trustee shall comply with any direction of the City given pursuant to said **Section 5.6** of the Lease upon satisfaction of the conditions specified therein precedent to the City's right to direct such a prepayment.

Section 305. Notice and Effect of Call for Prepayment. Official notice of any prepayment shall be given by the Trustee by mailing a copy of an official prepayment notice at least 20 days prior to the date fixed for prepayment by first class mail to the Purchaser of the Certificates and the Registered

Owner of the Certificate or Certificates to be prepaid, unless waived by any Registered Owner thereof, at the address shown on the Certificate Register as of the date of the notice.

All official notices of prepayment shall be dated and shall state:

- (1) the prepayment date,
- (2) the prepayment price,
- (3) if less than all Outstanding Certificates are to be prepaid, the identification number, series, maturity date (and, in the case of partial prepayment of any Certificates, the respective principal amounts) of the Certificates to be prepaid,
- (4) that on the prepayment date the prepayment price will become due and payable upon each such Certificate or portion thereof called for prepayment, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Certificates are to be surrendered for payment of the prepayment price, which place of payment shall be the corporate trust office of the Trustee or such other office as the Trustee shall designate.

With respect to optional prepayments, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the prepayment date in an amount sufficient to pay the prepayment price on the prepayment date. If such notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the prepayment price will not be on deposit on the prepayment date, or such moneys are not received on the prepayment date, then such notice shall be of no force and effect, the Trustee shall not prepay such Certificates and the Trustee shall give notice, in the same manner in which the notice of prepayment was given, that such moneys were not or will not be so received and that such Certificates will not be prepaid.

The failure of any Owner of Certificates to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the prepayment of any Certificates.

On or prior to any prepayment date, funds shall be on deposit with the Trustee which are sufficient to pay the prepayment price of all the Certificates or portions of Certificates that are to be prepaid on that date in addition to any amounts therein required for regularly scheduled payments of amounts representing Principal and Interest Components with respect to the Certificates.

Official notice of prepayment having been given as aforesaid, the Certificates or portions of Certificates so to be prepaid shall, on the prepayment date, become due and payable at the prepayment price therein specified, and from and after such date (unless the City shall default in the payment of the prepayment price), the Registered Owners of such Certificates or portion of Certificates shall no longer be entitled to receive any additional Interest Component of the Rental Payments. Upon surrender of such Certificates for prepayment in accordance with said notice, such Certificates shall be paid by the Trustee at the prepayment price. Installments of Interest Components due on or prior to the prepayment date shall be payable as herein provided for payment of Interest Components. Upon surrender for any partial prepayment of any Certificate, there shall be prepared for the Registered Owner a new Certificate or Certificates of the same maturity in the amount of the unpaid principal. All Certificates which have been prepaid shall be canceled and destroyed by the Trustee and shall not be redelivered.

Upon the happening of the above conditions, and notice having been given as provided above, the Registered Owners of such Certificates or portion of the Principal Component with respect to the Certificates thus called for prepayment shall no longer be entitled to receive any additional Interest Component of the Rental Payments after the specified prepayment date, and such Certificates or portion of the Principal Component with respect to the Certificates thus called for prepayment 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.

Any defect in any notice or the failure of any parties to receive any notice of prepayment shall not cause any Certificate called for prepayment to remain Outstanding.

For so long as the Securities Depository is effecting book-entry transfers of the Certificates, the Certificate Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Certificate (having been mailed notice from the Certificate Registrar, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Certificate so affected, shall not affect the validity of the prepayment of such Certificate.

Section 306. Revised Schedule of Rental Payments and Option Purchase Price. Upon partial prepayment of Certificates, the Trustee shall provide the City with a revised schedule of Rental Payments and a revised schedule setting forth the Option Purchase Price which schedule shall take into account such prepayment or delivery and shall be and become for all purposes thereafter included in **Schedule 4** to the Lease; provided, however, that nothing herein shall be construed to authorize or permit a revision of the Optional Purchase Dates from those originally provided in the Lease.

ARTICLE IV

FORM OF CERTIFICATES

Section 401. Forms Generally. The Certificates shall be in substantially the form set forth in **Exhibit A** to this Indenture. Any Additional Certificates shall also be in substantially the form set forth in **Exhibit A**, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Certificates 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 requirement of law with respect thereto.

ARTICLE V

CREATION OF FUNDS; CUSTODY AND APPLICATION OF CERTIFICATE PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City to be designated as follows:

- (a) Certificate Fund; and
- (b) Project Fund.

Within each Fund created hereunder, a separate account shall be created for each series of Certificates. The Trustee is authorized to segregate moneys within such accounts, as instructed by the City, as necessary, on a book-entry basis or in such other manner as the Trustee may deem necessary or convenient.

Section 502. Allocation of Certificate Proceeds. The net proceeds received from the sale of the Series 2025 Certificates, shall be deposited or applied simultaneously with the delivery of the Series 2025 Certificates, in the Project Fund.

Section 503. Deposits into the Project Fund. The following moneys shall be paid over to and deposited by the Trustee in the applicable subaccount of the Project Fund, as and when received:

(a) The proceeds from the sale of the Series 2025 Certificates, to the extent required by **Section 502** hereof.

(b) The proceeds from the sale of Additional Certificates (except Additional Certificates delivered to refund Outstanding Certificates), to the extent provided in the Supplemental Indenture authorizing such Additional Certificates;

(c) The Net Proceeds of casualty insurance, title insurance or condemnation awards required to be deposited into the Project Fund pursuant to the Lease;

(d) All payment and performance and labor and material bond payments and any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Lease; and

(e) Except as otherwise provided herein or in the Lease, any other moneys received by or to be paid to the Trustee from any other source for the acquisition, construction, improvement, furnishing and equipping of the Project, to the extent directed in writing by the Authorized City Representative to be deposited into the Project Fund.

Section 504. Disbursements from the Project Fund.

(a) So long as no Event of Default or Event of Nonappropriation has occurred and is continuing, the money in the Project Fund shall be disbursed by the Trustee for the payment of remaining Project Costs upon receipt of requisition certificates in substantially the form attached to the Lease as **Schedule 3**, and signed by an Authorized City Representative. All disbursements of Project Fund moneys shall, at the option of the City, be made either directly to the appropriate payees or to the City for reimbursement of Project Costs. The Trustee hereby covenants and agrees to disburse such money in accordance with the provisions of this Section. In making disbursements for Project Costs, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such requisition certificate without inquiry or investigation if such requisition certificate is signed by the Authorized City Representative. It is understood that the Trustee shall not make any inspections of the Project nor any improvements thereon, make any provision to obtain completion certificates, mechanic's or materialmen's lien releases or otherwise supervise any phase of the acquisition, construction, improvement, furnishing or equipping of the Project. The receipt of a requisition signed by the 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.

(b) The Trustee shall keep and maintain adequate records pertaining to the Project Fund (and the subaccounts therein), earnings thereon and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs filed as provided in **Section 505** below, the Trustee shall file with the City a final statement of receipts and disbursements with respect thereto.

Section 505. Disposition upon Completion of the Project. The completion of the Project and payment of all costs and expenses incidental thereto shall be evidenced by the filing with the Trustee by the Authorized City Representative of the Completion Certificate required by **Section 4.4** of the Lease. As soon thereafter as practicable, any balance remaining in the Project Fund (other than amounts retained by the Trustee as specified in said certificate) shall without further authorization be deposited in the applicable subaccount of the Certificate Fund and applied by the Trustee as directed by the City in writing solely (i) to pay amounts representing Principal Component or premium, if any, with respect to the Certificates upon the payment or prepayment thereof at the earliest date permissible under the terms of this Indenture, or (ii) at the option of the City, to purchase Certificates at such earlier date or dates as the City may elect. The balance remaining in the Project Fund and transferred to the Certificate Fund shall be invested in accordance with the written direction of the City. Any investment direction of the City shall be in compliance with the Tax Compliance Agreement. Any earnings on such investments may be applied to pay amounts representing Principal Components, premium, if any, or Interest Components with respect to the Certificates. Any Certificates purchased by the Trustee pursuant to this provision with moneys from the Certificate Fund will be deemed canceled. From time to time as the proper disposition of the amounts retained by the Trustee and specified in said certificate shall be determined, to the extent that such amounts are not paid out by the Trustee pursuant to **Section 504** of this Indenture, the City shall so notify the Trustee by one or more certificates as aforesaid and amounts from time to time no longer to be so retained by the Trustee shall be so deposited in the applicable subaccount of the Certificate Fund and applied by the Trustee as aforesaid.

Section 506. Disposition upon Acceleration. If the Certificates shall have become due and payable pursuant to **Section 802** of this Indenture, upon the date of payment by the Trustee of any money due as hereinafter provided in **Article IX** of this Indenture, any balance remaining in the Project Fund shall without further authorization be deposited in the applicable subaccount of the Certificate Fund by the Trustee with written notice to the City of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits into the Certificate Fund. The Trustee shall deposit into the applicable subaccount of the Certificate Fund, as and when received, the following moneys:

- (a) All Rental Payments payable by the City to the Trustee specified in the Lease;
- (b) Any amount remaining in the Project Fund to be transferred to the Certificate Fund pursuant to **Section 505** of this Indenture upon completion of the Project and any amount remaining in the Project Fund to be transferred to the Certificate Fund pursuant to **Section 506** of this Indenture upon acceleration of the maturity of any of the Certificates;
- (c) The balance of any Net Proceeds of insurance or condemnation awards received by the Trustee pursuant to **Article VIII** of the Lease;
- (d) All interest and other income derived from investments of moneys required to be transferred to the Certificate Fund as provided in **Section 702** of this Indenture; and

(e) All other moneys received by the Trustee when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Certificate Fund.

Section 602. Application of Moneys in the Certificate Fund.

(a) Except as provided in this Section and in **Section 807** of this Indenture, moneys in the Certificate Fund shall be expended solely for (1) the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates as the same mature and become due or upon the prepayment thereof, or (2) to purchase Certificates for cancellation prior to maturity.

(b) The Trustee is hereby authorized and directed to withdraw sufficient moneys from the applicable subaccount of the Certificate Fund to pay the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates as the same become due and payable and to make said moneys available to the Paying Agent for the purpose of paying such amounts.

(c) The Trustee, upon written direction of the City, shall use any moneys in the Certificate Fund (1) to prepay all or part of the Certificates Outstanding and the Interest Component of Rental Payments to accrue with respect thereto prior to such prepayment, in accordance with and to the extent permitted by **Article III** of this Indenture so long as the City 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 Certificates theretofore matured or called for prepayment, and (2) to pay past due interest in all cases when such Certificates have not been presented for payment. The City may cause such excess moneys in the Certificate Fund or such part thereof or other moneys of the City, as the City may direct, to be applied by the Trustee to purchase Certificates in the open market for the purpose of cancellation, at prices not exceeding the principal amount thereof plus interest accrued with respect thereto to the date of delivery for cancellation.

(d) After payment or provision for payment in full of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates, and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Certificate Fund shall be paid to the City.

Section 603. Payments Due on Days Other than Business Days. In any case where any amount representing Principal Component, premium, if any, or Interest Component with respect to any Certificate is payable on a day other than a Business Day, then such amounts with respect to the Certificates 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 when due, and no interest shall accrue for the period after such date.

Section 604. Nonpresentment of Certificates. In the event that any Certificate is not presented for payment when the Principal Component and premium, if any, with respect thereto becomes due, whether at maturity, upon prepayment or otherwise, or at the date fixed for prepayment thereof, if funds sufficient to pay such Certificate shall have been made available to the Trustee, all liability of the City to the Registered Owner thereof for the payment of such Certificate shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for Interest Components with respect thereto, for the benefit of such Registered Owner of such Certificate, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture with respect to such Certificate. If any Certificate is not presented for payment within one year following the date when such Certificate becomes due, whether by maturity, upon prepayment or otherwise, the Trustee upon the request of the City shall repay to the City without liability for interest thereon the funds theretofore held by the Trustee for payment of such Certificate, and such Certificate shall,

subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City 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 MONEYS

Section 701. Moneys to Be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any Fund under any provision of this Indenture, and all moneys deposited with or paid to any 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 so provided, shall constitute part of the Trust Estate and be subject to the lien of this Indenture. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys except as provided herein.

Section 702. Investment of Moneys in Funds.

(a) Money in the Funds held by the Trustee hereunder shall, pursuant to the City's direction given by the Authorized City Representative, confirmed in writing, and subject to the Tax Compliance Agreement, be separately invested and reinvested by the Trustee in Permitted Investments which mature or are subject to prepayment by the holder prior to the date when such money will be needed or, if such written directions are not received, then the Trustee shall hold such moneys in uninvested cash. After the Trustee has notice pursuant to **Section 901(h)** of this Indenture of the existence of an Event of Default or an Event of Nonappropriation, the Trustee shall direct the investment of money in the Funds held by it hereunder. The Trustee shall sell and reduce to cash a sufficient amount of such Permitted Investments whenever the cash balance in any Fund is insufficient for the purposes of such Fund. 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. The Trustee shall be entitled to rely on any written investment direction of an Authorized City Representative as to the suitability and legality of such directed investment and, if the Interest Component of Rental Payments is excluded from gross income for federal income tax purposes, that such written investment direction complies with the requirements of the Tax Compliance Agreement.

(b) Any Permitted Investments shall be held by or under the control of the Trustee and will be deemed at all times to be a part of the Fund in which such money is originally held. The interest earnings and any profit realized from Permitted Investments in any Fund hereunder shall be credited to the applicable subaccount of the Certificate Fund. However, prior to the Completion Date, the City may, in its sole discretion, direct the Trustee in writing to deposit all interest earnings and profit realized from Permitted Investments to the applicable subaccount of the Project Fund. Any loss resulting from Permitted Investments shall be charged to the applicable Fund.

(c) In determining the balance in any Fund, investments in such Funds shall be valued at the lower of their original cost or their fair market value as of the most recent Record Date, or as frequently as deemed necessary.

(d) Although the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City hereby agrees that confirmations of Permitted Investments are not required to be issued by the Trustee for each month in which a monthly

statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

ARTICLE VIII

DEFAULT AND REMEDIES

Section 801. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an Event of Default under this Indenture:

- (a) Default in the due and punctual payment of any amount representing Interest Components with respect to any Certificate;
- (b) Default in the due and punctual payment of any amount representing Principal Components or premium, if any, with respect to any Certificate, whether at maturity, upon prepayment or otherwise;
- (c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the City in this Indenture or in the Certificates contained (other than a default described in (a) or (b) above) or in any other document or instrument that secures or otherwise relates to the obligations hereby secured, and the continuance thereof for a period of 30 days after written notice thereof shall have been given to the City by the Trustee, or to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Registered Owners of not less than 25% in aggregate principal amount of Certificates then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected, so long as said default is corrected within 60 days after written notice thereof was first given as hereinabove provided unless the Trustee otherwise consents; or
- (d) An Event of Default as specified in **Section 12.1** of the Lease shall have occurred.

Section 802. Acceleration of Maturity.

- (a) If an Event of Default or an Event of Nonappropriation shall have occurred and be continuing, (1) the Trustee may, and (2) the Trustee shall, at the written direction of the Registered Owners of not less than 25% in aggregate principal amount of Certificates then Outstanding, by notice in writing delivered to the City, declare the Rental Payments and Additional Payments payable during the current Renewal Term immediately due and payable, and such Rental Payments and Additional Payments shall thereupon become and be immediately due and payable, anything in this Indenture or in the Certificates to the contrary notwithstanding.
- (b) If, at any time after such declaration, but before the Certificates shall have matured by their terms, all overdue installments representing Principal and Interest Components with respect to the Certificates, together with the reasonable and proper costs, charges, fees and expenses of the Trustee, and all other sums then payable by the City under this Indenture either has been paid or provision satisfactory to the Trustee for such payment has been made, then and in every such case the Trustee shall, upon the written request of the Registered Owners of not less than a majority in aggregate Principal Components of the Certificates 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 Rental Payments made pursuant to **Section 12.2** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or Event of Nonappropriation or impair any right consequent thereon.

Section 803. Surrender of Possession of Facilities; Rights and Duties of Trustee in Possession. If an Event of Default or an Event of Nonappropriation shall have occurred and be continuing, the City, upon written 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 the Facilities, together with the books, records and accounts of the City pertaining thereto, and the Trustee may exercise all rights under this Indenture, the Lease and/or the Base Lease, and to hold, operate and manage the Facilities, and the right from time to time to make all needful repairs and improvements as shall be deemed wise by the Trustee; and the Trustee may lease the Facilities or any part thereof, and collect, receive and sequester the payments, 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 (i) reasonable compensation to the Trustee, its agents and counsel, (ii) any charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this Indenture or the leasehold interest granted by the Base Lease, which the Trustee may deem it wise to pay, and (iv) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 808** of this Indenture. Whenever all amounts with respect to the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates shall have been paid and all defaults made good, the Trustee shall surrender possession of the Facilities to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default or Event of Nonappropriation. While in possession of such property, the Trustee shall render annually to the City a summarized statement of receipts and expenditures in connection therewith.

Section 804. Appointment of Receivers. If an Event of Default or an Event of Nonappropriation shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights and remedies of the Trustee and of the Registered 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 805. Exercise of Remedies by the Trustee.

(a) If an Event of Default or Event of Nonappropriation has occurred and is continuing, (1) the Trustee may, and (2) the Trustee shall, upon the written request of the Registered Owners of not less than 25% in aggregate principal amount of Certificates then Outstanding, and upon being indemnified as provided in **Section 901(l)** of this Indenture, pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and remedies conferred by this Indenture, the Lease and the Base Lease as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Registered Owners, to enforce the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates then Outstanding and to enforce and compel the performance of the duties and obligations of the City under the Lease.

(b) All rights of action under this Indenture or under any of the Certificates may be enforced by the Trustee without the possession of any of the Certificates 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 Registered Owners of the Certificates, and any recovery of judgment shall, subject to the provisions of **Section 808** of this Indenture, be for the equal benefit of all the Registered Owners of the Outstanding Certificates.

Section 806. Limitation on Exercise of Remedies by Registered Owners. No Registered 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) an Event of Default or Event of Nonappropriation has occurred of which the Trustee has been notified or is deemed to have notice as provided in **Section 901(h)** of this Indenture, (b) the Registered Owners of not less than 25% in aggregate principal amount of Certificates then Outstanding shall have made written request to the Trustee and have furnished the Trustee reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have furnished to the Trustee indemnity as provided in **Section 901(i)** of this Indenture, and (c) the Trustee thereafter fails or refuses to exercise the powers and remedies herein granted or to institute such action, suit or proceeding in its own name. No one or more Registered Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided. 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 Registered Owners of all Certificates then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Registered Owner to payment of amounts representing Principal Component, premium, if any, and Interest Components of the Rental Payments represented by any Certificate at and after the maturity thereof or the obligation of the City to provide for payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by any Certificate delivered hereunder to the respective Registered Owners thereof at the time, place, from the source and in the manner herein and in the Certificates expressed.

Section 807. Right of Registered Owners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Registered Owners of not less than a majority in aggregate Principal Components with respect to the Certificates then Outstanding shall have the right at any time, upon an Event of Default or an Event of Nonappropriation, by an instrument or instruments in writing executed and delivered to the Trustee, to 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 to the extent not inconsistent with this Section.

Section 808. Application of Moneys in Event of Default or Event of Nonappropriation.

(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 the costs, fees, charges, and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee, including any attorneys' fees and expenses, be deposited in the applicable subaccount of the Certificate Fund. All moneys so deposited in the Certificate Fund shall be applied as follows:

(1) Unless any of the Principal Components with respect to any Certificates shall have become or shall have been declared due and payable, all such moneys shall be applied:

First -- To the payment to the persons entitled thereto of all installments of amounts representing Interest Components then due and payable with respect to any Certificates, in the order in which such interest installments 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 Interest Component installment, to the persons entitled thereto, without any discrimination or privilege; and

Second -- To the payment to the persons entitled thereto of the unpaid amounts representing Principal Components with respect to any of the Certificates which have become due and payable (other than Certificates called for prepayment 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 amounts representing Principal Components due with respect to Certificates on any particular date, then to the payment, ratably, according to the amount of Principal Components due on such date, to the persons entitled thereto without any discrimination or privilege.

(2) If any of the Principal Component of the Rental Payments represented by the Outstanding Certificates has become due or been declared due and payable, all such moneys shall be applied to the payment of the amounts then due and unpaid with respect to such Certificates, without preference or priority of Principal Component over Interest Component or of Interest Component over Principal Component or of any installment of Interest Component over any other installment of Interest Component or of any Certificate over any other Certificate, ratably, according to the amounts due respectively for the Principal Component and Interest Component, to the persons entitled thereto, without any discrimination or privilege.

(3) If the Principal Component of the Rental Payments represented by any of the Outstanding Certificates has been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of **Section 802** of this Indenture, then, subject to the provisions of subsection (a)(2) above of this Section in the event that the Principal Component with respect to any of the Outstanding Certificates 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 Certificate Payment Date unless the Trustee 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. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Registered Owner of any unpaid Certificate until such Certificate shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(c) Whenever all amounts representing Principal and Interest Components with respect to all Outstanding Certificates have been paid under the provisions of this Section, and all expenses and charges of the Trustee and the Paying Agents have been paid, any balance remaining in the Certificate Fund shall be paid to the City.

Section 809. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or to the Registered 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 the Registered 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 or Event of Nonappropriation shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or Event of Nonappropriation or acquiescence therein; and every such right, power

or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default or Event of Nonappropriation hereunder, whether by the Trustee or the Registered Owners, shall extend to or shall affect any subsequent Event of Default or Event of Nonappropriation or shall impair any rights or remedies consequent thereon.

Section 810. Waivers of Event of Default or Event of Nonappropriation. Subject to the provisions of **Section 802** of this Indenture, the Trustee may waive any Event of Default or any Event of Nonappropriation hereunder and its consequences and rescind any declaration of maturity of Rental Payments and Additional Payments, and shall do so upon the written request of the Owners of at least a majority in aggregate principal amount of all Certificates then Outstanding. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such Event of Default or Event of Nonappropriation are discontinued or abandoned for any reason, or are determined adversely, then and in every such case the Trustee and the Registered 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 Event of 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 undertaken.

ARTICLE IX

THE TRUSTEE

Section 901. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a prudent person, 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, prior to the occurrence of an Event of Default or an Event of Nonappropriation and after the curing of all Events of Default or Events of Nonappropriation which 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 or an Event of Nonappropriation shall have occurred and be continuing, 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 its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers. The Trustee shall be entitled to act or refrain from acting upon the opinion or advice of Counsel 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 by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of Counsel.

(c) The Trustee shall file continuation statements to the extent required by the Uniform Commercial Code of the State. The Trustee shall not be responsible for any recital herein or in the Certificates, or for the recording or re-recording, filing or re-filing of this Indenture or any financing statements (other than continuation statements) in connection therewith, or for insuring the Facilities 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 for the Certificates. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with **Article VII** of this Indenture.

(d) The Trustee shall not be accountable for the use of any Certificates executed and delivered as provided hereunder. The Trustee, in its individual or any other capacity, may become the Registered Owner or pledgee of Certificates with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any Ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document specified by this Indenture and believed by the Trustee to be genuine and correct and to have been signed, presented or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authorized consent of any Person who, at the time of making such request or giving such authority or consent is the Registered Owner of any Certificate, shall be conclusive and binding upon all future Registered Owners of the same Certificate and upon Certificates delivered in exchange therefor or upon transfer or in substitution 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 prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in **Section 901(h)** of this Indenture or of which by said Section the Trustee is deemed to have notice, the Trustee may also 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.

(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.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of 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** of this Indenture and **Article V** of the Lease, unless the Trustee shall be specifically notified in writing of such Event of Default by the Registered Owners of at least 10% in aggregate Principal Components with respect to all Certificates then Outstanding, which notice of Event of Default the Trustee shall be required to accept.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all books, papers and records of the City pertaining to the Project and the Certificates, and to take such memoranda from and in regard thereto as may be desired.

(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 with respect to the Facilities.

(k) The Trustee shall have the right, but shall not be required, to demand, with respect to the execution of any Certificates, 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 to the withdrawal of any cash, the release of any property, or the taking of any other action by the Trustee.

(l) Before taking any action under this Indenture, other than the making of payments to Registered Owners of Principal and Interest Components of the Rental Payments represented by the Certificates or accelerating the maturity of Certificates pursuant to **Section 802** of this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs 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) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Certificates without incurring any liability to the Certificate Owners if in the opinion of the Trustee such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity pursuant to this Section, and the Trustee may rely conclusively upon an Opinion of Counsel in determining whether any action so directed may result in such liability.

(n) The Trustee may inform the Certificate Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this Section.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interrupted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Certificate Registrar or Paying Agent.

(p) The Trustee shall not be responsible for and makes no representation as to the legality, effectiveness or sufficiency of any security document or for the creation, perfection, priority or protection of any lien securing the Certificates. The Trustee shall not be responsible for filing or for the sufficiency or accuracy of any financing statements initially filed to perfect security interests granted under this Indenture. The Trustee shall file continuation statements with respect to each U.C.C. financing statement filed at the time of the issuance of the Certificates; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee shall have been notified in writing by the City 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 descriptions 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 City shall be responsible for the 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.

Section 902. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary 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 Certificates. Pursuant to the provisions of

Section 5.2 of the Lease, the City has agreed to pay, as Additional Payments, to the Trustee all fees, charges and expenses of the Trustee under this Indenture. Upon the occurrence of an Event of Default or an Event of Nonappropriation and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of amounts representing Principal Components, premium, if any, or Interest Components with respect to any Certificate, upon all moneys in its possession under any provisions of this Indenture for the foregoing advances, fees, costs and expenses incurred and unpaid.

Section 903. Notices to Registered Owners. If a default occurs of which the Trustee is by **Section 901(h)** of this Indenture required to take notice, or if notice of default is given as provided in said Section, or if the Trustee has actual knowledge that there has been a failure to renew or a deficiency in the insurance coverages required by the Lease, then the Trustee shall, immediately after knowledge of such default, give written notice thereof to the Registered Owners of all Certificates then Outstanding, as shown by the Certificate Register.

Section 904. 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 the Registered Owners, the Trustee may intervene on behalf of Registered Owners and shall do so if requested in writing by the Registered Owners of at least 25% of the aggregate principal amount of Certificates then Outstanding if provided with indemnity pursuant to **Section 901(l)** of this Indenture.

Section 905. Successor Trustee upon Merger, Consolidation or Sale. 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 906. Resignation of the 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 and the Registered Owners whose names and addresses are on file with the Trustee, and such resignation shall take effect upon the earlier of (i) the end of such 30 days or (ii) the appointment of a successor Trustee by the City or by the Owners of at least a majority in aggregate stated Principal Components represented by the Certificates then Outstanding in accordance with **Section 908** of this Indenture; provided, however, that in no event shall the resignation of a Trustee or successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted the appointment in accordance with **Section 909** of this Indenture. If at any time the Trustee shall cease to be eligible to act as trustee in accordance with the provisions of this Indenture, the Trustee shall immediately resign in the manner provided in this Section. In the event that the City or the Registered Owners of at least a majority in aggregate Principal Components represented by the Certificates then Outstanding fail to appoint a successor Trustee within 30 days after notice of resignation has been given by the Trustee, the Trustee shall have the right to petition a court to appoint a successor Trustee.

Section 907. Removal of the Trustee. The Trustee may be removed at any time for any breach of trust or by an instrument or concurrent instruments in writing delivered (a) to the Trustee and the City and signed by the Registered Owners of not less than a majority in aggregate Principal Components represented by the Certificates then Outstanding, or (b) to the Trustee and the Registered Owners and signed by the City (so long as no Event of Default or Event of Nonappropriation shall have occurred and being continuing). In no event shall the removal of a Trustee or successor Trustee become effective until such time as a successor Trustee has been appointed and has accepted such appointment. In the event that the

City or the Registered Owners of at least a majority in aggregate Principal Components represented by the Certificates then Outstanding fail to appoint a successor Trustee within 30 days after said instrument or concurrent instruments removing the Trustee are delivered to the Trustee, the Trustee shall have the right to petition a court to appoint a successor Trustee.

Section 908. Appointment of Successor Trustee. In case the Trustee shall resign or be removed, or shall otherwise become incapable of acting, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Registered Owners of a majority in aggregate principal amount of Certificates then Outstanding by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy and so long as no Event of Default or Event of Nonappropriation hereunder shall have occurred and be continuing, the City, by an instrument executed and signed by its Mayor 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 by the Registered Owners or the City in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further act be superseded by the successor Trustee so appointed by such Registered Owners. Every such Trustee appointed pursuant to the provisions of this Section shall warrant at the time of accepting such trust and exercising the powers of the Trustee hereunder that (i) it is a trust company or bank in good standing located in or incorporated under the laws of one of the states of the United States of America, (ii) it is duly authorized to exercise trust powers and is qualified to accept such trust, (iii) it is subject to examination by a federal or state authority, (iv) it shall maintain a reported capital and surplus of not less than \$75,000,000. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section, the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 909. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City 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; but such predecessor shall, nevertheless, on the written request of the City, and upon receipt of the payment of its outstanding fees and expenses, 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; and every predecessor Trustee shall deliver to its successor all securities and moneys held by such predecessor as Trustee hereunder and the duties and obligations of the predecessor Trustee hereunder shall thereafter 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 910. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Facilities 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 Registered Owners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to the Prime Rate in effect at the time plus 2%, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of amounts representing Principal Components, premium, if any, or Interest Components with respect to the Certificates, and shall be paid out of the proceeds of payments, revenues and receipts collected from the Facilities, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so

by the Registered Owners of at least 25% of the aggregate principal amount of Certificates then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 911. Trust Estate May Be Vested in Co-Trustee.

(a) It is the intent 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 or trust companies to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Lease or the Base Lease, and in particular in case of the enforcement of one or more of the same on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction the Trustee may not exercise any of the powers, rights or remedies herein granted to it, or to take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable for the Trustee to 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.

(b) Any co-trustee appointed pursuant to this Section must comply with clause (iii) of **Section 908** of this Indenture; relating to the size of such co-trustee.

(c) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee, 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.

(d) 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 the co-trustee or separate 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.

(e) In case 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 912. Annual Accounting. The Trustee shall render an accounting at least annually to the City and to any Registered Owner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any Funds created by this Indenture as of the beginning and close of such accounting period.

Section 913. Performance of Duties under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations specifically assigned to it under the Lease and the Base Lease.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Registered Owners. The City and the Trustee may from time to time, subject to the provisions of **Section 1302** of this Indenture, without the consent of or notice to any of the Registered Owners, enter into a Supplemental Indenture or Supplemental Indentures not inconsistent with the terms and provisions of this Indenture, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture or make any other change which in the judgment of the Trustee is not prejudicial to the Trustee or materially adverse to the security of the Registered Owners (provided the Trustee is entitled to receive and rely upon an opinion of counsel in exercising such judgment);
- (b) To grant to or confer upon the Trustee for the benefit of the Registered Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or the Trustee or either of them;
- (c) To more precisely identify the Facilities or the Trust Estate or to add property thereto;
- (d) In connection with the final payment or defeasance of a series of Certificates, to release the Facilities financed by proceeds of such series of Certificates being paid or defeased;
- (e) To subject to this Indenture additional revenues, properties or collateral;
- (f) To comply with the arbitrage rebate requirements of Section 148(f) of the Code; and
- (g) To deliver Additional Certificates as provided in **Section 209** of this Indenture.

Section 1002. Supplemental Indentures Requiring Consent of Registered Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1001** above and subject to the terms and provisions contained in this Section and **Section 1302** of this Indenture, with the prior written consent of the Registered Owners of not less than a majority in aggregate Principal Components represented by the Certificates then Outstanding, the City and the Trustee shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to execute 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 nothing in this Section contained shall permit or be construed as permitting without the consent of the Registered Owners of 100% in aggregate Principal Components represented by the Certificates then Outstanding (1) an extension of the maturity or mandatory prepayment date of any installment representing Principal or Interest Components with respect to any Certificate delivered hereunder, (2) a reduction in the Principal Component represented by any Certificate or the rate of interest with respect thereto, (3) a privilege or priority of any Certificate or Certificates over any other Certificate or Certificates, (4) a reduction in the aggregate Principal Components represented by the Certificates or (5) a change to the optional, extraordinary optional or special mandatory prepayment provisions in this Indenture.

(b) If at any time 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 Registered Owner as shown on the Certificate Register. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the requisite percentage of Registered Owners shall have consented to and approved the execution thereof as herein provided, no Registered Owner of any Certificate 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 1003. Opinion of Counsel. Before the City and the Trustee enter into any Supplemental Indenture pursuant to this Article, there shall have been delivered to the City and the Trustee an Opinion of Special Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, will upon the execution and delivery thereof be valid and binding upon the City in accordance with its terms, and will not adversely affect the validity of the Certificates or the exclusion from federal gross income of interest on any Certificates that have been delivered.

ARTICLE XI

AMENDMENTS TO THE BASE LEASE OR THE LEASE

Section 1101. Amendments to the Base Lease or the Lease Not Requiring Consent of Registered Owners. The City and the Trustee shall, without the consent of or notice to any of the Registered Owners, enter into any amendment, change or modification of the Base Lease or the Lease as may be required (a) by the provisions of the Base Lease, the Lease or this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Base Lease, the Lease or in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or materially adverse to the security for the Registered Owners (provided the Trustee is entitled to receive and rely upon an opinion of counsel in exercising such judgment), (c) so as to more precisely identify the Facilities or add property thereto, (d) in connection with the final payment or defeasance of a series of Certificates, to release the Facilities financed by proceeds of such series of Certificates being paid or defeased, or (e) in connection with the delivery of Additional Certificates under **Section 209** of this Indenture.

Section 1102. Amendments to the Base Lease or the Lease Requiring Consent of Registered Owners. Except for the amendments, changes or modifications as specified in **Section 1101** of this Indenture, neither the City nor the Trustee shall execute any other amendment, change or modification of the Base Lease or the Lease without the giving of notice and the obtaining of the written approval or consent of the Registered Owners of not less than a majority in aggregate Principal Components represented by the Certificates at the time Outstanding given and obtained as provided in **Section 1002** of this Indenture. The Trustee shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided in **Section 1002** of this Indenture with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the same are on file at the corporate trust office of the Trustee or such other office as the Trustee shall designate for inspection by all Certificate Owners.

Section 1103. Opinion of Counsel. Before the City and the Trustee consent to any amendment, change or modification of the Base Lease or the Lease, there shall have been delivered to the City and the Trustee an Opinion of Special Counsel stating that the amendment, change or modification of the Base Lease or the Lease is authorized or permitted by this Indenture and the instrument amended, changed or

modified, will upon the execution and delivery thereof be valid and binding upon the City in accordance with its terms, and will not adversely affect the validity of the Certificates or the exclusion from federal gross income of interest on any Certificates that have been delivered.

ARTICLE XII

SATISFACTION AND DISCHARGE OF THIS INDENTURE

Section 1201. Satisfaction and Discharge of this Indenture.

(a) When the Principal Components, premium, if any, and Interest Components with respect to all the Certificates shall have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1202** of this Indenture, and provision has also been made for paying all other sums payable hereunder, including the fees, costs, charges and expenses of the Trustee and the Paying Agent to the date of retirement of the Certificates and all sums payable under the Lease, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except funds or securities in which such moneys are invested and held by the Trustee for the payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates.

(b) The City is hereby authorized to accept a certificate of the Trustee stating that all amounts with respect to the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates due and payable upon all of the Certificates then Outstanding has been paid or provision for such payment has been made in accordance with **Section 1202** of this Indenture as evidence of satisfaction of this Indenture.

Section 1202. Certificates Deemed to Be Paid.

(a) Certificates or any portion thereof shall be deemed to be paid within the meaning of this Article when payment of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates being paid to the due date thereof (whether such due date is by reason of maturity or upon prepayment as provided in this Indenture, or otherwise), either (1) shall have been made or caused to be made in accordance with the terms hereof, or (2) provision therefor shall have been made by depositing with the Trustee or other duly authorized escrow agent, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) Defeasance Obligations maturing as to principal and interest, without reinvestment, in such amount and at such times as will ensure the availability of sufficient moneys to make such payment. At such time as a Certificate shall be deemed to be paid hereunder as aforesaid, such Certificate shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Defeasance Obligations.

(b) Notwithstanding the foregoing, in the case of any Certificate which by its terms may be prepaid prior to the stated maturity thereof, no deposit under clause (2) of subsection (a) above shall be deemed a payment of such Certificates as aforesaid until, as to all such Certificates which are to be prepaid prior to their respective stated maturities, (1) proper notice of such prepayment shall have been given in accordance with **Article III** of this Indenture or irrevocable instructions shall have been given to the Trustee

to give such notice and (2) in the case of Certificates which do not mature or will not be prepaid within 90 days of the deposit referred to in (a) above, there shall have been delivered to the Trustee a verification report of an independent certified public accounting firm as to the adequacy of the trust funds to fully pay the Certificates deemed to be paid.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Defeasance Obligations set aside and held in trust pursuant to the provisions of this Section for the payment of Principal Components (including premium, if any) and Interest Components with respect thereto shall be applied to and be used solely for the payment of the particular Principal Components (including premium, if any) and Interest Components with respect thereto to which such moneys and Defeasance Obligations have been so set aside in trust.

(d) Provision for payment of the Certificates Outstanding hereunder may not be made as aforesaid nor may this Indenture be discharged if under any circumstances the Interest Component of the Rental Payments represented by such Certificates is thereby made subject to federal income taxation. In determining the foregoing, the Trustee may rely upon an opinion of Special Counsel to the effect that so providing for the payment of any Certificates will not cause the Interest Component of the Rental Payments to be includable in gross income for federal income tax purposes.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1301. Consents and Other Instruments by Registered Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered 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 Certificates, (other than the assignment of ownership of a Certificate as set forth in the form of Certificate) 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 a 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 such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Certificates, the amount or amounts, numbers and other identification of Certificates, and the date of holding the same shall be proved by the Certificate Register maintained by the Trustee.

(b) In determining whether the Registered Owners of the requisite principal amount of Certificates Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Certificates owned by the City shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1302. 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

Certificates is intended or shall be construed to give any person, other than the parties hereto, or the Registered Owners of the Certificates, any right, remedy or claim under or with respect to this Indenture, this Indenture and all of the covenants, conditions and provisions of this Indenture being intended to be and being for the sole and exclusive benefit of the parties hereto, and the Registered Owners of the Certificates as herein provided.

Section 1303. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by first class, registered or certified mail (unless otherwise provided herein), postage prepaid, addressed as follows provided that any of the foregoing given to the Trustee shall be effective only upon receipt:

(a) To the City:

City of Sedalia, Missouri
200 South Osage Ave.
Sedalia, MO 65301
Attention: City Administrator

(b) To the Trustee:

BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

(c) To the Purchaser:

(d) To the Registered Owners if the same shall be duly mailed by first class mail (unless otherwise provided for herein) addressed to each of the Registered Owners of Certificates at the time Outstanding as shown by the Certificate Register.

All notices given by first class, certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. The Trustee and the City may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1304. Suspension of Mail Service. If, because of the suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such publication, electronic delivery or hand delivery in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1305. Severability. If any provision of this Indenture shall be 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 of this Indenture 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 whatever.

Section 1306. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1307. Governing Law. This Indenture shall be governed exclusively by and be construed in accordance with applicable laws of the State.

Section 1308. Electronic Storage of Documents. The City and the Trustee 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the **CITY OF SEDALIA, MISSOURI** has caused this Indenture to be signed in its name and behalf and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, **BOKF, N.A.** has caused this Indenture to be signed in its name and behalf and attested by its duly authorized officers, all as of the date first above written.

CITY OF SEDALIA, MISSOURI

By: _____

Name: Andrew Dawson

Title: Mayor

(Seal)

ATTEST:

Name: Jason S. Myers

Title: City Clerk

**BOKF, N.A.,
as Trustee**

By: _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

SCHEDULE 1 TO TRUST INDENTURE

THE PROJECT SITE

LOTS NINE (9) TEN (10), ELEVEN (11) AND TWELVE (12) IN BLOCK FIVE (5) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK SIX (6) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

ALSO ,COMMENCING AT A POINT ONE HUNDRED THIRTY (130) FEET EAST AND FIFTEEN (15) FEET SOUTH OF THE SOUTHWEST CORNER OF BLOCK FIVE (5) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO SAID CITY; THENCE SOUTH FIVE HUNDRED SEVENTY SEVEN AND ONE-HALF (577 1/2) FEET TO A POINT FIFTY (50) FEET IN A WESTERLY DIRECTION FROM THE CENTER OF THE MAIN TRACT OF THE TEBO & NEOSHO RAILROAD, AND AT RIGHT ANGLE THERETO; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE FIFTY (50) FEET FROM THE CENTER AND ON THE WEST SIDE OF THE RAILROAD ONE HUNDRED EIGHTY FIVE (185) FEET TO BROADWAY, THENCE EAST ALONG THE NORTH LINE OF BROADWAY ONE THOUSAND TWENTY EIGHT (1028)FEET TO THE WEST LINE OF HANCOCK AVENUE; THENCE NORTH ALONG THE WEST LINE OF HANCOCK AVENUE SEVEN HUNDRED FIFTY ONE AND ONE-HALF FEET TO A POINT FIFTEEN (15) FEET SOUTH OF THE SOUTHEAST CORNER OF BLOCK SIX (6) OF IN SAID THIRD ADDITION; THENCE WEST ONE THOUSAND EIGHT (1008) FEET TO THE PLACE OF BEGINNING.

LOTS THREE (3), FOUR (4) FIVE (5), SIX (6), SEVEN (7), EIGHT (8), SIXTEEN (16), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY ONE (21), TWENTY TWO (22), TWENTY THREE (23) AND TWENTY FOUR (24) IN BLOCK THREE (3); AND LOTS FIVE (5) AND SIX (6) IN BLOCK SIX (6); ALL IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

LOTS NUMBERED ONE (1) AND TWO (2) IN BLOCK TWO (2) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

EXCEPT, BEGINNING AT A POINT ON THE WESTERLY LINE OF HANCOCK AVENUE DISTANCE 275 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTH LINE OF BROADWAY AVENUE; THENCE WESTERLY DEFLECTING AN ANGLE OF 88°36' TO THE LEFT FROM SAID WESTERLY LINE OF HANCOCK AVENUE PARALLEL WITH THE NORTH LINE OF BROADWAY AVENUE 240 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF HANCOCK AVENUE 300 FEET TO A POINT; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF BROADWAY AVENUE 240 FEET TO A POINT ON THE WESTERLY LINE OF HANCOCK AVENUE; THENCE SOUTHERLY WITH THE WESTERLY LINE OF HANCOCK AVENUE 300 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT A POINT ON THE WESTERLY LINE OF HANCOCK AVENUE DISTANCE 575 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTH LINE OF BROADWAY AVENUE, THE SAME BEING THE MOST NORTHEASTERLY CORNER OF A 1.65 ACRE TRACT OF LAND CONVEYED TO MIDWEST AUTO STORES BY SAID RAILROAD; THENCE DEFLECTING AN ANGLE OF 88°36' TO THE LEFT, WESTERLY FROM THE WESTERLY LINE OF HANCOCK AVENUE, AND ALONG THE NORTH LINE OF SAID MIDWEST AUTO PROPERTY A DISTANCE OF 240 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF HANCOCK AVENUE A DISTANCE OF 178.5 FEET TO A POINT THAT IS DISTANT 15 FEET SOUTH OF THE SOUTH LINE OF BLOCK 6 OF MARTIN & COTTON'S 3RD ADDITION TO THE CITY OF SEDALIA; THENCE EASTERLY, PARALLEL WITH AND 15 FEET SOUTH OF THE SOUTH LINE OF SAID BLOCK 6 A DISTANCE OF 240 FEET TO A POINT IN THE WEST LINE OF HANCOCK AVENUE; THENCE SOUTHERLY ALONG THE WEST LINE OF HANCOCK AVENUE A DISTANCE OF 176.5 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: A TRACT OR PARCEL OF LAND IN SECTION 3, TOWNSHIP 45 NORTH, RANGE 21 WEST, OUT OF MARTIN & COTTON'S 3RD ADDITION TO THE CITY OF SEDALIA, LOCATED AT THE CORNER OF THOMPSON AVENUE AND THIRD STREET IN SAID CITY, INCLUDING ALL IMPROVEMENTS AND APPURTENANCES LOCATED THEREON, DESCRIBED AS BEGINNING AT THE POINT WHERE THE EAST LINE OF THOMPSON AVENUE INTERSECTS THE SOUTH LINE OF 3RD STREET, THENCE SOUTH 294 FEET, MORE OR LESS, THENCE EAST 78 FEET, MORE OR LESS, TO THE CENTER LINE OF THE MAIN LINE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID LINE TO A POINT ON THE SOUTH LINE OF 3RD STREET, 250 FEET, MORE OR LESS, EAST OF THE POINT OF BEGINNING; THENCE WEST 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 5TH STREET AND THE EAST RIGHT OF WAY LINE OF THOMPSON AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 24 IN BLOCK 3 OF MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION, TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST LINE OF SAID LOT 24 AND THE WEST LINE OF LOT 1 IN SAID BLOCK 3, 275.00 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 398 PAGE 260; THENCE SOUTH 89°54'50" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 85.74 FEET TO THE SOUTHEAST CORNER OF SAID TRACT SAID POINT BEING 20.0 FEET WESTERLY OF THE CENTER LINE OF THE MAIN TRACT OF THE MISSOURI-KANSAS AND TEXAS RAILROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EASTERLY LINE OF SAID TRACT PARALLEL WITH AND 20.0 FEET WESTERLY FROM THE CENTERLINE OF SAID TRACT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1770.00 FEET AN ARC DISTANCE OF 336.98 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 28°51'45" EAST, 336.48 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF 3RD STREET AND THE NORTH LINE OF LOT 6 IN BLOCK 2 OF SAID MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION; THENCE SOUTH 89°53'50" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF SAID LOT 6 AND THE NORTH LINE OF LOTS 7 AND 8 IN SAID BLOCK 100.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 01°26'20" EAST, ALONG THE EAST LINE OF SAID LOT, 135.00 FEET TO THE NORTHWEST CORNER OF LOT 16 IN SAID BLOCK 2; THENCE SOUTH 89°53'50" EAST, ALONG THE NORTH LINE OF SAID LOT, 45.00 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 01°26'20" EAST, ALONG THE EAST LINE OF SAID LOT AND ALONG THE EAST LINE OF LOTS 9 AND 16 IN BLOCK 3 OF SAID MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION 4, 35.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF 5TH STREET; THENCE NORTH 89°55'20" WEST, ALONG THE SOUTH LINE OF SAID LOT 16 AND THE SOUTH LINE OF LOTS 17, 18 AND 19 IN SAID BLOCK 3 AND THE NORTH RIGHT OF WAY LINE OF SAID 5TH STREET, 150.00 FEET TO A POINT 30.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 01°26'20" WEST, 275.0 FEET; THENCE NORTH 89°54'50" WEST, 110.80 FEET TO A POINT 30.0 FEET EASTERLY OF THE CENTERLINE OF SAID MAIN TRACT OF THE MISSOURI-KANSAS AND TEXAS RAILROAD; THENCE NORTH 22°21'37" WEST, 104.93 FEET TO A POINT 100.0 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAID THOMPSON AVENUE AND 177.87 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SAID 5TH STREET; THENCE SOUTH PARALLEL WITH AND 100.0 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAID THOMPSON AVENUE, 177.87 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SAID 5TH STREET AND THE SOUTH LINE OF LOT 22 IN SAID BLOCK 3; THENCE NORTH 89°55'20" WEST, ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 22 AND ALONG THE SOUTH LINE OF LOTS 23 AND 24 IN SAID BLOCK 100.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 5TH STREET AND THE WEST RIGHT OF WAY LINE OF THOMPSON AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF LOT 12 IN BLOCK 5 OF MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION, TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT AND THE WEST RIGHT OF WAY LINE OF SAID THOMPSON AVENUE, 85.86 FEET TO A POINT 25.0 FEET SOUTHEASTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE MAIN TRACK OF THE MISSOURI-KANSAS AND TEXAS RAILROAD; THENCE SOUTH 26°25'40" WEST, PARALLEL WITH AND 25.0 FEET EAST OF THE CENTERLINE OF SAID TRACK, 898.44 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BROADWAY BOULEVARD (U.S. ROUTE 50); THENCE NORTH 89°55'55" WEST, ALONG SAID RIGHT OF WAY LINE, 55.80 FEET; THENCE NORTH 26°25'40" EAST, PARALLEL WITH AND 25.0 FEET WEST OF SAID MAIN TRACK, 995.40 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12 AND THE SOUTH RIGHT OF WAY LINE OF SAID 5TH STREET, 12.65 FEET WEST OF THE POINT OF BEGINNING; THENCE SOUTH 89°55'20" EAST, ALONG THE NORTH LINE OF SAID LOT AND ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 5TH STREET, 12.65 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: A PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING REBAR AT THE SOUTHEAST CORNER OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 494, PAGE 573, RECORDS OF PETTIS COUNTY, SAID POINT BEING ON THE WESTERLY LINE OF HANCOCK AVENUE 275 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF BROADWAY AVENUE; THENCE SOUTH 0°00'35" EAST, WITH SAID WESTERLY LINE, 125.03 FEET; THENCE NORTH 88°39'00" WEST, PARALLEL TO THE NORTHERLY LINE OF BROADWAY AVENUE, 240.02 FEET; THENCE NORTH 0°02'45" WEST, 124.96 FEET TO AN EXISTING REBAR AT THE SOUTHWEST CORNER OF SAID WARRANTY DEED RECORDED IN BOOK 494, PAGE 573; THENCE SOUTH 88°40'00" EAST, WITH THE SOUTH LINE OF SAID WARRANTY DEED, 240.10 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (U.S. HIGHWAY 50) AND THE WEST RIGHT-OF-WAY LINE OF HANCOCK AVENUE BEING A STREET LOCATED IN THE CITY OF SEDALIA, MISSOURI; THENCE NORTH 01°49'22" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 149.97 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN DOCUMENT NUMBER 2010-5266; THENCE NORTH 86°55'51" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 240.02 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 01°49'22" EAST, PARALLEL WITH THE WEST LINE OF SAID HANCOCK AVENUE, 607.34 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 87 PAGE 216 AND THE SOUTH LINE OF A 15.0 FOOT ALLEY; THENCE NORTH 86°43'58" WEST, ALONG SAID SOUTH LINE, 28.28 FEET; THENCE NORTH 01°46'10" EAST, AND ALONG THE EAST LINE OF LOT 6 IN BLOCK 6 OF MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI, TO THE NORTHEAST CORNER OF SAID LOT AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5TH STREET; THENCE NORTH 86°45'15" WEST, ALONG SAID SOUTH LINE, 331.73 FEET TO THE NORTHEAST CORNER OF "KATY TRAIL STATE PARK" AS SHOWN ON A SURVEY BY PLS-200201498, AND RECORDED IN DOCUMENT NUMBER 2015-2767 IN THE RECORDERS OFFICE OF PETTIS COUNTY, MISSOURI; THENCE SOUTH 03°11'35" WEST, ALONG THE EAST LINE OF SAID KATY TRAIL STATE PARK, 86.8 FEET; THENCE CONTINUING ALONG THE EAST LINE OF SAID PARK, SOUTH 29°37'02" WEST, 899.2 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID BROADWAY BOULEVARD (U.S. HIGHWAY 50); THENCE SOUTH 86°45'59" EAST, ALONG SAID RIGHT-OF-WAY LINE, 1023.42 FEET TO THE POINT OF BEGINNING.

ALSO: BEGINNING AT THE NORTHWEST CORNER OF LOT 9 IN BLOCK 5 OF MARTHA E. MARTIN AND SARAH E. COTTON' S 3RD ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 5TH STREET; THENCE SOUTH 86°45'15" EAST, ALONG SAID RIGHT-OF-WAY LINE, 162.50 FEET TO THE NORTHWEST CORNER OF "KATY TRAIL STATE PARK" AS SHOWN ON A SURVEY BY PLS-200201498, AND RECORDED IN DOCUMENT NUMBER 2015-2767 IN THE RECORDERS OFFICE OF PETTIS COUNTY, MISSOURI; THENCE SOUTH 29°37'02" WEST, ALONG THE WEST LINE OF SAID KATY TRAIL STATE PARK, 996.1 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (U.S. HIGHWAY 50); THENCE NORTH 86°45'59" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 28.05 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 555, PAGE 376; THENCE NORTH 28°52'50" EAST, ALONG THE EASTERLY LINE OF SAID TRACT AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE RAILROAD GROUND, 155.16 FEET; THENCE NORTH 03°09'29" EAST, ALONG SAID RAILROAD RIGHT-OF-WAY LINE, 616.92 FEET TO A POINT ON THE SOUTH LINE OF A 15.0 FOOT ALLEY; THENCE SOUTH 86°43'58" EAST, ALONG SAID SOUTH LINE, 241.73 FEET; THENCE NORTH 03°08'35" EAST, AND ALONG THE WEST LINE OF SAID LOT, 135.05 FEET TO THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE SOUTHWEST CORNER OF LOT 22 IN BLOCK 3 OF MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION TO THE CITY OF SEDALIA, MISSOURI, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 5TH STREET; THENCE SOUTH 86°45'42" EAST, ALONG THE NORTH LINE OF SAID 5TH STREET, 157.6 FEET TO A POINT 30.0 FEET EAST OF THE SOUTHWEST CORNER OF LOT 19 OF SAID BLOCK 3; THENCE NORTH 01°44'30" EAST, 275.15 FEET; THENCE NORTH 86°44' WEST, 110.75 FEET; THENCE SOUTH 25°34'30" WEST, 104.95 FEET; THENCE SOUTH 03°10' WEST, 178.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, A PART OF LOTS 9, 10 AND 11 IN BLOCK 5 OF MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 86°45'15" EAST, ALONG THE NORTH LINE OF SAID LOT AND ALONG THE NORTH LINE OF SAID LOTS 10 AND 11, 123.43 FEET TO A POINT 35.0 FEET PERPENDICULAR TO THE WESTERLY LINE OF KATY TRAIL STATE PARK; THENCE SOUTH 29°37'02" WEST, PARALLEL WITH AND 35.0 FEET WESTERLY OF SAID WESTERLY LINE, 134.02 FEET TO A POINT ON THE NORTH LINE OF A 15.0 FOOT ALLEY; THENCE NORTH 86°43'58" WEST, ALONG SAID NORTH LINE, 63.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 03°08'35" EAST, ALONG THE WEST LINE OF SAID LOT, 120.05 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING A TRACT OF LAND CONVEYED TO K-MAC ENTERPRISES, INC. BY DOCUMENT NUMBER 2024-2805; LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 21 WEST, CITY SEDALIA, PETTIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH HANCOCK AVENUE, 58 FEET WIDE, AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 50, ALSO KNOWN AS EAST BROADWAY BOULEVARD, 130 FEET WIDE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 86°45'47" WEST, 273.78 FEET TO A POINT; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°47'04" EAST, 35.73 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 91.00 FEET, WHOSE CHORD BEARS NORTH 14°35'57" EAST, 40.37 FEET, AN ARC DISTANCE OF 40.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 27°24'50" EAST, 57.19 FEET; THENCE NORTH 01°47'04" EAST, 22.05 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND

CONVEYED TO THE CITY OF SEDALIA D/B/A BOTHWELL REGIONAL HEALTH CENTER BY DOCUMENT NUMBER 2022-2460 OF THE PETTIS COUNTY, MISSOURI RECORDS; THENCE ALONG SAID SOUTH LINE, SOUTH 86°51'21" EAST, 240.07 FEET TO AN IRON PIN FOUND ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH HANCOCK AVENUE; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°47'04" WEST, 149.95 FEET TO THE POINT OF BEGINNING AND CONTAINS 39,007 SQUARE FEET, OR 0.895 ACRES, MORE OR LESS ACCORDING TO SURVEY AND CALCULATIONS PERFORMED BY WEIHE ENGINEERS DURING THE MONTH OF MAY, 2024.

ALSO EXCEPTING A LOT COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (U.S. HIGHWAY 50) AND THE WEST RIGHT-OF-WAY LINE OF HANCOCK AVENUE BEING A STREET LOCATED IN THE CITY OF SEDALIA, MISSOURI; THENCE NORTH 86°45'44" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 333.79 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 86°45'44" WEST 226.34 FEET TO A POINT; THENCE NORTHWARDLY DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 03°14'16" EAST 223.50 FEET TO A POINT; THENCE SOUTH 86°45'44" EAST 254.20 FEET TO A POINT; THENCE SOUTH 01°42'38" WEST 72.54 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 51.00', AN ARC LENGTH OF 22.92 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°35'03" WEST 22.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 27°27'27" WEST 34.56 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 151.00 FEET, AN ARC LENGTH OF 64.59 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°02'22" WEST 64.10 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°47'04" WEST 34.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 54,046.93 SQUARE FEET OR 1.241 ACRES MORE OR LESS.

SCHEDULE 2 TO TRUST INDENTURE

THE PROJECT

The Project consists of the acquisition, construction, improvement, equipping and furnishing of an aquatic center, a bowling alley, a fire training facility and a replacement for the existing Central fire station.

EXHIBIT A TO TRUST INDENTURE
(FORM OF CERTIFICATE OF PARTICIPATION)

No. R-_____

\$_____

**EXCEPT AS OTHERWISE PROVIDED IN THIS INDENTURE
(DESCRIBED HEREIN), THIS GLOBAL CERTIFICATE MAY BE
TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO
ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY
(DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES
DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR
SECURITIES DEPOSITORY.**

UNITED STATES OF AMERICA

STATE OF MISSOURI

**CERTIFICATE OF PARTICIPATION
CITY OF SEDALIA, MISSOURI
SERIES 2025**

Interest Rate

Maturity Date

Dated Date

CUSIP Number

Registered Owner: _____

Principal Amount: _____ **DOLLARS**

THIS CERTIFIES THAT the Registered Owner shown above, or registered assignee, is the owner of an undivided interest in the right to receive Rental Payments (hereinafter described) from City of Sedalia, Missouri, as lessee (the “**City**”), under an annually renewable Lease Agreement dated as of October 1, 2025, as amended and supplemented from time to time in accordance with the provisions thereof (the “**Lease**”), between the City, as lessor and BOKF, N.A., Kansas City, Missouri, as Trustee (the “**Trustee**”). Payments under the Lease and this Certificate are secured by a pledge and assignment by the City of all of the City’s rights and interest under the Lease and the Base Lease dated as of October 1, 2025, as amended and supplemented from time to time in accordance with the provisions thereof (the “**Base Lease**”), between the City and the Trustee, pursuant to a Trust Indenture dated as of October 1, 2025 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the “**Indenture**”), between the Trustee and the City. Under the Lease and the Indenture, the Registered Owner shown above, or registered assigns, is entitled to receive, but solely from Rental Payments to be made by the City under the Lease, upon the presentation and surrender of this Certificate, the Principal Amount shown above on the Maturity Date shown above, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may become applicable hereto, and in like manner to receive interest on said Principal Amount at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on March 15 and September 15 in each year, beginning March 15, 2026, until said Principal Amount is paid.

The Principal Component, premium, if any, and Interest Component of the Rental Payments represented by this Certificate 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 the payment of public and private debts. Amounts representing the Principal Component and premium, if any, with respect to this Certificate shall be payable to the Registered Owner at the maturity or prepayment date hereof upon presentation and surrender of this Certificate at the payment office of the Trustee, or such other office designated by the Trustee. The Interest Components payable with respect to this Certificate on any interest payment date shall be paid by check or draft mailed by the Trustee to the person in whose name this Certificate is registered at the close of business on the Record Date for such interest, which shall be the fifteenth day (whether or not a Business Day) of the calendar month preceding the month in which such interest payment date occurs. Upon the request and at the expense of any Registered Owner of Certificate representing at least \$500,000 in Principal Component payments with respect to the Certificates shall be made by electronic transfer to the bank for credit to the ABA routing number and the account name and account number designated to the Trustee by such Registered Owner no later than the five (5) Business Days preceding the Record Date.

This Certificate is one of a series of Certificates of Participation consisting of \$15,755,000 principal amount of City of Sedalia, Missouri Certificates of Participation, Series 2025 (the “**Series 2025 Certificates**”), which evidence the proportionate interests of the Registered Owners thereof in the right to receive certain Rental Payments from the City under the Lease. The Certificates have been delivered and sold for the purpose of providing funds to pay the costs of a project located on certain real property (the “**Project Site**,” the Project Site and all additions, modifications, improvements, replacements and substitutions made thereon and thereto and any additional facilities financed with Additional Certificates on the Project Site being collectively referred to as the “**Facilities**”), to be leased to the City, and at certain other sites within the City, under the terms of the Lease.

Subject to the terms of this Indenture, the Trustee may deliver Additional Certificates on a parity with the Series 2025 Certificates (together with Additional Certificates, the “**Certificates**”). Reference is hereby made to this Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Series 2025 Certificates, the rights, duties and obligations of the Trustee and the owners of the Series 2025 Certificates, and the terms upon which the Series 2025 Certificates are delivered and secured. Capitalized terms not otherwise defined herein shall have the meanings set forth in this Indenture.

The Series 2025 Certificates shall be subject to prepayment prior to maturity upon instructions from the City, on and after [September 15, 20__], as a whole or in part at any time, at a prepayment price of 100% of the principal component of the Rental Payments represented by the Series 2025 Certificates being prepaid, plus the interest component of the Rental Payments accrued to the prepayment date.

The Certificates are also subject to prepayment prior to maturity upon instructions from the City, in whole or in part on any date at a prepayment price of 100% of the principal amount thereof, plus accrued interest thereon to the prepayment date upon the occurrence of certain extraordinary events described in this Indenture.

In the event any of the Certificates are called for prepayment as aforesaid, notice thereof identifying the Certificates to be prepaid will be given by mailing a copy of the prepayment notice at least 20 days prior to the prepayment date to the Registered Owner of each Certificate to be prepaid at the address shown on the Certificate Register maintained by the Trustee. Any notice of prepayment shall state the date and place of prepayment, the series, maturities and numbers of the Certificates or portions of Certificates to be prepaid (and in the case of the prepayment of a portion of any Certificate the principal amount thereof being prepaid), the prepayment price and that the Registered Owner will no longer be entitled to receive any

additional Interest Component of the Rental Payments from and after the prepayment date. The Registered Owners of such Certificates or portion of the Principal Component with respect to the Certificates thus called for prepayment shall no longer be entitled to receive any additional Interest Component of the Rental Payments after the specified prepayment date, and such Certificates or portion of the Principal Component with respect to the Certificates thus called for prepayment 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.

Each Certificate shall evidence the undivided interest of the Registered Owner thereof in the rights of the Trustee to receive Rental Payments from the City under the Lease. The Certificates are payable solely out of the Rental Payments and other payments, revenues and receipts derived from the City under the Lease (including, in certain circumstances, Certificate proceeds and income from the temporary investment thereof and Net Proceeds). The Certificates and the interest with respect thereto are secured by a pledge and assignment of the Trust Estate by the Trustee in favor of the Registered Owners of the Certificates, as provided in this Indenture. The Certificates shall not constitute a liability or obligation of the City beyond the Lease Term in effect at any time. The Certificates shall not constitute a general obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction.

NO PROVISION, COVENANT OR AGREEMENT CONTAINED HEREIN OR IN THE INDENTURE OR IN THE LEASE, OR ANY OBLIGATION HEREIN OR THEREIN IMPOSED ON THE TRUSTEE OR THE BREACH THEREOF, SHALL (1) CONSTITUTE OR GIVE RISE TO OR IMPOSE UPON THE TRUSTEE A PECUNIARY LIABILITY OR A CHARGE UPON THE GENERAL CREDIT OF THE TRUSTEE, OR (2) IMPOSE ANY PERSONAL LIABILITY ON ANY DIRECTOR, OFFICER, AGENT, OR EMPLOYEE OF THE TRUSTEE.

Pursuant to the provisions of the Lease, Rental Payments sufficient for the prompt payment when due of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Certificates are to be made by the City directly to the Trustee and deposited in a special trust account created by this Indenture and designated “**Certificate Fund.**”

The Registered Owner of this Certificate shall have no right to enforce the provisions of this Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any Event of Default or any Event of Nonappropriation under this Indenture (as defined therein), or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in this Indenture. In certain events, on the conditions, in the manner and with the effect set forth in this Indenture, amounts representing Principal Components with respect to all of the Certificates delivered under this Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. This Indenture may be modified, amended or supplemented only to the extent and under the circumstances permitted by, and subject to the terms and conditions of, this Indenture.

The Certificates are delivered in the form of fully registered Certificates without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Certificates are being delivered by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in this Indenture. One certificate with respect to each date on which the Certificates are stated to mature or with respect to each form of Certificates, registered in the nominee name of the Securities Depository, is being delivered. The book-entry system will evidence positions held in the Certificates by the Securities Depository’s participants, beneficial ownership of the Certificates in authorized denominations pursuant to this Indenture being evidenced in the records of such

participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Trustee will recognize the Securities Depository nominee, while the registered owner of this Certificate, as the owner of this Certificate for all purposes, including (i) payments representing Principal Components, premium, if any, and Interest Components with respect to this Certificate, (ii) notices and (iii) voting. Transfer of amounts representing Principal and Interest Components and any premium payments to participants of the Securities Depository, and transfer of amounts representing Principal and Interest Components and any premium payments to beneficial owners of the Certificates by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Certificate, notwithstanding the provision hereinabove contained, payments of the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by this Certificate shall be made in accordance with existing arrangements among the City, the Trustee and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THIS INDENTURE, THIS GLOBAL CERTIFICATE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Certificate may be transferred or exchanged, as provided in this Indenture, only upon the registration books kept for that purpose at the above-mentioned office of the Trustee, upon surrender of this Certificate together with a written instrument of transfer or authorization for exchange satisfactory to the Trustee and duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Certificate or Certificates, in any authorized denomination of the same maturity and in the same aggregate principal amount shall be delivered by the Trustee to the transferee in exchange therefor as provided in this Indenture, and upon payment of the charges therein prescribed. The Trustee and any Paying Agent may deem and treat the Person in whose name this Certificate is registered on the Certificate Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, amounts representing the Principal Component, premium, if any, and Interest Component due with respect hereto and for all other purposes.

Subject to the conditions and upon the payment of the charges provided in this Indenture, the owner of any Certificate or Certificates may surrender the same (together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney) in exchange for an equal aggregate principal amount of Certificates of any other authorized denominations.

This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Indenture until it has 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 this Indenture and of this Certificate do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, BOKF, N.A., has caused this Certificate to be executed in its name by the manual signature of its authorized signatory and has caused this Certificate to be dated as of the Dated Date shown above.

BOKF, N.A.,
Trustee and Paying Agent

By _____
Authorized Signatory

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Certificate on the books kept by the Trustee
for the registration and transfer of Certificates, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name as it appears upon the
face of the within Certificate in every particular
and must be guaranteed by an eligible guarantor.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Special Counsel, which was dated and issued as of the date of original execution and delivery of the Certificates:

GILMORE & BELL, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

[APPROVING LEGAL OPINION OF SPECIAL COUNSEL]

LEASE AGREEMENT

Dated as of October 1, 2025

Between

**BOKF, N.A.,
as Lessor**

and

**CITY OF SEDALIA, MISSOURI,
as Lessee**

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of October 1, 2025 (the “**Lease**”), between the **BOKE, N.A.**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America with a corporate trust office located in Kansas City, Missouri, in its capacity as Trustee under the hereinafter referred to Indenture (the “**Lessor**”), and **CITY OF SEDALIA, MISSOURI**, a third-class city duly organized and existing under the laws of the State of Missouri (the “**Lessee**”).

WITNESSETH:

WHEREAS, the Lessee is authorized pursuant to the Revised Statutes of Missouri, as amended, to sell or lease any existing sites owned by the Lessee, together with any existing buildings and facilities thereon, in order to provide for the acquisition, construction, improvement, extension, repair, remodeling, renovation, furnishing and equipping of buildings and facilities thereon, and then lease back or purchase such sites, buildings and facilities; and

WHEREAS, pursuant to an Ordinance adopted by the Lessee on [September __, 2025], the Lessee has been authorized (a) enter into a Base Lease with the Lessor, dated as of the date hereof (the “**Base Lease**”), pursuant to which the Lessee shall grant a leasehold interest to the Lessor for a maximum Base Lease Term ending on March 31, 2076, in certain real estate and any existing building and fixtures located thereon and any additional building and improvements constructed thereon described in **Schedule 1** (the “**Project Site**”), and (b) to enter into this annually renewable Lease with the Lessor under which the Lessee will (i) provide for projects (the “**Project**”) more specifically described in **Schedule 2** attached to this Lease to be constructed and installed on the Project Site (the Project Site, the Project, and all additions, modifications, improvements, replacements and substitutions made thereon and thereto and any additional facilities financed with the Series 2025 Certificates or any Additional Certificates (as hereinafter defined) being collectively referred to as the “**Facilities**”), and (ii) lease the Facilities from the Lessor for an initial term ending March 31, 2026 (the “**Initial Term**”), with successive one-year renewal options (the “**Renewal Terms**”) exercisable by the Lessee subject to annual budget appropriations, except that the final Renewal Term may be for a period of less than one year as provided in this Lease; and

WHEREAS, in order to provide funds to pay the costs of the Project, the Lessor will, pursuant to a Trust Indenture, dated as of the date hereof (the “**Indenture**”), sell a series of City of Sedalia, Missouri Certificates of Participation, Series 2025, in the aggregate principal amount of \$15,755,000 (the “**Series 2025 Certificates**”), and is authorized to sell one or more additional series of Certificates of Participation for other purposes authorized by the Indenture (such additional Certificate of Participation together with the Series 2025 Certificates being collectively referred to as the “**Certificates**”), evidencing proportionate interests of the owners thereof in Rental Payments (as defined in the Indenture) payable pursuant to this Lease; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Lessor and the Lessee do hereby 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 Construction.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) All references in this Lease to a particular article, section, other subdivision, exhibit, schedule or appendix shall be construed to be a reference to the specified article, section or other subdivision or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or interest. 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.

(c) The section and article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

(d) 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.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Lessee. The Lessee makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Lessee a third-class city duly organized and existing under the laws of the State.

(b) The Lessee has lawful power and authority to enter into this Lease, the Indenture and the Base Lease and to carry out its obligations under this Lease, the Indenture and the Base Lease and by proper action of its City Council has been duly authorized to execute and deliver this Lease, the Indenture and the Base Lease, acting by and through its duly authorized officers.

(c) The execution and delivery of this Lease, the Indenture and the Base Lease, the consummation of the transactions contemplated thereby, and the performance of or compliance with the terms and conditions of this Lease, the Indenture and the Base Lease by the Lessee will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Lessee is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Lessee or any of its property of any court or governmental body, 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 Lessee under the terms of any instrument or agreement to which the Lessee is a party.

(d) The acquisition, construction, improving, furnishing and equipping of the Project and the leasing of the Facilities by the Lessor to the Lessee will advance the purposes of the Lessee, and the Project upon completion thereof will constitute essential governmental property to the Lessee.

(e) The Facilities and all other property of the Lessee will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules, regulations and deed restrictions.

(f) This Lease, the Indenture and the Base Lease constitute legal, valid and binding obligations of the Lessee enforceable in accordance with their terms, except to the extent limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(g) To the knowledge of the Lessee, there is no litigation or proceeding pending or threatened against the Lessee or any other person affecting the right of the Lessee to execute this Lease, the Indenture or the Base Lease or the ability of the Lessee to make the payments required under this Lease or to otherwise comply with the obligations contained in this Lease, the Indenture or the Base Lease, or to consummate the transactions contemplated in this Lease, the Base Lease or the Indenture, or that otherwise materially and adversely affect the financial condition of the Lessee.

(h) No member of the governing body of the Lessee or any other officer of the Lessee has any significant conflicting interest, financial, employment or otherwise, in the Lessee, the Facilities or in the transactions contemplated hereby.

(i) The execution and delivery of this Lease, the Indenture and the Base Lease by the Lessee will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Lessee is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Lessee or its property of any court or other governmental body.

(j) The Lessee is a governmental unit under the laws of the State with general taxing powers, and 95% or more of the net proceeds of the Certificates will be used for local governmental activities of the Lessee.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Lease of Facilities. The Lessor rents, leases and lets the Facilities to the Lessee, and the Lessee rents, leases and hires the Facilities from the Lessor, for the rentals and upon and subject to the terms and conditions contained in this Lease.

Section 3.2. Lease Term.

(a) This Lease shall become effective upon its delivery, and subject to earlier termination pursuant to the provisions of this Lease, shall have an Initial Term terminating on the last day of the Lessee's current Fiscal Year.

(b) The Lease Term may be extended, solely at the option of the Lessee, at the end of the Initial Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term.

(c) At the end of the Initial Term and at the end of each Renewal Term, the Lessee shall be deemed to have exercised its option to continue this Lease for the next Renewal Term, unless the Lessee delivers written notice to the Lessor no later than March 31 of each year stating the Lessee's intention to not extend the Lease Term. The Lessee's option to renew or not to renew this Lease shall be conclusively

determined by whether or not the City Council of the Lessee has, on or before the March 31 immediately preceding the end of the Initial Term or any Renewal Term then in effect, budgeted and appropriated, specifically with respect to this Lease, moneys sufficient to pay all the Rental Payments and reasonably estimated Additional Payments for the ensuing Renewal Term. The City Administrator of the Lessee (or any other officer at any time charged with the responsibility of preparing budget proposals) is hereby directed to include in the budget proposal submitted to the City Council, in any year in which this Lease shall be in effect, items for all payments required for the next ensuing Renewal Term under this Lease; it being the intention of the City Council that the decision to renew or not to renew this Lease shall be made solely by the City Council and not by any other official of the Lessee. The Lessee shall in any event, whether or not this Lease is to be renewed, furnish to the Lessor and the Purchaser copies of its annual budget promptly after the budget is adopted, but in any case no later than 30 days later than the end of each Fiscal Year.

(d) The Lessee's option to renew or not to renew this Lease may not be exercised at any time during which an Event of Default has occurred and is then continuing under any of the terms of this Lease; provided, however, that if such Event of Default (money payments excepted) is of such nature that the same is curable but not within the period allowed for curing such Event of Default, then the right of the Lessee to exercise the option hereby granted shall not be suspended if the Lessee shall have promptly commenced within such period to comply with the provisions of this Lease which shall have been breached by it and if so long as the Lessee shall, with diligence and continuity, proceed to cure such Event of Default.

(e) The Lessee intends, subject to the provisions above respecting the failure of the Lessee to budget or appropriate funds to make Rental Payments and Additional Payments, to continue this Lease Term and to pay the Rental Payments and Additional Payments under this Lease. The Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments and Additional Payments during the Initial Term and each Renewal Term can be obtained. The Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments and Additional Payments may be made, including making provision for such Rental Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to continue the Lease Term is to be made in accordance with the Lessee's normal procedures for such decisions.

(f) The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Rental Payments and the Option Purchase Price shall be as provided in the schedules set forth in **Schedule 4** to this Lease, as such schedules may be revised as provided in the Indenture.

Section 3.3. Termination of the Lease Term. The Lease Term will terminate, and all of the Lessee's right, title and interest in and to this Lease (except to the extent of any conveyance pursuant to **Article XI** of this Lease) and its obligations thereunder shall terminate without penalty upon the earliest to occur of any of the following events:

(a) the expiration of the Initial Term or any Renewal Term and the nonrenewal of the Lease Term resulting from an Event of Nonappropriation pursuant to **Section 5.5** of this Lease (which is not thereafter waived by the Lessor as herein provided);

(b) the exercise by the Lessee of the option to purchase the Facilities pursuant to **Section 11.1** of this Lease;

(c) an Event of Default and the Lessor's election to terminate this Lease as provided in **Article XII** of this Lease;

(d) the payment by the Lessee of all Rental Payments and Additional Payments authorized or required to be paid by the Lessee under this Lease during the Maximum Lease Term; or

(e) March 31, 2046 (unless otherwise provided in a Supplemental Lease).

Section 3.4. Possession and Use of the Facilities.

(a) The Lessor covenants and agrees that as long as the Lessee shall not be in default under this Lease, the Lessee shall have sole and exclusive possession of the Facilities (subject to the Lessor's right of access pursuant to **Section 3.5** of this Lease) and shall and may peaceably and quietly have, hold and enjoy the Facilities during the Lease Term. The Lessor covenants and agrees that it will not take any action, except as expressly set forth in this Lease, the Base Lease, and the Indenture, to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Facilities during the Lease Term and will, at the request and expense of the Lessee, cooperate with the Lessee in order that the Lessee may have quiet and peaceable possession and enjoyment of the Facilities and will defend the Lessee's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Lessee shall have the right to use the Facilities for any lawful purpose allowed by law. The Lessee 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 (including without limitation all environmental laws), now or hereafter applicable to the Facilities and the other property of the Lessee or to any adjoining public ways, as to the manner of use or the condition of the Facilities or of adjoining public ways. The Lessee shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of **Article VI** of this Lease. The Lessee shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Lessee to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Lessee shall have the right, at its own cost and expense, to 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 Lessee may refrain from complying therewith unless the Lessor shall notify the Lessee that, in the opinion of Counsel, by noncompliance, the interest of the Lessor in the Facilities will be materially endangered or the Facilities or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly comply therewith or provide the Lessor with full security against any such loss or forfeiture, in form satisfactory to the Lessor.

Section 3.5. Right of Access to the Facilities. The Lessee agrees that the Lessor and its duly authorized agents shall have the right at reasonable times during business hours, subject to the Lessee's usual safety and security requirements, to examine and inspect the Facilities without interference or prejudice to the Lessee's operations. The Lessee further agrees that the Lessor and its duly authorized agents shall have such rights of access to the Facilities (a) as may be reasonably necessary to effect the completion of the acquisition, construction, furnishing and equipping of the Project specified in **Section 4.2** of this Lease, (b) maintaining and performing such work in and about the Facilities made necessary by reason of the Lessee's default under any of the provisions of this Lease, and (c) exhibiting the Facilities to prospective purchasers, lessees or trustees subsequent to an Event of Default or Event of Nonappropriation.

ARTICLE IV

EXECUTION AND DELIVERY OF CERTIFICATES; CONSTRUCTION OF THE PROJECT

Section 4.1. Execution and Delivery of Certificates.

(a) In order to provide funds to finance Project Costs or to reimburse the Lessee for Project Costs, the Lessor will, concurrently with the delivery of this Lease, execute and deliver the Certificates under the Indenture, each Certificate evidencing the undivided interest of the Registered Owner thereof in the rights to receive Rental Payments and other payments under this Lease. The proceeds of the sale of the Certificates shall be paid to the Lessor as provided in the Indenture to be used and applied as hereinafter provided in this Article and in the Indenture.

(b) The Lessee may authorize the execution and delivery of Additional Certificates from time to time upon the terms and conditions provided in **Section 209** of the Indenture.

(c) If the Lessee is not in default under this Lease, the Lessor will, at the written request of the Lessee, from time to time, execute and deliver the amount of Additional Certificates specified by the Lessee; provided that the terms and provisions of such Additional Certificates, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Lessee, and provided further that the Lessee shall have entered into an amendment to this Lease to provide for additional Rental Payments represented by the Additional Certificates when due, and the Lessee shall have otherwise complied with the provisions of the Indenture with respect to the execution and sale of such Additional Certificates. The terms and provisions of any Additional Certificates shall be set forth in the Supplemental Indenture authorizing such Additional Certificates.

Section 4.2. Acquisition, Construction, Improvement and Equipping of the Project.

(a) The Lessee will acquire, construct, improve, furnish and equip the Project in accordance with the Construction Contracts and the Plans and Specifications. The Lessee may make minor changes in and to the Construction Contracts and the Plans and Specifications incorporated therein, but material changes may only be made with the approval of the Lessor. The Lessee agrees that it will use its best efforts to cause the acquisition, construction, improvement, furnishing and equipping of the Project to be completed as soon as practicable with all reasonable dispatch.

(b) The Lessee shall ensure that the Project conforms to all applicable health, safety, environmental and building codes, regulations and standards.

Section 4.3. Payment for Project Costs.

(a) All Project Costs shall be paid by the Lessor from moneys in the Project Fund upon receipt by the Lessor of requisition certificates in substantially the form attached hereto as **Schedule 3** to this Lease in accordance with **Section 504** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete fully the Project free of liens or claims, the Lessee shall pay, but only from legally available funds, the full amount of any such deficiency by making payments directly to the Construction Contractors and to the suppliers of materials and services as the same shall become due, and the Lessee shall save the Lessor whole and harmless from any obligation to pay such deficiency.

Section 4.4. Establishment of Completion Date.

(a) The Completion Date shall be evidenced by delivery to the Lessor of the Completion Certificate signed by the Authorized City Representative stating (i) that the acquisition, construction, improvement, furnishing and equipping of the Project has been completed in accordance with the Plans and Specifications, (ii) that all Project Costs 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 Lessee, and (iii) amounts to be retained by the Lessor with respect to item (ii) above. Notwithstanding the foregoing, such certificate 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.

(b) Upon receipt of the Completion Certificate, any remaining moneys then in the Project Fund shall be applied by the Lessor as provided in **Section 505** of the Indenture.

(c) If an Event of Nonappropriation or an Event of Default shall occur prior to the delivery of the Completion Certificate pursuant to **Section 505** of the Indenture, or, in the event that the Project is not substantially completed, as evidenced by delivery of the Completion Certificate on or prior to the date that is three years after the date the Certificates are issued, and the Rental Payments and Additional Payments payable during the current Renewal Term have not been declared immediately due and payable under **Section 802** of the Indenture, the moneys remaining in the Project Fund may be utilized by the Lessor to complete construction of the Project or, upon termination of the term of this Lease, may be disbursed as provided in the Indenture.

(d) The Lessee hereby covenants, to the extent permitted by law, to use other available funds, but only to the extent contemplated by the Construction Contracts or from lawfully available moneys specifically appropriated for that purpose, to the extent necessary to complete the design and construction of the Project as herein required, or to make certain design changes in the Project to the extent necessary to complete the Project with moneys then available for such purposes in the Project Fund.

Section 4.5. Project Documents. The Lessee, at its own cost and expense, will deliver to the Lessor, upon request, copies of the following documents (which shall be collectively referred to herein as the "Project Documents"):

(a) *Plans and Specifications.* All available preliminary and final Plans and Specifications (the Lessee agrees to deliver to the Lessor the final versions of such preliminary Plans and Specifications as such final versions become available and in any event by such time as work is commenced on the portion of the Project to which such Plans and Specifications relate).

(b) *Construction Contracts.* All architect's and general contractor's contracts for the Project and all prime subcontractor's contracts and purchase orders for any equipment included in the Project deemed necessary by the Lessor.

(c) *Performance and Payment Bonds.* Performance, labor and material payment bonds with respect to the Construction Contracts in the full amount of the contract price under the Construction Contracts, made by the Construction Contractor thereunder as the principal and a surety company or companies licensed and qualified to do business in the State as surety. Any and all moneys received by the Lessee or the Lessor under such bonds or from the Construction Contractor or other suppliers of machinery or equipment by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund.

If, at any time during the acquisition, construction, furnishing and equipping of the Project, the surety on such bond shall be disqualified from doing business within the State, or shall otherwise become incapable of performing its obligations under such bond, an alternate surety shall be selected, licensed and qualified to do business in the State as surety. In the event of any change order resulting in an increase in the Project Costs in accordance with the Construction Contracts, the amounts of such bond pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project.

Neither the Project Documents nor any change or amendment thereto shall (i) cause the Project to be used for any purpose prohibited hereby or by the Constitution and laws of the State; (ii) result in a material reduction in the value of the Project; or (iii) adversely affect the ability of the Lessee to meet its obligations under this Lease.

Section 4.6. Changes or Amendments to Project Documents. The Lessee may make, authorize or permit such changes or amendments in the Project Documents as it may reasonably determine to be necessary or desirable; provided, however, that no such change or amendment shall be made to the Project Documents that would cause a material change in the cost, scope, nature, or function of the Project, unless the Lessee files with the Lessor (1) a certificate of an Authorized City Representative to the effect that such change or amendment will not result in the Project being used for any purpose prohibited by this Lease or otherwise result in the Lessee failing to comply with any provisions of this Lease, and (2) for those Certificates with Interest Components of the Rental Payments which are excludable from gross income for federal income tax purposes, an Opinion of Special Counsel to the effect that such change or amendment will not result in the Interest Component of the Rental Payments for such Certificates becoming includable in gross income for federal income tax purposes. In the case of any change that would render materially inaccurate the description of the Project in **Schedule 2** to this Lease and to the Indenture, there shall be delivered to the Lessor a revised **Schedule 2** containing a description of the Project that reflects the change in the Project Documents, the accuracy of which shall have been certified by the Lessee.

Section 4.7. Title to Personal Property included in the Project. Title to the personal property included in the Project and any and all additions and modifications to or replacements of any such portion of the Project shall be held in the name of the Lessee.

Section 4.8. Machinery and Equipment Purchased by the Lessee. The Lessee may from time to time at its own expense install machinery, equipment and other tangible property at the Facilities. Any item of machinery or equipment the entire purchase price of which is paid by the Lessee with the Lessee's own funds, and no part of the purchase price of which is paid from funds deposited pursuant to the terms of this Lease in the Project Fund nor from any other funds deposited with the Lessor pursuant to the Indenture, shall be and remain the property of the Lessee and shall not constitute part of the Facilities; provided, however, that title to any such machinery, equipment and other tangible property which becomes permanently affixed to real property shall be, subject to this Lease, and shall be included under the terms of this Lease in the event that the Facilities would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

Section 4.9. Investment of Moneys in Funds. Any moneys held as a part of the Funds held by the Lessor under the Indenture shall, at the written direction of the Authorized City Representative, be invested or reinvested by the Lessor, to the extent permitted by law, in Permitted Investments in accordance with the provisions of **Section 702** of the Indenture.

ARTICLE V

PAYMENTS

Section 5.1. Rental Payments.

(a) The Lessee covenants and agrees to make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America, to the Lessor at its corporate trust office or such other office as the Lessor shall designate during the Initial Term and each Renewal Term, in the amounts and on or before each Certificate Payment Date set forth in **Schedule 4** hereto (or on any other date a Rental Payment is due with respect to the Facilities whether at stated maturity, upon prepayment or declaration of acceleration or otherwise), in funds which will be immediately available to the Lessor in the applicable subaccount of the Certificate Fund on the due dates. Each Rental Payment shall be in consideration for the use of the Facilities by the Lessee for the period from the effective date of this Lease or the immediately preceding Rental Payment Date. All Rental Payments provided for in this Section shall be paid by the Lessee directly to the Lessor and shall be deposited in accordance with the provisions of the Indenture into the applicable subaccount of the Certificate Fund. The amounts deposited in the Certificate Fund shall be used and applied by the Lessor in the manner and for the purposes set forth in the Indenture.

(b) There shall be credited against Rental Payments any amount held in the Certificate Fund on each Rental Payment Date, including the portion of the proceeds of the sale of the Certificates which is deposited in the Certificate Fund.

(c) A portion of each Rental Payment is to be paid as, and represents the payment of, interest on an obligation of the Lessee (the “**Interest Component**”), and **Schedule 4** attached hereto sets forth the Interest Component of each Rental Payment during the Lease Term. The Rental Payments and Option Purchase Price are to be recalculated by the Lessor and the Lessee understands that the Rental Payment Schedule on **Schedule 4** shall be revised from time to time in the event of a partial prepayment of Certificates (other than any mandatory prepayments pursuant to the Indenture). The Lessee hereby agrees to pay the Rental Payments in accordance with the Rental Payment Schedule attached as **Schedule 4** as it may be revised from time to time by such amounts as are necessary to reflect the prepayment of the Principal Component represented by certain Certificates. Each Rental Payment shall be applied first as a payment of the Interest Component and then as a payment of the Principal Component and reduction of the Option Purchase Price as shown on **Schedule 4**.

(d) If the Lessee fails to make any portion of the Rental Payments which are due under this Lease, the Lessee will immediately quit and vacate the Facilities, and the Rental Payments (except for Rental Payments which have been theretofore appropriated and then available for such purpose) shall thereupon cease, it being understood between the parties that neither the Lessee nor any agency or political subdivision thereof is obligated to make any Rental Payments which are due to the Lessor or the Option Purchase Price under this Lease except as provided herein. Should the Lessee fail to pay any portion of the required Rental Payments or Additional Payments and then fail to immediately quit and vacate the Facilities, the Lessor in accordance with the Indenture may immediately bring legal action to evict the Lessee from the Facilities (and the Lessee shall, to the extent permitted by law, pay as damages for its failure to quit and vacate the Facilities upon termination of the then current term of this Lease in violation of the terms of this Lease an amount equal to the Rental Payments and Additional Payments otherwise payable during such term prorated on a daily basis) and commence proceedings to exercise available rights and remedies under this Lease or the Base Lease. No judgment may be entered against the Lessee for failure to make any Rental Payments, Additional Payments or the Option Purchase Price under this Lease, except to the extent that the Lessee has theretofore incurred liability to make any such payments through

its actual use and occupancy of the Facilities, or through its exercise of an option that renews this Lease for an additional Renewal Term for which moneys have been appropriated, or is otherwise obligated to make such payments pursuant to this Lease.

Section 5.2. Additional Payments. The Lessee shall pay as Additional Payments the following amounts:

(a) All fees, charges and expenses reasonably incurred, including agent and counsel fees and expenses, of the Lessor and the Paying Agent incurred under the Indenture and this Lease, and in connection with the performance of the Lessor's obligations under this Lease, the Base Lease or the Indenture, as and when the same become due.

(b) All costs incident to the payment of the Principal Component, premium, if any, and Interest Component represented by the Certificates as the same become due and payable, including all costs and expenses in connection with the call, prepayment and payment of Certificates.

(c) All expenses incurred in connection with the enforcement of any rights under this Lease, the Base Lease or the Indenture by the Lessor or the Registered Owners.

(d) All arbitrage rebate required to be paid to the United States, if any, as provided in the Indenture and the Tax Compliance Agreement.

(e) All other payments of whatever nature which the Lessee has agreed to pay or assume under the provisions of this Lease, the Indenture or the Base Lease.

The Lessee shall designate in writing to the Lessor an address to which all applicable statements, invoices and requisitions for Additional Payments are to be mailed. Each Additional Payment shall be paid in lawful money of the United States of America, at the appropriate office as designated by the respective payees entitled to receive such Additional Payment.

If the Lessee fails to pay any Additional Payments required by this Lease, the Lessor may (but shall be under no obligation to) pay such Additional Payments, which Additional Payments, together with interest thereon at the Prime Rate plus 2%, are to be reimbursed to the Lessor, by the Lessee upon demand therefor, subject to the availability of sufficient legally available funds for such purpose.

Section 5.3. Obligations Absolute and Unconditional.

(a) The Lessee hereby agrees that its obligation to pay the Rental Payments from legally available funds appropriated for such purpose shall be absolute and unconditional without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment, diminution or defense whatsoever, whether now existing or hereafter arising, and notwithstanding any damage to, loss, theft or destruction of the Facilities or any part thereof, any failure of consideration, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Facilities, legal curtailment of the Lessee's use thereof, the eviction or constructive eviction of the Lessee, 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 Lessee's legal organization or status, or any default of the Lessor hereunder, and regardless of the invalidity of any action of the Lessor, and regardless of the invalidity of any portion of this Lease. Notwithstanding any dispute between the Lessee and the Lessor under this Lease, the Lessee shall pay all Rental Payments and Additional Payments when due and shall not withhold payment of any Rental Payments and Additional Payments pending the final resolution of such dispute. Monies appropriated to pay all Rental Payments and Additional Payments are pledged to the payment of the Certificates.

(b) Nothing in this Lease shall be construed to release the Lessor from the performance of any agreement on its part herein contained or as a waiver by the Lessee of any rights or claims which the Lessee may have against the Lessor under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the Lessor separately, it being the intent of this Lease that the Lessee shall (except as provided in subsection (a) above) be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to make Rental Payments and to make Additional Payments) for the benefit of the Registered Owners of the Certificates. The Lessee may, however, at its own cost and expense and in its own name or in the name of the Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use of the Facilities, and in such event the Lessor hereby agrees, so long as the Lessee is not in default under this Lease, to cooperate reasonably with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Lessor in any such action or proceeding if the Lessee shall so request.

Section 5.4. Rental Payments to Constitute a Current Expense of the Lessee.

(a) The Lessee acknowledges and agrees that the Rental Payments and Additional Payments under this Lease shall constitute currently budgeted expenditures of the Lessee, and shall not in any way be construed to be a general obligation or debt of the Lessee in contravention of any applicable constitutional or statutory debt limitation or requirement concerning the creation of indebtedness by the Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the Lessee, except as expressly provided herein. The Lessee's obligations to pay Rental Payments and Additional Payments under this Lease shall be for each Fiscal Year only, and shall not constitute a mandatory payment obligation of the Lessee in any ensuing Fiscal Year beyond the then current Fiscal Year, except to the extent of funds pledged to or encumbered for the payment of such obligations. No provision of this Lease shall be construed or interpreted as creating a liability or general obligation or other indebtedness of the Lessee within the meaning of any constitutional or statutory debt limitation or restriction. No provision of this Lease shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the Lessee within the meaning of the Constitution of the State. Neither this Lease nor the delivery of the Certificates shall directly or indirectly obligate the Lessee to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the Lessee's then current Fiscal Year, but in each Fiscal Year Rental Payments shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years, except to the extent of funds pledged to or encumbered for the payment of the Lessee's obligations to pay Rental Payments and Additional Payments under this Lease; provided, however, that nothing herein shall be construed to limit the rights of the Registered Owners or the Lessor to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. The Lessee shall be under no obligation whatsoever to exercise its option to purchase the Facilities under **Article XI** of this Lease. No provision of this Lease shall be construed to pledge or to create a lien on any class or source of Lessee moneys, except as expressly provided herein, nor shall any provision of this Lease restrict the future issuance of any bonds or obligations payable from any class or source of moneys of the Lessee except as expressly provided herein. Failure of the Lessee to budget and appropriate said moneys on or before March 31 during any year shall be deemed a conclusive determination of non-availability of funds for the purpose of this Lease.

(b) The parties hereto acknowledge and agree that upon the expiration or termination of the Initial Term and any Renewal Term and failure by the Lessee to renew this Lease, the Lessee shall be wholly discharged from any liability to make Rental Payments or Additional Payments under this Lease other than Rental Payments or Additional Payments incurred prior to the expiration or termination of such Initial Term or Renewal Term.

Section 5.5. Event of Nonappropriation.

(a) In the event that the City Council of the Lessee shall not budget and appropriate, specifically with respect to this Lease, on or before the end of each Fiscal Year, moneys sufficient to pay all Rental Payments and the reasonably estimated Additional Payments coming due for the then current Renewal Term, an Event of Nonappropriation shall be deemed to have occurred. In the event that during the Initial Term or any Renewal Term, any Additional Payments shall become due which were not included in the Lessee's current budget, or which exceeded the amounts which were included therefor in the Lessee's current budget, then, in the event that moneys are not specifically budgeted and appropriated to pay such Additional Payments within 30 days subsequent to the date upon which such Additional Payments are due, an Event of Nonappropriation shall be deemed to have occurred.

(b) If an Event of Nonappropriation occurs, the Lessee shall not be obligated to make payment of the Rental Payments or Additional Payments or any other payments provided for herein (other than **Section 6.8** of this Lease or from funds pledged to or encumbered for the payment of such obligations) which accrue after the last day of the Initial Term or Renewal Term during which such Event of Nonappropriation shall occur.

Section 5.6. Prepayment of Certificates. If the Lessee is not in default in making Rental Payments or Additional Payments under this Lease, the Lessor, at the written direction of the Lessee, at any time when the aggregate moneys in the funds held under the Indenture are sufficient for such purposes, shall (i) if the Outstanding Certificates are then subject to prepayment under the provisions of **Article III** of the Indenture, take all steps that may be necessary under the applicable prepayment provisions of the Indenture to prepay all or such part of the Principal Component of Rental Payments represented by the then Outstanding Certificates as may be specified by the Lessee, on such date as may be specified by the Lessee, (ii) cause such moneys in the Certificate Fund or such part thereof as the Lessee shall direct, to be applied by the Lessor for the purchase of Certificates in the open market for the purpose of cancellation at prices not exceeding the Principal Components represented by such Certificates plus accrued interest thereon to the date of delivery for cancellation, or (iii) a combination of (i) and (ii) as provided in such direction. Such notice by the Lessee may be revocable by the Lessee at any time prior to the time at which the Certificates are to be prepaid as provided in **Section 305** of the Indenture or are deemed to be paid in accordance with **Article XI** of the Indenture. Any prepayment of the Principal Component of the Rental Payments in accordance with this Section shall be applied to reduce the Option Purchase Price and shall be credited as a payment of Rental Payments from such maturities as are selected by the Lessee.

Section 5.7. Pledge and Security Interest. To secure the payment of all of Lessee's obligations under this Lease, the Lessee pledges all amounts appropriated on an annual basis to pay Rental Payments and Additional Payments. The Lessee agrees to execute such additional documents, including financing statements, statements of continuation affidavits, notices and similar instruments, in form satisfactory to the Lessor, which the Lessor deems necessary or appropriate to establish, perfect and continue its security interest of the Lessor, and upon assignment, the security interest of the Registered Owners or any other assignee of the Lessor, in the Project Site. Not earlier than 180 days nor later than 30 days prior to each fifth anniversary of the delivery date of the Certificates insured by the Insurer, the Insurer shall receive evidence indicating that all filings and recordings have been made and all other actions have been taken to perfect, preserve and protect the Lessor's security interest in that portion of the Project Site consisting of personal property or fixtures and all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.1. Maintenance, Repairs and Utilities.

(a) The Lessee covenants and agrees that throughout the Lease Term and at its own expense it will maintain, preserve and keep the Facilities and all parts thereof in good repair, working order and condition, and will from time to time make all repairs, replacements and improvements necessary to keep the Facilities and all parts thereof in safe condition and free from filth, nuisance or conditions unreasonably increasing the danger of fire or other casualty. The Lessor shall have no responsibility for any of these repairs, replacements or improvements.

(b) The Lessee shall contract in its own name and pay for all utilities and utility services used by the Lessee in, on or about the Facilities, and the Lessee, shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) The parties to this Lease contemplate that the Facilities will be used for a governmental or proprietary purpose of the Lessee and, therefore, that the Facilities will be exempt from all taxes presently assessed and levied with respect to real or personal property. In the event that the use, possession or acquisition of the Facilities is found to be subject to taxation in any form, the Lessee will pay during the Lease Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Facilities and any facilities, equipment or other property acquired by the Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Facilities as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facilities; provided that, with respect to any governmental charge that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are accrued during such time as this Lease is in effect.

(b) The Lessee shall have the right, in its own name or in the Lessor's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Lessee 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 contested tax, assessment or other governmental charge becomes delinquent if and provided that the Lessee (1) before instituting any such contest, gives the Lessor written notice of the Lessee's 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 Lessor agrees to cooperate with the Lessee in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Lessee shall hold the Lessor whole and harmless from any costs and expenses the Lessor may incur in relation to any of the above.

Section 6.3. Property and Casualty Insurance.

(a) The Lessee shall, at its sole cost and expense, maintain or cause to be maintained at all times throughout the Lease Term, property and casualty insurance, or shall demonstrate pursuant to **Section 6.6** of this Lease, that adequate self-insurance is provided, to keep the Facilities insofar as the same may be of an insurable nature constantly insured against loss or damage by fire, lightning and all other risks

covered by the all risk extended coverage insurance endorsement then in use in the State in an amount equal to the greater of either the Full Insurable Value of the Facilities (subject to reasonable loss deductible clauses not to exceed \$25,000) or the principal amount of the Certificates; provided, however, that during the Construction Period, if the Contractor under the Construction Contracts maintains in full force and effect a policy or policies of Builder's Risk-Completed Value Form Insurance insuring the Facilities against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the Full Insurable Value of the Facilities (subject to reasonable loss deductible clauses not to exceed \$25,000) then the Lessee shall not be required to maintain insurance required by this subsection (a) for such Construction Period with respect to the Facilities while the Facilities is so covered by such other insurance. The Full Insurable Value of the Facilities shall be determined once in every three Fiscal Years, commencing with the year ending March 31, 2029, by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected and paid by the Lessee and a report of such determination shall be filed with the Lessee and the Lessor within 180 days after the end of such third Fiscal Year. The insurance required pursuant to this Section shall be maintained at the Lessee's sole cost and expense. Such insurance may be maintained with the Missouri Intergovernmental Risk Management Association or other generally recognized responsible insurance entity or entities authorized to do business in the State as may be selected by the Lessee. All such policies of insurance or certificates evidencing such coverage, and all renewals thereof, shall name the Lessee and the Lessor as insureds and loss payees as their respective interests may appear, and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 30 days advance written notice to the Lessee and the Lessor.

(b) The Net Proceeds of property and casualty insurance carried pursuant to this Section or self-insurance program of the Lessee shall be applied as provided in **Section 8.1** of this Lease.

Section 6.4. Public Liability Insurance.

(a) The Lessee shall, at its sole cost and expense, maintain or cause to be maintained at all times during the Lease Term general accident and public liability insurance (including but not limited to coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), or shall demonstrate, pursuant to **Section 6.6** of this Lease, that adequate self-insurance is provided, under which the Lessee and the Lessor shall be named as insureds, properly protecting and indemnifying the Lessee and the Lessor, in amounts equal to Lessee's customary insurance practice for bodily injury (including death) but in no event less than the limitation on awards for liability in effect from time to time under Section 537.610, RSMo, and for property damage arising out of or in any way relating to the condition or the operation of the Facilities (subject to reasonable loss deductible clauses not to exceed \$25,000). Each insurance policy provided for in this Section or certificates evidencing such coverage shall contain a provision to the effect that the insurance company may not cancel or materially modify the policy without first giving at least 30 days advance written notice to the Lessee and the Lessor.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section or self-insurance program of the Lessee shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 6.5. Workers' Compensation Insurance. The Lessee shall maintain or cause to be maintained workers' compensation insurance required by the laws of the State covering all of its employees, or shall demonstrate, pursuant to **Section 6.6** of this Lease, that adequate self-insurance is provided, and shall require any other person or entity working for or on behalf of the Lessee to carry such coverage.

Section 6.6. Blanket Insurance, Self-Insurance and Modifications.

(a) The Lessee may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance which cover not only the Facilities but other properties, provided that the Lessee complies with each and all of the requirements and specifications of this Article respecting insurance.

(b) The Lessee represents that it currently maintains insurance that meets the requirements set forth in this Article. Without the consent of the Registered Owners, the Lessee may, upon the recommendation of an insurance consultant that the Lessee will be adequately insured, make modifications to the insurance coverage, including for the Lessee to be self-insured, in whole or in part, for any such coverage, taking into account the cost and availability of insurance and the effect of the terms and rates of such insurance upon the Lessee's costs and charges for its services.

(c) In accordance with Section 427.120 of the Revised Statutes of Missouri, as amended, unless the Lessee provides evidence of the insurance coverage required by this Lease, the Lessor may purchase insurance at the Lessee's expense to protect the Lessor's interests under this Lease. This insurance may, but need not, protect the Lessee's interests. The coverage that the Lessor may purchase may not pay any claim that the Lessee may make or any claim that may be made against the Lessee in connection with the Facilities. The Lessee may later cancel any insurance purchased by the Lessor, but only after providing evidence that the Lessee has obtained insurance as required by this Lease. If the Lessor purchases insurance for the Facilities, the Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges the Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The Lessee shall pay the costs of the insurance as an Additional Payment under **Section 5.2(e)** of this Lease. The costs of the insurance may be more than the cost of insurance the Lessee may be able to obtain on its own.

(d) As soon as practicable after the execution of the Indenture, and within **90** days after the close of each Fiscal Year thereafter the Lessee will file with the Lessor a written certificate of the Authorized City Representative certifying that the Lessee is in compliance with the insurance requirements set forth in the **Sections 6.3** through **6.6**. The Lessor has no duty or obligation to monitor the Lessee's compliance with the requirements of these Sections.

Section 6.7. Advances. In the event the Lessee shall fail to maintain the full insurance coverage required by this Lease or shall fail to keep the Facilities in good repair and operating condition, the Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lessor shall become additional rent for the then current Initial Term or Renewal Term, which amounts, together with interest thereon at the Prime Rate plus 2% per annum, the Lessee agrees to pay as Additional Payments hereunder.

Section 6.8. Release and Indemnification Covenants. To the extent permitted by law and without waiving any rights of sovereign immunity, the Lessee shall indemnify, protect and hold the Lessor and their officers, agents, and employees and any person who controls the Lessor harmless from and against any and all liability, losses, claims and damages whatsoever, and expenses in connection therewith, including, without limitation, counsel fees and expenses arising out of or as the result of the entering into this Lease, the ownership, use, operation or condition of the Facilities or any part thereof, or any accident in connection with the operation, use or condition of the Facilities or any part thereof resulting in damage to property or injury to or death of any person. To the extent permitted by law and without waiving any rights of sovereign immunity, the Lessee shall indemnify and save the Lessor and their officers, agents and employees and any person who controls the Lessor harmless against any loss, liability or expense, including

reasonable attorneys' fees, resulting from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Facilities, and against and from all claims arising after the date of this Lease, from (a) any condition of the Facilities caused by the Lessee, (b) any breach or default on the part of the Lessee in the performance of any of its obligations under this Lease, the Base Lease or the Indenture (including without limitation its obligations related to environmental matters), (c) any contract entered by the Lessee in connection with the Project, (d) any act of negligence of the Lessee or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Lessee, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Lessee. To the extent permitted by law and without waiving any rights of sovereign immunity, the Lessee shall indemnify and save the Lessor and their officers, agents and employees and any person who controls the Lessor harmless from and against all costs and expenses (except those which have arisen from the willful misconduct or negligence of the Lessor) incurred in or in connection with any action or proceeding brought thereon related to the delivery of the Certificates or the performance of the Lessor of its duties hereunder of under the Indenture, and upon notice from the Lessor, the Lessee shall defend them or either of them in any such action or proceeding. The indemnifications arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason. The Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Lease by reason of any defects, malfunctions, breakdowns of infirmities of the Facilities or any part thereof. In addition to and not in derogation or limitation of the sovereign immunity preservations set forth elsewhere in this Lease, nothing shall impose any obligation upon the City from which the City possesses immunity under Section 537.600, et seq., of the Revised Statutes of Missouri, it being specifically understood, acknowledged and agreed that the City is a political subdivision of the State of Missouri, and the City does not by this agreement waive its statutory sovereign immunity.

Section 6.9. Hazardous Materials. The Lessee shall not cause or permit the Facilities or any other property of the Lessee to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials (hereinafter defined), except in compliance with all applicable federal, state and local laws or regulations, nor shall the Lessee cause or permit, as a result of any intentional or unintentional act or omission of the Lessee or any tenant or subtenant, a release of Hazardous Materials onto the Facilities or any other property of the Lessee, except in compliance with all applicable federal, state and local laws or regulations. The Lessee shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, wherever and by whomever triggered, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The Lessee shall (a) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Facilities or any other property of the Lessee (i) in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and policies and (ii) in accordance with the orders and directives of all federal, state and local governmental authorities, and (b) to the extent permitted by law and without waiving any rights of sovereign immunity, defend, indemnify, and hold harmless the Lessor from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to, (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, and/or (iii) any violation of laws, orders, regulations, requirements or demands of government authorities, which are based upon or in any way related to any such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event that the Lessor elects to control, operate, sell or otherwise claim property rights in the Facilities as a remedy hereunder or in the event this Lease is

terminated, the Lessee shall deliver the Facilities free of any and all Hazardous Materials so that the conditions of the Facilities shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Facilities. Prior to any such delivery of the Facilities, the Lessee shall pay the Lessor, from its own funds, any amounts then required to be paid under (b) above. Notwithstanding anything in this Lease to the contrary, the agreements in the preceding two sentences and in (b) above shall survive termination of this Lease. For purposes of this paragraph, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and amended (42 U.S.C. Sections 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C Sections 1801 et. seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation. In addition to and not in derogation or limitation of the sovereign immunity preservations set forth elsewhere in this Lease, nothing shall impose any obligation upon the City from which the City possesses immunity under Section 537.600, et seq., of the Revised Statutes of Missouri, it being specifically understood, acknowledged and agreed that the City is a political subdivision of the State of Missouri, and the City does not by this agreement waive its statutory sovereign immunity.

ARTICLE VII

ADDITIONS, MODIFICATIONS AND IMPROVEMENTS TO THE FACILITIES; LIENS

Section 7.1. Additions, Modifications and Improvements to the Facilities.

(a) The Lessee 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 Facilities as the Lessee from time to time may deem necessary or desirable for its purposes; provided, however, the Lessee shall not make any additions, modifications or improvements which will in any way damage the Facilities or substantially reduce the value of the Facilities. All additions, modifications and improvements made by the Lessee pursuant to the authority of this Section shall (i) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, and (ii) when commenced, be prosecuted to completion with due diligence except as otherwise provided in **Section 4.8** of this Lease. In addition to the limitations set forth in **Section 4.8**, only such additions, modifications and improvements that, when completed, are classified as real property improvements or "fixtures" under the Uniform Commercial Code as enacted under the laws of the State shall be deemed a part of the Project Site.

(b) No addition, modification or improvement to the Facilities made pursuant to this Section shall entitle the Lessee to any reimbursement of any Rental Payments or Additional Payments from the Lessor or the Registered Owners, nor shall the Lessee be entitled to any abatement or diminution in Rental Payments or Additional Payments under this Lease, except such diminution as results from prepayment of the Principal Component of Rental Payments represented by the Certificates pursuant to **Article III** of the Indenture.

Section 7.2. Additional Improvements on the Project Site. The Lessee shall have and is hereby given the right, at its sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Lessee from time to time may deem necessary or desirable for its business purposes. All additional buildings and real property improvements and "fixtures" as defined under the Uniform Commercial Code as enacted under the laws of the State constructions on the Project Site by the Lessee pursuant to the authority of this Section shall become a part of the Facilities and subject to the terms and conditions contained in this Lease and the Base Lease. The Lessee covenants and agrees (a) to make any repairs and restorations required to be made

to the Facilities because of the construction of, addition to, alteration or removal of said additional buildings or improvements, (b) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (c) to promptly and with due diligence either raze and remove from the Project Site in a good and workmanlike manner, 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.

Section 7.3. Permits and Authorizations. The Lessee shall not do or permit others under its control to do any work on the Facilities related to any repair, rebuilding, restoration, replacement, modification, improvement or addition to the Facilities, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured and payment therefor made. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, 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 VI** of this Lease.

Section 7.4. Liens.

(a) The Lessee shall not do or suffer anything to be done whereby the Facilities, or any part thereof, may be encumbered by any mechanics' or materialmen's or other similar lien, other than Permitted Encumbrances. Whenever and as often as any mechanics' or materialmen's or other similar lien is filed against the Facilities, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Facilities, the Lessee shall discharge the same of record within 60 days after the date of filing. Notice is hereby given that the Lessor shall not be liable for any labor or materials furnished to the Lessee or to anyone claiming by, through or under the Lessee upon credit, and that no mechanics' or materialmen's or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Lessor in and to the Facilities or any part thereof.

(b) The Lessee, notwithstanding subsection (a) above, shall have the right (except as hereinafter provided) to contest any such mechanics' or materialmen's or other similar lien if and provided that the Lessee (i) within said 60-day period stated above notifies the Lessor in writing of the Lessee's intention to do so, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Facilities, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim, and (v) thereafter promptly procures record release or satisfaction thereof. If the Lessor shall notify the Lessee that, in the opinion of Counsel, by nonpayment of such items, the Lessor's title or interest in the Facilities will be endangered, or the Facilities or any part thereof will be subject to loss or forfeiture, then the Lessee shall promptly pay or cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Lessee shall hold the Lessor whole and harmless from any loss, costs or expenses the Lessor may incur in relation to any such contest. The Lessor will cooperate reasonably with the Lessee at the request and expense of the Lessee in any such contest.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.1. Damage and Destruction.

(a) If during the Lease Term, the Facilities is damaged or destroyed, in whole or in part, by fire or other casualty, to such extent that the claim for loss (including any deductible amount pertaining thereto) resulting from such damage, destruction or condemnation is greater than \$100,000, the Lessee shall promptly notify the Lessor in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Lessee shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Lessee shall proceed promptly with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing of the property damaged or destroyed so as to place said Facilities in substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair the utility of the Facilities. The Lessee and the Lessor will cause the Net Proceeds of any insurance claim to be applied to the prompt repair, restoration, modification or improvement of the Facilities. Any balance of the Net Proceeds remaining after such work has been completed (as certified by the Lessee to the Lessor) shall be deposited into the applicable subaccount of the Certificate Fund. If the Net Proceeds of casualty insurance required by **Section 6.3** of this Lease and received with respect to any such damage or loss to the Project exceeds \$100,000, such Net Proceeds shall be paid to the Lessor and shall be deposited into a separate account to be established in the applicable subaccount of the Project Fund and shall be used and applied in accordance with the disbursement requirements of **Section 504** of the Indenture for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the applicable subaccount of the Project Fund after completion of such rebuilding, repairing, restoring or replacing shall be deposited into the applicable subaccount of the Certificate Fund which completion shall be evidenced by a certificate signed by an Authorized City Representative and filed with the Lessor. If said Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Lessee shall nonetheless complete the work thereof and shall, subject to **Sections 3.2** and **5.4** of this Lease, pay that portion of the costs thereof in excess of the amount of said Net Proceeds.

(c) If the Lessee shall determine that rebuilding, repairing, restoring or replacing the Facilities is not practicable and desirable, then, in lieu of rebuilding, repairing, restoring or replacing the Facilities, the Lessee shall promptly purchase the Facilities by paying the Option Purchase Price to the Lessor and any Net Proceeds of casualty insurance required by **Section 6.3** of this Lease and received with respect to any such damage or loss to the Facilities shall be applied to such payment. Any balance of the Net Proceeds remaining after paying the Option Purchase Price to the Lessor shall belong to the Lessee. The Lessee agrees that any acquisition of the Facilities or rights to their use by the Lessee shall be pursuant to and in accordance with this Lease, including payment of Rental Payments and the applicable Option Purchase Price. This paragraph shall survive the termination of this Lease for any reason.

(d) The Lessee shall not, by reason of its inability to use all or any part of the Facilities during any period in which the Facilities are damaged or destroyed, or are being repaired, rebuilt, restored or replaced, or by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the Lessor or the Registered Owners of the Certificates, or any abatement or diminution of the rentals payable by the Lessee under this Lease or of any other obligations of the Lessee under this Lease except as expressly provided in this Section.

Section 8.2. Condemnation or Deficiency of Title.

(a) Any Net Proceeds of title insurance or other award from a challenge or threat of legal or equitable action related to the title or use of the Facilities shall be deposited with the Lessor and paid into the applicable subaccount of the Certificate Fund and shall be used to prepay Certificates pursuant to the Indenture at the earliest possible date.

(b) If during the Lease Term title to, or the temporary use of, all or part of the Facilities is condemned by any authority having the power of eminent domain, the condemnation proceeds shall be deposited with the Lessor and paid into the applicable subaccount of the Certificate Fund and shall be used by the Lessor to prepay Certificates pursuant to the Indenture. The Lessee agrees that any acquisition of the Facilities or rights to their use by the Lessee (whether pursuant to the exercise of its eminent domain powers or otherwise) shall be pursuant to and in accordance with this Lease, including payment of Rental Payments and the applicable Option Purchase Price. This paragraph shall survive the termination of this Lease for any reason.

(c) The Lessor shall cooperate reasonably with the Lessee at the request and expense of the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Facilities or any part thereof, and shall, to the extent the Lessor may lawfully do so, permit the Lessee to litigate in any such proceeding in the name and on behalf of the Lessor. So long as Lessee shall not be in default under this Lease, in no event will the Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Facilities or any part thereof without the written consent of the Lessee.

(d) The Lessee hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain Outstanding and unpaid, the Lessee will not exercise the power of condemnation with respect to the Facilities. The Lessee further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the Lessee should fail or refuse to abide by such covenant and condemns the Facilities, the appraised value of the Facilities shall not be less than the greater of (i) if such Certificates are then subject to prepayment, the Principal and Interest Components of the Certificates Outstanding through the date of their prepayment, or (ii) if such Certificates are not then subject to prepayment, the amount necessary to defease such Certificates to the first available prepayment date in accordance with the Indenture.

ARTICLE IX

SPECIAL COVENANTS

Section 9.1. Disclaimer of Warranties. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE FACILITIES, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall the Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Lease; provided, however, that nothing herein shall be construed as relieving the Lessor from its covenants and obligations under this Lease.

Section 9.2. Vendor's Warranties. The Lessor hereby irrevocably appoints the Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Lease, to assert from time to time whatever claims and rights including warranties of the equipment that is

classified as a “fixture” under the Uniform Commercial Code as enacted under the laws of the State which the Lessor may have against the vendor of the fixture which is or becomes a part of the Facilities. The Lessee’s sole remedy for the breach of such warranty, indemnification or representation shall be against the vendor of such equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of the Lessor with respect to this Lease, including the right to receive full and timely payments under this Lease. The Lessee expressly acknowledges that the Lessor has made no representation or warranties whatsoever as to the existence of availability of such warranties of the vendor of such equipment.

Section 9.3. Surrender of Possession. Upon accrual of the Lessor’s right of re-entry because of the Lessee’s default under this Lease or upon the cancellation or termination of this Lease for any reason other than the Lessee’s purchase of the Facilities pursuant to **Article XI** of this Lease, the Lessee shall peacefully surrender possession of the Facilities to the Lessor in good condition and repair, ordinary wear and tear excepted; provided, however, the Lessee shall have the right within 120 days after the termination of this Lease to remove from the Project Site any improvements, furniture, trade fixtures, machinery and equipment owned by the Lessee and funded with any Certificate proceeds. All repairs to and restorations of the Facilities which are required to be made because of such removal shall be made by and at the sole cost and expense of the Lessee, and during said 120-day period, the Lessee shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Lessee and which are not so removed from the Facilities prior to the expiration of said 120-day period shall be and become the separate and absolute property of the Lessor.

Section 9.4. Granting of Easements. If no Event of Default or Event of Nonappropriation under this Lease shall have happened and be continuing, the Lessee may at any time or times (a) grant easements, licenses, rights-of-way (including the dedication of public streets and highways) and other rights or privileges in the nature of easements with respect to any property included in the Facilities, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as provided in this Section. The Lessor agrees that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Lessor of: (1) a copy of the instrument of grant or release or of the agreement or other arrangement, (2) a written application signed by the Authorized City Representative requesting such instrument; and (3) a certificate executed by the Authorized City Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Lessee, will be a Permitted Encumbrance, will not impair the effective use or interfere with the efficient and economical operation of the Facilities, and will not materially adversely affect the security intended to be given by or under the Indenture, the Base Lease or this Lease. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the right of the Lessor under this Lease and the Indenture and shall not be affected by any termination of this Lease or by default on the part of the Lessee under this Lease. If no Event of Default or Event of Nonappropriation shall have happened and be continuing, any payments or other consideration received by the Lessee for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Lessee, but, in the event of the termination of this Lease subsequent to an Event of Default or an Event of Nonappropriation, all rights of the Lessee then existing with respect to or under such grant shall inure to the benefit of and be exercisable by the Lessor.

Section 9.5. Authorized City Representative. Whenever under the provisions of this Lease the approval of the Lessee is required to take some action at the request of the Lessor, unless otherwise provided, such approval or such request shall be given for the Lessee by the Authorized City Representative and the Lessor shall be authorized to act on any such approval or request.

ARTICLE X

ASSIGNMENT AND SUBLEASING

Section 10.1. Assignment by Lessor. The Lessee agrees that the Lessor may assign and reassign this Lease and the Facilities to a successor Lessor appointed pursuant to **Section 908** of the Indenture.

Section 10.2. Assignment and Sublease by Lessee. The Lessee may not assign its interest in this Lease for any reason. The Lessee may, however, sublease the Facilities as a whole or in part, without the necessity of obtaining the consent of the Lessor, subject, however, to each of the following conditions:

(a) This Lease and the obligations of the Lessee under this Lease, shall, at all times during the Initial Term and any Renewal Term, remain obligations of the Lessee, and the Lessee shall maintain its direct relationship with the Lessor, notwithstanding any sublease;

(b) Before entering into any sublease of the Facilities or any portion thereof, the Lessee shall obtain and file with the Lessor an Opinion of Special Counsel to the effect that such sublease will not cause the Interest Component of the Rental Payments payable pursuant to the Certificates to be included in gross income for federal or Missouri income tax purposes.

(c) The Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Lessor a true and complete copy of each such sublease.

The Lessee may grant licenses or other agreements to use all or any of the Facilities in the normal course of business without the consent of the Lessor, subject to compliance with the terms of the Tax Compliance Agreement to maintain the exclusion from gross income of the Interest Component of the Rental Payments payable pursuant to the Certificates.

Section 10.3. Restrictions on Sale or Mortgage of the Facilities by the Lessee. The Lessee agrees that, except as set forth in **Section 10.2** of this Lease or in other provisions of this Lease or the Indenture, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Facilities during the Lease Term, nor otherwise create any encumbrance thereon other than Permitted Encumbrances. Except as expressly provided in this Article, the Lessee 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 Lessee shall reimburse the Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE LESSOR'S INTEREST IN THE FACILITIES

Section 11.1. Option to Purchase the Lessor's Interest in the Facilities. At the option and request of the Lessee, the Lessor's estate and interest in the Facilities will be transferred, conveyed and assigned to the Lessee and this Lease shall terminate:

(a) at any time upon payment, or providing for the payment, by the Lessee of the then applicable Option Purchase Price plus all Rental Payments and Additional Payments payable up to and including the Optional Prepayment Date; or

(b) at any time upon payment or providing for the payment of all Rental Payments represented by the Certificates, all Additional Payments and the Option Purchase Price (assuming the Lessee renews this Lease until the end of the Lease Term or the Renewal Term in which the Optional Prepayment Date occurs).

To exercise such option the Lessee shall give written notice to the Lessor if any of the Certificates shall then be unpaid or provision for their payment shall not have been made in accordance with the provisions of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 30 nor more than 60 days from the date when such notice is mailed, and in case of a prepayment of the Certificates in accordance with the provisions of the Indenture, the Lessee shall make arrangements satisfactory to the Lessor for the giving of the required notice of prepayment.

Payment of the final Rental Payments and Additional Payments shall constitute exercise of the option granted under this Lease without further action by the Lessee.

Section 11.2. Determination of Fair Purchase Price; Acquisition of the Lessor's Interest in the Facilities.

(a) The Lessee hereby agrees and determines that the Rental Payments under this Lease during the Initial Term and any Renewal Term represent the fair value of the use of the Facilities and that the amount required to exercise the Lessee's option to purchase the Lessor's interest in the Facilities pursuant to **Section 11.1** of this Lease represents, as of the purchase date, the fair purchase price of the Facilities. The Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place the Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Facilities under this Lease. In making such determinations, the Lessee has given consideration to the Project Costs, the uses and purposes for which the Facilities will be employed by the Lessee, the benefit to the Lessee by reason of the acquisition, construction, equipping and installation of the Project and the use and occupancy of the Facilities pursuant to this Lease and Lessee's option to purchase the Facilities.

(b) The Lessee is entering into this Lease to acquire the use of the Facilities during the Lease Term, and with the current intent of acquiring the Lessor's interest in the Facilities in accordance with **Section 11.1(a)** of this Lease, for its public purposes. Any acquisition of the Lessor's interest in the Facilities or rights to their use by the Lessee (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with this Lease, including payment of Rental Payments and the applicable Option Purchase Price. If the Lessee allows this Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend this Lease for a Renewal Term or failure to cure an Event of Default) prior to the end of the Maximum Lease Term and payment of all Rental Payments due pursuant to this Lease, that action shall constitute an irrevocable determination by the Lessee that the Facilities are not required by it for any public purpose for the term of the Base Lease. This Section shall survive the termination of this Lease for any reason.

Section 11.3. Conveyance of the Lessor's Interest in the Facilities. At the closing of any purchase of the Lessor's interest in the Facilities pursuant to this Article, the Lessor, upon payment by the Lessee and receipt by the Lessor of all amounts payable under this Lease and under the Indenture, shall execute and deliver to the Lessee all necessary documents conveying, transferring and assigning the Lessor's interest in the Facilities to the Lessee in order for the Lessee to have good and marketable legal title to the Facilities, as it then exists, subject to the following: (1) those liens and encumbrances, if any, to

which title to the Facilities was subject when leased to the Lessor; (2) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; (3) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained herein; (4) Permitted Encumbrances other than the Base Lease, this Lease and the Indenture; and (5) if the Facilities are being condemned, the rights and title of any condemning authority.

Section 11.4. Relative Position of Option and Indenture. The option granted to the Lessee in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee 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 and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.5. Obligation to Purchase the Lessor's Interest in the Facilities. The Lessee hereby agrees to purchase, and the Lessor hereby agrees to sell, the Lessor's interest in Facilities for the sum of \$1.00 at the expiration of the Lease Term following full payment of the Certificates or provision for payment thereof having been made in accordance with the provisions of the Indenture.

ARTICLE XII

DEFAULT AND REMEDIES

Section 12.1. 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" under this Lease:

(a) Failure by the Lessee to pay any Rental Payment required to be paid under this Lease at the time specified herein; or

(b) Failure by the Lessee to pay any Additional Payment or to observe or perform any other covenant, agreement, obligation or provision of this Lease on its part to be observed or performed, and such failure shall continue for 30 days after the Lessor has given the Lessee written notice specifying such failure or such longer period (but not to exceed 60 days unless the Lessor shall otherwise consent) as shall be reasonably required to cure such default; provided that (1) the Lessee has commenced such cure within said 30-day period, and (2) the Lessee diligently prosecutes such cure to completion; or

(c) Failure by the Lessee to vacate the Facilities within 30 days after the occurrence of an Event of Nonappropriation; or

(d) An Event of Default under the Indenture shall have occurred and be continuing.

Section 12.2. Remedies on the Occurrence of an Event of Default or an Event of Nonappropriation. If an Event of Default or an Event of Nonappropriation shall have occurred and be continuing, then the Lessor may at the Lessor's election (subject, however, to any restrictions contained in the Indenture against acceleration of the maturity of the Certificates or termination of this Lease), then or at any time thereafter, and while such Event of Default or Event of Nonappropriation shall continue, take any one or more of the following actions:

(a) With or without terminating this Lease take possession of the Facilities, in which event the Lessee shall take all actions necessary to authorize, execute and deliver to the Lessor all documents necessary to vest in the Lessor for the remainder of the Lease Term, all of the Lessee's interest in and to

the Facilities, and sell the Lessor's (or its assignee's) interest in this Lease, or lease or sublease the Facilities and collect the rentals therefor, for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with the Lessee remaining liable, subject to the provisions of **Sections 3.2 and 5.4** of this Lease, for the difference between (i) the Rental Payments and Additional Payments payable by the Lessee under this Lease to the end of the current Lease Term and (ii) the net proceeds or any purchase price, rents or other amounts paid by the new purchaser, lessee or sublessee of such Facilities, and, provided further, that, in such event, if the Lessor shall receive a payment for sale of its interest or total subrentals for sublease that are, after payment of the Lessor's expenses in connection therewith, in excess of the principal amount of Certificates then Outstanding and the interest due and to become due thereon and all other Additional Payments, then such excess shall be paid to the Lessee either by the Lessor, its assigns, or its sublessee; or

(b) By written notice to the Lessee, declare all Rental Payments and Additional Payments payable under this Lease for the remainder of the current Renewal Term to be immediately due and payable and the same shall thereupon become immediately due and payable; or

(c) Give the Lessee written notice of intention to terminate this Lease on a date specified in such notice, which date may be the earlier of 30 days after such notice is given or the end of the current Renewal Term, and if all defaults have not then been cured, on the date so specified, the Lessee's rights to possession of the Project Site shall cease and this Lease shall thereupon be terminated, and the Lessor may re-enter and take possession of the Project Site; or

(d) Exercise any of the rights of a secured party under the Uniform Commercial Code of Missouri, as then in effect, with respect to property which is covered by such Code, including without limitation, the right to take possession of any fixtures subject to the lien granted pursuant to this Lease and to take such other measures as the Lessor may deem as necessary for the care, protection, preservation and marketing of said fixtures. The Lessor may require the Lessee to assemble any such fixtures and make the same available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to the Lessor and the Lessee; or

(e) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments and Additional Payments then due and thereafter to become due during the Lease Term and to enforce its rights under this Lease and the performance and observance of any obligation, agreement or covenant of the Lessee under this Lease.

If in accordance with any of the foregoing provisions of this Article the Lessor shall have the right to elect to re-enter and take possession of the Facilities, the Lessor may enter and expel the Lessee and those claiming through or under the Lessee and remove the property and effects of both or either without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or for breach of covenant. The Lessor may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Lease.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notices as may be expressly required in this Article.

Section 12.4. Attorneys' Fees and Expenses. If the Lessee should default under any of the provisions of this Lease, or if an Event of Nonappropriation shall have occurred, and the Lessor or the Registered Owners should employ attorneys or incur other expenses for the collection of Rental Payments or Additional Payments or the enforcement of performance of any obligation or agreement on the part of the Lessee, then the Lessee will on demand pay to the Lessor or the Registered Owners the reasonable fees and expenses of such attorneys and such other expenses so incurred.

Section 12.5. Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The Lessee agrees, to the extent permitted by law, that in the case of a termination of the Lease Term by reason of an Event of Nonappropriation or an Event of Default, neither the Lessee nor any one claiming through or under the Lessee, shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of this Lease; and the Lessee, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do so, the benefit of all such laws.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the initial execution and sale of Certificates and prior to 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 written consent of the Lessor, given in accordance with the provisions of the Indenture.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.1. Notices. All notices, certificates or other communications required or desired to be given under this Lease shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as provided in **Section 1304** of the Indenture, provided, however, that any of the foregoing given to the Lessor shall be effective only upon receipt.

All notices given by first class, certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed. The Lessee and the Lessor may from time to time designate, by notice given under this Lease to the other, another address to which subsequent notices, certificates or other communications shall be sent.

Section 14.2. Lessor and Lessee Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the Lessor or the Lessee shall, may or must give its approval or consent, or execute supplemental agreements or schedules, then subject to the Indenture neither the Lessor nor the Lessee shall unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules.

Section 14.3. Limited Liability of Lessor. No provision, covenant or agreement contained in this Lease, the Indenture, the Base Lease or the Certificates, or any obligation herein or therein imposed upon the Lessor, or the breach thereof, shall constitute or give rise to or impose any personal or pecuniary

liability upon any director, officer or employee of the Lessor. Except with respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the Lessor nor any director, officer or employee of the Lessor shall be liable to the Lessee or any other person for any action taken by the Lessor or by its officers, servants, agents or employees, or for any failure to take action under this Lease except for its negligence or willful misconduct.

Section 14.4. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a “triple net lease,” (b) the Lessee shall pay absolutely net during the Lease Term, the Rental Payments, Additional Payments and all other payments required under this Lease, free of any deductions, and without abatement, deduction or setoff (other than credits against Rental Payments expressly provided for in this Lease), (c) that the payments of Rental Payments are designed to provide the Lessor funds adequate in amount to pay all Principal Components, premium, if any, and Interest Components of the Rental Payments represented by the Certificates as the same become due and payable, and (d) that if after the Principal Components, premium, if any, and Interest Components of the Rental Payments represented by the Certificates and all costs incident to the payment of the Certificates have been paid in full the Lessor holds unexpended funds received in accordance with the terms of this Lease, such unexpended funds shall, after payment therefrom of all sums then due and owing by the Lessee under the terms of this Lease, and except as otherwise provided herein and in the Indenture, become the absolute property of and be paid over forthwith to the Lessee.

Section 14.5. No Merger. Subject to **Section 3.3** of this Lease and **Section 5.1** of the Base Lease, no union of the interests of the Lessee and the Lessor herein shall result in a merger of the Base Lease and this Lease or of this Lease and the fee title to the Project Site.

Section 14.6. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a legal holiday or a day on which banking institutions in the Lessee in which the principal business office of the Lessor or the Lessee is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day that is not a legal holiday or a day on which such banking institutions are not authorized by law to remain closed with the same force and effect as if done on the date provided in this Lease.

Section 14.7. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

Section 14.8. 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 of this Lease shall not be affected thereby.

Section 14.9. Execution in Counterparts. This Lease 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 14.10. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 14.11. Electronic Storage of Documents. The Lessor and the Lessee 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.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**BOKF, N.A.,
as Lessor**

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public, appeared _____, who being before me duly sworn did say that [s]he is a _____ of **BOKF, N.A.**, a national banking association, and that said officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the bank as such officer.

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

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires:

CITY OF SEDALIA, MISSOURI, as Lessee

(SEAL)

ATTEST:

By: _____
Name: Andrew Dawson
Title: Mayor

Name: Jason S. Myers
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public, appeared **Andrew Dawson**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF SEDALIA, MISSOURI**, a third-class city and political subdivision existing under the laws of the State of 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 in behalf of said City 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires:

SCHEDULE 1 TO LEASE

THE PROJECT SITE

LOTS NINE (9) TEN (10), ELEVEN (11) AND TWELVE (12) IN BLOCK FIVE (5) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK SIX (6) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

ALSO ,COMMENCING AT A POINT ONE HUNDRED THIRTY (130) FEET EAST AND FIFTEEN (15) FEET SOUTH OF THE SOUTHWEST CORNER OF BLOCK FIVE (5) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO SAID CITY; THENCE SOUTH FIVE HUNDRED SEVENTY SEVEN AND ONE-HALF (577 1/2) FEET TO A POINT FIFTY (50) FEET IN A WESTERLY DIRECTION FROM THE CENTER OF THE MAIN TRACT OF THE TEBO & NEOSHO RAILROAD, AND AT RIGHT ANGLE THERETO; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE FIFTY (50) FEET FROM THE CENTER AND ON THE WEST SIDE OF THE RAILROAD ONE HUNDRED EIGHTY FIVE (185) FEET TO BROADWAY, THENCE EAST ALONG THE NORTH LINE OF BROADWAY ONE THOUSAND TWENTY EIGHT (1028)FEET TO THE WEST LINE OF HANCOCK AVENUE; THENCE NORTH ALONG THE WEST LINE OF HANCOCK AVENUE SEVEN HUNDRED FIFTY ONE AND ONE-HALF FEET TO A POINT FIFTEEN (15) FEET SOUTH OF THE SOUTHEAST CORNER OF BLOCK SIX (6) OF IN SAID THIRD ADDITION; THENCE WEST ONE THOUSAND EIGHT (1008) FEET TO THE PLACE OF BEGINNING.

LOTS THREE (3), FOUR (4) FIVE (5), SIX (6), SEVEN (7), EIGHT (8), SIXTEEN (16), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY ONE (21), TWENTY TWO (22), TWENTY THREE (23) AND TWENTY FOUR (24) IN BLOCK THREE (3); AND LOTS FIVE (5) AND SIX (6) IN BLOCK SIX (6); ALL IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

LOTS NUMBERED ONE (1) AND TWO (2) IN BLOCK TWO (2) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

EXCEPT, BEGINNING AT A POINT ON THE WESTERLY LINE OF HANCOCK AVENUE DISTANCE 275 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTH LINE OF BROADWAY AVENUE; THENCE WESTERLY DEFLECTING AN ANGLE OF 88°36' TO THE LEFT FROM SAID WESTERLY LINE OF HANCOCK AVENUE PARALLEL WITH THE NORTH LINE OF BROADWAY AVENUE 240 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF HANCOCK AVENUE 300 FEET TO A POINT; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF BROADWAY AVENUE 240 FEET TO A POINT ON THE WESTERLY LINE OF HANCOCK AVENUE; THENCE SOUTHERLY WITH THE WESTERLY LINE OF HANCOCK AVENUE 300 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT A POINT ON THE WESTERLY LINE OF HANCOCK AVENUE DISTANCE 575 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTH LINE OF BROADWAY AVENUE, THE SAME BEING THE MOST NORTHEASTERLY CORNER OF A 1.65 ACRE TRACT OF LAND CONVEYED TO MIDWEST AUTO STORES BY SAID RAILROAD; THENCE DEFLECTING AN ANGLE OF 88°36' TO THE LEFT, WESTERLY FROM THE WESTERLY LINE OF HANCOCK AVENUE, AND ALONG THE NORTH LINE OF SAID MIDWEST AUTO PROPERTY A DISTANCE OF 240 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF HANCOCK AVENUE A DISTANCE OF 178.5 FEET TO A POINT THAT IS DISTANT 15 FEET SOUTH OF THE SOUTH LINE OF BLOCK 6 OF MARTIN & COTTON'S 3RD ADDITION TO THE CITY OF SEDALIA; THENCE EASTERLY, PARALLEL WITH AND 15 FEET SOUTH OF THE SOUTH LINE OF SAID BLOCK 6 A DISTANCE OF 240 FEET TO A POINT IN THE WEST LINE OF HANCOCK AVENUE; THENCE SOUTHERLY ALONG THE WEST LINE OF HANCOCK AVENUE A DISTANCE OF 176.5 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: A TRACT OR PARCEL OF LAND IN SECTION 3, TOWNSHIP 45 NORTH, RANGE 21 WEST, OUT OF MARTIN & COTTON'S 3RD ADDITION TO THE CITY OF SEDALIA, LOCATED AT THE CORNER OF THOMPSON AVENUE AND THIRD STREET IN SAID CITY, INCLUDING ALL IMPROVEMENTS AND APPURTENANCES LOCATED THEREON, DESCRIBED AS BEGINNING AT THE POINT WHERE THE EAST LINE OF THOMPSON AVENUE INTERSECTS THE SOUTH LINE OF 3RD STREET, THENCE SOUTH 294 FEET, MORE OR LESS, THENCE EAST 78 FEET, MORE OR LESS, TO THE CENTER LINE OF THE MAIN LINE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID LINE TO A POINT ON THE SOUTH LINE OF 3RD STREET, 250 FEET, MORE OR LESS, EAST OF THE POINT OF BEGINNING; THENCE WEST 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 5TH STREET AND THE EAST RIGHT OF WAY LINE OF THOMPSON AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 24 IN BLOCK 3 OF MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION, TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE

AND ALONG THE WEST LINE OF SAID LOT 24 AND THE WEST LINE OF LOT 1 IN SAID BLOCK 3, 275.00 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 398 PAGE 260; THENCE SOUTH 89°54'50" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 85.74 FEET TO THE SOUTHEAST CORNER OF SAID TRACT SAID POINT BEING 20.0 FEET WESTERLY OF THE CENTER LINE OF THE MAIN TRACT OF THE MISSOURI-KANSAS AND TEXAS RAILROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EASTERLY LINE OF SAID TRACT PARALLEL WITH AND 20.0 FEET WESTERLY FROM THE CENTERLINE OF SAID TRACT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1770.00 FEET AN ARC DISTANCE OF 336.98 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 28°51'45" EAST, 336.48 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF 3RD STREET AND THE NORTH LINE OF LOT 6 IN BLOCK 2 OF SAID MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION; THENCE SOUTH 89°53'50" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF SAID LOT 6 AND THE NORTH LINE OF LOTS 7 AND 8 IN SAID BLOCK 100.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 01°26'20" EAST, ALONG THE EAST LINE OF SAID LOT, 135.00 FEET TO THE NORTHWEST CORNER OF LOT 16 IN SAID BLOCK 2; THENCE SOUTH 89°53'50" EAST, ALONG THE NORTH LINE OF SAID LOT, 45.00 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 01°26'20" EAST, ALONG THE EAST LINE OF SAID LOT AND ALONG THE EAST LINE OF LOTS 9 AND 16 IN BLOCK 3 OF SAID MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION 4, 35.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF 5TH STREET; THENCE NORTH 89°55'20" WEST, ALONG THE SOUTH LINE OF SAID LOT 16 AND THE SOUTH LINE OF LOTS 17, 18 AND 19 IN SAID BLOCK 3 AND THE NORTH RIGHT OF WAY LINE OF SAID 5TH STREET, 150.00 FEET TO A POINT 30.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 01°26'20" WEST, 275.0 FEET; THENCE NORTH 89°54'50" WEST, 110.80 FEET TO A POINT 30.0 FEET EASTERLY OF THE CENTERLINE OF SAID MAIN TRACT OF THE MISSOURI-KANSAS AND TEXAS RAILROAD; THENCE NORTH 22°21'37" WEST, 104.93 FEET TO A POINT 100.0 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAID THOMPSON AVENUE AND 177.87 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SAID 5TH STREET; THENCE SOUTH PARALLEL WITH AND 100.0 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAID THOMPSON AVENUE, 177.87 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SAID 5TH STREET AND THE SOUTH LINE OF LOT 22 IN SAID BLOCK 3; THENCE NORTH 89°55'20" WEST, ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 22 AND ALONG THE SOUTH LINE OF LOTS 23 AND 24 IN SAID BLOCK 100.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 5TH STREET AND THE WEST RIGHT OF WAY LINE OF THOMPSON AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF LOT 12 IN BLOCK 5 OF MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION, TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT AND THE WEST RIGHT OF WAY LINE OF SAID THOMPSON AVENUE, 85.86 FEET TO A POINT 25.0 FEET SOUTHEASTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE MAIN TRACK OF THE MISSOURI-KANSAS AND TEXAS RAILROAD; THENCE SOUTH 26°25'40" WEST, PARALLEL WITH AND 25.0 FEET EAST OF THE CENTERLINE OF SAID TRACK, 898.44 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BROADWAY BOULEVARD (U.S .ROUTE 50); THENCE NORTH 89°55'55" WEST, ALONG SAID RIGHT OF WAY LINE, 55.80 FEET; THENCE NORTH 26°25'40" EAST, PARALLEL WITH AND 25.0 FEET WEST OF SAID MAIN TRACK, 995.40 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12 AND THE SOUTH RIGHT OF WAY LINE OF SAID 5TH STREET, 12.65 FEET WEST OF THE POINT OF BEGINNING; THENCE SOUTH 89°55'20" EAST, ALONG THE NORTH LINE OF SAID LOT AND ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 5TH STREET, 12.65 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: A PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING REBAR AT THE SOUTHEAST CORNER OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 494, PAGE 573, RECORDS OF PETTIS COUNTY, SAID POINT BEING ON THE WESTERLY LINE OF HANCOCK AVENUE 275 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF BROADWAY AVENUE; THENCE SOUTH 0°00'35" EAST, WITH SAID WESTERLY LINE, 125.03 FEET; THENCE NORTH 88°39'00" WEST, PARALLEL TO THE NORTHERLY LINE OF BROADWAY AVENUE, 240.02 FEET; THENCE NORTH 0°02'45" WEST, 124.96 FEET TO AN EXISTING REBAR AT THE SOUTHWEST CORNER OF SAID WARRANTY DEED RECORDED IN BOOK 494, PAGE 573; THENCE SOUTH 88°40'00" EAST, WITH THE SOUTH LINE OF SAID WARRANTY DEED, 240.10 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (U.S .HIGHWAY 50) AND THE WEST RIGHT-OF-WAY LINE OF HANCOCK AVENUE BEING A STREET LOCATED IN THE CITY OF SEDALIA, MISSOURI; THENCE NORTH 01°49'22" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 149.97 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN DOCUMENT NUMBER 2010-

5266; THENCE NORTH 86°55'51" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 240.02 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 01°49'22" EAST, PARALLEL WITH THE WEST LINE OF SAID HANCOCK AVENUE, 607.34 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 87 PAGE 216 AND THE SOUTH LINE OF A 15.0 FOOT ALLEY; THENCE NORTH 86°43'58" WEST, ALONG SAID SOUTH LINE, 28.28 FEET; THENCE NORTH 01°46'10" EAST, AND ALONG THE EAST LINE OF LOT 6 IN BLOCK 6 OF MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI, TO THE NORTHEAST CORNER OF SAID LOT AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5TH STREET; THENCE NORTH 86°45'15" WEST, ALONG SAID SOUTH LINE, 331.73 FEET TO THE NORTHEAST CORNER OF "KATY TRAIL STATE PARK" AS SHOWN ON A SURVEY BY PLS-200201498, AND RECORDED IN DOCUMENT NUMBER 2015-2767 IN THE RECORDERS OFFICE OF PETTIS COUNTY, MISSOURI; THENCE SOUTH 03°11'35" WEST, ALONG THE EAST LINE OF SAID KATY TRAIL STATE PARK, 86.8 FEET; THENCE CONTINUING ALONG THE EAST LINE OF SAID PARK, SOUTH 29°37'02" WEST, 899.2 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID BROADWAY BOULEVARD (U.S. HIGHWAY 50); THENCE SOUTH 86°45'59" EAST, ALONG SAID RIGHT-OF-WAY LINE, 1023.42 FEET TO THE POINT OF BEGINNING.

ALSO: BEGINNING AT THE NORTHWEST CORNER OF LOT 9 IN BLOCK 5 OF MARTHA E. MARTIN AND SARAH E. COTTON' S 3RD ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 5TH STREET; THENCE SOUTH 86°45'15" EAST, ALONG SAID RIGHT-OF-WAY LINE, 162.50 FEET TO THE NORTHWEST CORNER OF "KATY TRAIL STATE PARK" AS SHOWN ON A SURVEY BY PLS-200201498, AND RECORDED IN DOCUMENT NUMBER 2015-2767 IN THE RECORDERS OFFICE OF PETTIS COUNTY, MISSOURI; THENCE SOUTH 29°37'02" WEST, ALONG THE WEST LINE OF SAID KATY TRAIL STATE PARK, 996.1 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (U.S. HIGHWAY 50); THENCE NORTH 86°45'59" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 28.05 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 555, PAGE 376; THENCE NORTH 28°52'50" EAST, ALONG THE EASTERLY LINE OF SAID TRACT AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE RAILROAD GROUND, 155.16 FEET; THENCE NORTH 03°09'29" EAST, ALONG SAID RAILROAD RIGHT-OF-WAY LINE, 616.92 FEET TO A POINT ON THE SOUTH LINE OF A 15.0 FOOT ALLEY; THENCE SOUTH 86°43'58" EAST, ALONG SAID SOUTH LINE, 241.73 FEET; THENCE NORTH 03°08'35" EAST, AND ALONG THE WEST LINE OF SAID LOT, 135.05 FEET TO THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE SOUTHWEST CORNER OF LOT 22 IN BLOCK 3 OF MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION TO THE CITY OF SEDALIA, MISSOURI, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 5TH STREET; THENCE SOUTH 86°45'42" EAST, ALONG THE NORTH LINE OF SAID 5TH STREET, 157.6 FEET TO A POINT 30.0 FEET EAST OF THE SOUTHWEST CORNER OF LOT 19 OF SAID BLOCK 3; THENCE NORTH 01°44'30" EAST, 275.15 FEET; THENCE NORTH 86°44' WEST, 110.75 FEET; THENCE SOUTH 25°34'30" WEST, 104.95 FEET; THENCE SOUTH 03°10' WEST, 178.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, A PART OF LOTS 9, 10 AND 11 IN BLOCK 5 OF MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 86°45'15" EAST, ALONG THE NORTH LINE OF SAID LOT AND ALONG THE NORTH LINE OF SAID LOTS 10 AND 11, 123.43 FEET TO A POINT 35.0 FEET PERPENDICULAR TO THE WESTERLY LINE OF KATY TRAIL STATE PARK; THENCE SOUTH 29°37'02" WEST, PARALLEL WITH AND 35.0 FEET WESTERLY OF SAID WESTERLY LINE, 134.02 FEET TO A POINT ON THE NORTH LINE OF A 15.0 FOOT ALLEY; THENCE NORTH 86°43'58" WEST, ALONG SAID NORTH LINE, 63.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 03°08'35" EAST, ALONG THE WEST LINE OF SAID LOT, 120.05 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING A TRACT OF LAND CONVEYED TO K-MAC ENTERPRISES, INC. BY DOCUMENT NUMBER 2024-2805; LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 21 WEST, CITY SEDALIA, PETTIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH HANCOCK AVENUE, 58 FEET WIDE, AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 50, ALSO KNOWN AS EAST BROADWAY BOULEVARD, 130 FEET WIDE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 86°45'47" WEST, 273.78 FEET TO A POINT; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°47'04" EAST, 35.73 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 91.00 FEET, WHOSE CHORD BEARS NORTH 14°35'57" EAST, 40.37 FEET, AN ARC DISTANCE OF 40.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 27°24'50" EAST, 57.19 FEET; THENCE NORTH 01°47'04" EAST, 22.05 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF SEDALIA D/B/A BOTHWELL REGIONAL HEALTH CENTER BY DOCUMENT NUMBER 2022-2460 OF THE PETTIS COUNTY, MISSOURI RECORDS; THENCE ALONG SAID SOUTH LINE, SOUTH 86°51'21" EAST, 240.07 FEET TO AN IRON PIN FOUND ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH HANCOCK AVENUE; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE,

SOUTH 01°47'04" WEST, 149.95 FEET TO THE POINT OF BEGINNING AND CONTAINS 39,007 SQUARE FEET, OR 0.895 ACRES, MORE OR LESS ACCORDING TO SURVEY AND CALCULATIONS PERFORMED BY WEIHE ENGINEERS DURING THE MONTH OF MAY, 2024.

ALSO EXCEPTING A LOT COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (U.S. HIGHWAY 50) AND THE WEST RIGHT-OF-WAY LINE OF HANCOCK AVENUE BEING A STREET LOCATED IN THE CITY OF SEDALIA, MISSOURI; THENCE NORTH 86°45'44" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 333.79 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 86°45'44: WEST 226.34 FEET TO A POINT; THENCE NORTHWARDLY DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 03°14'16" EAST 223.50 FEET TO A POINT; THENCE SOUTH 86°45'44" EAST 254.20 FEET TO A POINT; THENCE SOUTH 01°42'38" WEST 72.54 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 51.00', AN ARC LENGTH OF 22.92 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°35'03" WEST 22.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 27°27'27" WEST 34.56 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 151.00 FEET, AN ARC LENGTH OF 64.59 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°02'22" WEST 64.10 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°47'04" WEST 34.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 54,046.93 SQUARE FEET OR 1.241 ACRES MORE OR LESS.

SCHEDULE 2 TO LEASE

THE PROJECT

The Project consists of the acquisition, construction, improvement, equipping and furnishing of an aquatic center, a bowling alley, a fire training facility and a replacement for the existing Central fire station.

SCHEDULE 3 TO LEASE
(FORM OF REQUISITION CERTIFICATE)

Requisition No. _____

Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER THE TRUST INDENTURE DATED AS OF OCTOBER 1, 2025, BETWEEN THE BOKF, N.A. AND THE TRUSTEE.

The undersigned hereby request that a total of \$_____ be paid for Project Costs (as defined in the Trust Indenture) in such amounts, to such payees and for such purposes as set forth on **Exhibit A** attached hereto.

We hereby state and certify that:

(i) the amounts requested are or were necessary 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, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Project Fund,

(ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the purchase, construction and installation of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Facilities, or any part thereof;

(iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to the Lease;

(iv) all work has been performed in a good and workmanlike manner; and

(v) no defaults have occurred and are continuing under the Lease.

CITY OF SEDALIA, MISSOURI

By: _____

Title: _____

EXHIBIT A TO REQUISITION CERTIFICATE

Amount

Payee and Address

Description

**SCHEDULE 4 TO LEASE
FORM OF RENTAL PAYMENT SCHEDULE**

Period Ending	Principal	Interest	Debt Service
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*The Option Purchase Price in the event of optional prepayment pursuant to **Section 302** of the Indenture shall be determined as follows:

Rental
Payment
Date

Option Purchase Price on
Rental Payment Date
through but excluding next
Rental Payment Date*

*The Option Purchase Price in the event of damage, casualty, condemnation or deficiency of title shall be determined as follows:

Rental
Payment
Date

Option Purchase Price on
Rental Payment Date
through but excluding next
Rental Payment Date*

BASE LEASE

Grantor:	City of Sedalia, Missouri 200 South Osage Ave. Sedalia, Missouri 65301
Grantee:	BOKF, N.A. 2405 Grand Blvd., Suite 840 Kansas City, Missouri 64108 Attention: Corporate Trust Department
Real Property Legal Description:	See Schedule 1
Dated as of:	[October 1, 2025]

BASE LEASE

THIS BASE LEASE (the “**Base Lease**”) dated as of October 1, 2025, by and between **CITY OF SEDALIA, MISSOURI**, a third-class city and political subdivision duly organized and existing under the laws of the State of Missouri, as Site Lessor (the “**City**”), and the **BOKF, N.A.**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America with a corporate trust office located in Kansas City, Missouri, in its capacity as Trustee (together with its successors, the “**Trustee**”) under the Trust Indenture dated as of October 1, 2025, between the City and the Trustee, as Site Lessee.

WITNESSETH:

WHEREAS, the City owns fee simple title to the real estate described on **Schedule 1** attached hereto and all buildings and improvements thereon (the “**Project Site**”), and desires to finance or be reimbursed for the costs of projects (the “**Project**”) more specifically described in **Schedule 2** attached hereto (the Project Site and all additions, modifications, improvements, replacements and substitutions made thereon and thereto and any additional facilities financed with the Series 2025 Certificates or any Additional Certificates being collectively referred to as the “**Facilities**”); and

WHEREAS, the City desires to lease the Project Site to the Trustee upon the terms and conditions herein set forth in order to provide for the financing of the Project; and

WHEREAS, the City proposes (a) to enter into a Trust Indenture of even date herewith (the “**Indenture**”), between the City and the Trustee, under which the Trustee will execute and deliver \$15,755,000 principal amount of City of Sedalia, Missouri Certificates of Participation, Series 2025 (the “**Series 2025 Certificates**”), evidencing proportionate interests of the owners thereof in Rental Payments to be made by the City, as Lessee, pursuant to a Lease Agreement of even date herewith (the “**Lease**”), with the Trustee, as Lessor, to provide funds for the purposes described therein, and (b) to lease the Facilities from the Trustee pursuant to the Lease;

WHEREAS, the City and the Trustee may amend the Indenture in connection with the execution and delivery of Additional Certificates (as hereinafter defined; the Series 2025 Certificates and the Additional Certificates being collectively referred to as the “**Certificates**”) to provide additional funds for capital projects of the City;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the City and the Trustee do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein or the Lease, capitalized words and terms as used in this Base Lease shall have the meanings given to such words and terms in the Indenture (which definitions are hereby incorporated by reference).

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing

person shall include firms, associations and corporations, including public bodies, as well as natural persons. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed such terms by accounting principles generally accepted in the United States of America as from time to time in effect. The table of contents hereto and the headings and captions herein are not a part of this document. 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.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations of the City. The City represents, warrants and covenants to the Trustee as follows:

(a) The City is a third-class city and political subdivision duly organized and existing under the laws of the State of Missouri.

(b) The City has full power and authority to enter into this Base Lease and the transactions contemplated by this Base Lease, the Lease and the Indenture and to carry out its obligations hereunder and thereunder, and by proper action has duly authorized the execution and delivery of this Base Lease, the Indenture and the Lease by its duly authorized officers.

(c) The execution and delivery of this Base Lease, the Indenture and the Lease, the consummation of the transactions contemplated hereby and thereby, and the performance of or compliance with the terms and conditions of this Base Lease, the Indenture and the Lease by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the City or any of its property of any court or governmental body, 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 City under the terms of any instrument or agreement to which the City is a party.

(d) The City has good and marketable fee simple title to, or rights to use the Project Site pursuant to easements for the Project Site at the time of execution and delivery of the Series 2025 Certificates free and clear of any liens or encumbrances, except for Permitted Encumbrances, and such real estate will thereby be exempt from property and any other taxes levied by the State of Missouri or any political subdivision thereof or by the City.

(e) The lease of the Project Site by the City to the Trustee, as provided in this Base Lease, will enhance and expand the use of public facilities owned by the City and as a result thereof will serve all of the aforesaid purposes and is therefore necessary, desirable and in the public interest.

(f) The Facilities will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

ARTICLE III

LEASE OF THE PROJECT SITE

Section 3.1. Lease of Project Site. The City hereby demises and leases the Project Site to the Trustee, and the Trustee hereby leases the Project Site from the City, subject to Permitted Encumbrances, on the terms and conditions herein set forth.

Section 3.2. Base Lease Term. The term of this Base Lease shall commence as of the date of the delivery hereof and shall end on March 31, 2076, unless such term is sooner terminated as hereinafter provided.

Section 3.3. Quiet Enjoyment.

(a) Subject to the Lease, the Trustee at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the Project Site, subject to Permitted Encumbrances. The Trustee shall use the Project Site solely for the purpose of financing the costs of acquiring, constructing, improving, furnishing and equipping the Project for the City; provided, that in the event of default by the City under the Lease, the Trustee may exercise the remedies provided in the Lease and this Base Lease.

(b) In the event that title to, or the temporary use of, all or a portion of the Facilities is challenged or threatened by means of competent legal or equitable action, the City covenants that it shall cooperate with the Trustee and shall take all reasonable actions, including where appropriate the lawful exercise of the City's power of eminent domain, in order to quiet title to the Facilities in the City.

Section 3.4. No Merger. Subject to **Section 5.1** hereof, no union of the interests of the City and the Trustee herein shall result in a merger of this Base Lease and the Lease or of this Base Lease and the fee title to the Project Site.

Section 3.5. Assignments, Subleases and Mortgage.

(a) Simultaneously with the delivery of this Base Lease, the Trustee is subleasing the Facilities to the City pursuant to the Lease, but subject to the Indenture and the reservation of certain rights under this Base Lease.

(b) The Trustee may not mortgage or otherwise assign its rights under this Base Lease or sublet the Facilities without the written consent of the City except (a) the sublease and lease of the Facilities pursuant to the Lease, (b) the assignment pursuant to the Indenture of its rights under this Base Lease and the Lease, (c) if the Lease is terminated for any reason and this Base Lease is not otherwise terminated as provided herein, or (d) if an Event of Default or an Event of Nonappropriation under the Lease has occurred.

(c) Except with respect to Permitted Encumbrances and as otherwise provided herein, in the Lease or in the Indenture, neither the Trustee nor the City shall, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facilities. Whenever and as often as any mechanics' or other lien is filed against the Facilities, or any part thereof, the City shall discharge the same of record within 60 days after the date of filing. Notice is hereby given that the Trustee shall not be liable for any labor or materials furnished to the City or to anyone claiming by, through or under the City upon credit, and that no mechanics' or other lien shall attach to or affect the reversionary or other estate of the Trustee in and to the Facilities, or any part thereof.

Section 3.6. Eminent Domain. In the event the whole or any part of the Project Site or the Project is taken by eminent domain proceedings, the interest of the Trustee shall be recognized. The proceeds of said condemnation shall be applied as provided in **Article VIII** of the Lease. The Trustee and the City have reached an agreement on the terms of the acquisition of the Facilities at City's option, and to the use of the Facilities, all as set forth in the Lease. Any acquisition of the Facilities or rights to their use by the City (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Option Purchase Price as set forth in the Lease. If the City allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default under the Lease), that action shall constitute an irrevocable determination by the City that the Facilities is not required by it for any public purpose for the term of this Base Lease.

Section 3.7. Title Insurance. The City shall concurrently with the execution of this Base Lease obtain title insurance on the Project Site in the form of an extended ALTA owner's policy. All encumbrances, and endorsements and restrictions to the policies must be acceptable to the Purchaser. The policies may not permit the title insurer to purchase any Certificates in lieu of providing payment under the policy unless, upon purchase, such Certificates are canceled, or to settle claims with any person other than the Trustee, acting with the consent of the Purchaser. The Net Proceeds of such title insurance policy shall be applied in accordance with the provisions of the Indenture and the Lease.

ARTICLE IV

RENTAL PROVISIONS

Section 4.1. Rent and Other Considerations. As and for rental hereunder and in consideration for the leasing of the Facilities to the Trustee hereunder, the Trustee shall:

(a) Cause the Series 2025 Certificates and any Additional Certificates to be delivered to the purchasers thereof having such terms as set forth in the Indenture; and

(b) Cause the proceeds of the sale of the Series 2025 Certificates and any Additional Certificates to be deposited as provided in the Indenture.

Section 4.2. Disbursement from Project Fund. The City will authorize and direct the Trustee to disburse moneys in the Project Fund for the payment, or for reimbursement to the City for payment, of the Project Costs upon the terms and conditions specified in the Indenture and in the Lease.

Section 4.3. Additional Certificates. The Trustee may deliver Additional Certificates for the purposes and upon the terms and conditions provided in the Indenture. If the City is not in default hereunder, the Trustee agrees, on request of the City, from time to time, to use its best efforts to deliver the amount of Additional Certificates specified by the City (within the limits and under the conditions specified herein and in the Indenture), provided that (a) the terms, purchase price and disposition of proceeds of the sale of such Additional Certificates have been approved in writing by the City; (b) the Trustee and the City shall have entered into an amendment to the Lease, if necessary, and this Base Lease, if necessary, to provide for the lease of any additional improvements and extensions to the property of the City and the payment by the City of Rental Payments necessary to pay the Principal Component, premium, if any, and Interest Component of the Rental Payments represented by the Additional Certificates; and (c) the City shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Certificates.

ARTICLE V

TERMINATION

Section 5.1. Termination. This Base Lease shall terminate upon the completion of the Base Lease term specified in **Section 3.2** hereof; provided, however, in the event (i) the City pays all Rental Payments and Additional Payments required by the Lease during the Maximum Lease Term, or exercises the option to purchase the remaining Base Lease term of the Trustee hereunder and pays the then applicable Purchase Price as provided in the Lease, and (ii) the Indenture has been discharged in accordance with its terms, then this Base Lease shall be considered assigned to the City and terminated through merger of the leasehold interest with the fee interest if the City is the owner of the fee interest and elects to terminate the leasehold interest so acquired from the Trustee. The Trustee agrees, upon such assignment and termination of the Base Lease term, to quit and surrender the Facilities as they then exist to the City free and clear of encumbrances, except Permitted Encumbrances.

Section 5.2. Default by the City. If an Event of Default or an Event of Nonappropriation under the Lease occurs for any reason, or if the City terminates the Lease and fails to purchase the Trustee's interest in the Facilities as provided in the Lease, the Trustee, or its assignee, shall have the right to possession of the Facilities for the remainder of the Base Lease term and shall have the right to sublease the same or sell its interest in this Base Lease upon whatever terms and conditions it deems prudent. In the event the Trustee takes possession of the Facilities, the Trustee shall obtain, but solely to the extent of funds available to it for such use under the Indenture, the same insurance coverage with respect to the Facilities as the City is required to obtain under the Lease for the remainder of the Base Lease term and will furnish the City with evidence thereof. In the event that the Trustee shall receive a payment for the sale of its interest or total rental payments for subleasing that are, after the payment of the Trustee's expenses in connection therewith including fees and expenses of the Trustee, in excess of the purchase price applicable at the time of termination or default plus interest thereon at the interest rate per annum borne by the Certificates (which must be an amount sufficient to pay the Principal Component, premium, if any, and Interest Component with respect to the Certificates, or to provide for the payment thereof as provided in **Article XIII** of the Indenture, with amounts so received to be credited first to such Interest Component and then to Principal Component), then such excess shall be paid to the City by the Trustee, its assigns or its sublessee.

Section 5.3. Default by the Trustee. Notwithstanding any default by the Trustee hereunder, the City shall not have the right to exclude the Trustee from the Facilities or to take possession thereof (except pursuant to the Lease) or to terminate this Base Lease prior to the termination of the Base Lease term; except that if, upon exercise of the option to purchase the Trustee's interest in the Facilities under the Lease granted to the City in the Lease and after the payment of the purchase price specified therein and the other sums payable under the Lease, the Trustee fails to convey its interest therein to the City pursuant to said option, then the City shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Trustee. However, in the event of any default by the Trustee hereunder, the City may maintain an action for damages or, if permitted in equity, for specific performance. In no event shall the Trustee be liable for consequential or punitive damages.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or terminated, except as provided in the Indenture.

Section 6.2. Notices. Any notice, request, complaint, demand or other communication required by this Base Lease to be given to or filed with the City or the Trustee shall be in writing and shall be given or filed in the manner and at the addresses specified in the Indenture.

Section 6.3. Waiver of Personal Liability. All liabilities under this Base Lease on the part of the Trustee are corporate liabilities of the Trustee, and, to the extent permitted by law, the City hereby releases each and every incorporator, member, director and officer of the Trustee of and from any personal or individual liability under this Base Lease. No incorporator, member, director or officer of the Trustee shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Trustee hereunder.

Section 6.4. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the City, the Trustee and their respective successors and assigns.

Section 6.5. Severability. In the event any provision of this Base Lease shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 6.6. Execution in Counterparts. This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

Section 6.7. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 6.8. Electronic Storage of Documents. The Trustee and the City 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 or 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Base Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF SEDALIA, MISSOURI, as Site Lessor

(SEAL)

ATTEST:

By: _____
Name: Andrew Dawson
Title: Mayor

Name: Jason S. Myers
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____ 2025, before me, the undersigned, a Notary Public, appeared Andrew Dawson, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF SEDALIA, MISSOURI**, a third-class city and political subdivision duly organized and existing under the laws of the State of 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 in behalf of said City 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

BOKF, N.A.,
as Site Lessee

(SEAL)

By: _____
Name: _____
Title: _____

ATTEST:

Name:
Title:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public, appeared _____, who being before me duly sworn did say that [s]he is a Vice President of **BOKF, N.A.**, a national banking association, and that said officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the bank as such officer.

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

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

**SCHEDULE 1 TO BASE LEASE
THE PROJECT SITE**

The following real estate, situated in the State of Missouri, County of Pettis, and described as follows:

LOTS NINE (9) TEN (10), ELEVEN (11) AND TWELVE (12) IN BLOCK FIVE (5) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK SIX (6) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

ALSO ,COMMENCING AT A POINT ONE HUNDRED THIRTY (130) FEET EAST AND FIFTEEN (15) FEET SOUTH OF THE SOUTHWEST CORNER OF BLOCK FIVE (5) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO SAID CITY; THENCE SOUTH FIVE HUNDRED SEVENTY SEVEN AND ONE-HALF (577 1/2) FEET TO A POINT FIFTY (50) FEET IN A WESTERLY DIRECTION FROM THE CENTER OF THE MAIN TRACT OF THE TEBO & NEOSHO RAILROAD, AND AT RIGHT ANGLE THERETO; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE FIFTY (50) FEET FROM THE CENTER AND ON THE WEST SIDE OF THE RAILROAD ONE HUNDRED EIGHTY FIVE (185) FEET TO BROADWAY, THENCE EAST ALONG THE NORTH LINE OF BROADWAY ONE THOUSAND TWENTY EIGHT (1028)FEET TO THE WEST LINE OF HANCOCK AVENUE; THENCE NORTH ALONG THE WEST LINE OF HANCOCK AVENUE SEVEN HUNDRED FIFTY ONE AND ONE-HALF FEET TO A POINT FIFTEEN (15) FEET SOUTH OF THE SOUTHEAST CORNER OF BLOCK SIX (6) OF IN SAID THIRD ADDITION; THENCE WEST ONE THOUSAND EIGHT (1008) FEET TO THE PLACE OF BEGINNING.

LOTS THREE (3), FOUR (4) FIVE (5), SIX (6), SEVEN (7), EIGHT (8), SIXTEEN (16), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY ONE (21), TWENTY TWO (22), TWENTY THREE (23) AND TWENTY FOUR (24) IN BLOCK THREE (3); AND LOTS FIVE (5) AND SIX (6) IN BLOCK SIX (6); ALL IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

LOTS NUMBERED ONE (1) AND TWO (2) IN BLOCK TWO (2) IN MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI.

EXCEPT, BEGINNING AT A POINT ON THE WESTERLY LINE OF HANCOCK AVENUE DISTANCE 275 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTH LINE OF BROADWAY AVENUE; THENCE WESTERLY DEFLECTING AN ANGLE OF 88°36' TO THE LEFT FROM SAID WESTERLY LINE OF HANCOCK AVENUE PARALLEL WITH THE NORTH LINE OF BROADWAY AVENUE 240 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF HANCOCK AVENUE 300 FEET TO A POINT; THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF BROADWAY AVENUE 240 FEET TO A POINT ON THE WESTERLY LINE OF HANCOCK AVENUE; THENCE SOUTHERLY WITH THE WESTERLY LINE OF HANCOCK AVENUE 300 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT A POINT ON THE WESTERLY LINE OF HANCOCK AVENUE DISTANCE 575 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTH LINE OF BROADWAY AVENUE, THE SAME BEING THE MOST NORTHEASTERLY CORNER OF A 1.65 ACRE TRACT OF LAND CONVEYED TO MIDWEST AUTO STORES BY SAID RAILROAD; THENCE DEFLECTING AN ANGLE OF 88°36' TO THE LEFT, WESTERLY FROM THE WESTERLY LINE OF HANCOCK AVENUE, AND ALONG THE NORTH LINE OF SAID MIDWEST AUTO PROPERTY A DISTANCE OF 240 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE WESTERLY LINE OF HANCOCK AVENUE A DISTANCE OF 178.5 FEET TO A POINT THAT IS DISTANT 15 FEET SOUTH OF THE SOUTH LINE OF BLOCK 6 OF MARTIN & COTTON'S 3RD ADDITION TO THE CITY OF SEDALIA; THENCE EASTERLY, PARALLEL WITH AND 15 FEET SOUTH OF THE SOUTH LINE OF SAID BLOCK 6 A DISTANCE OF 240 FEET TO A POINT IN THE WEST LINE OF HANCOCK AVENUE; THENCE SOUTHERLY ALONG THE WEST LINE OF HANCOCK AVENUE A DISTANCE OF 176.5 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: A TRACT OR PARCEL OF LAND IN SECTION 3, TOWNSHIP 45 NORTH, RANGE 21 WEST, OUT OF MARTIN & COTTON'S 3RD ADDITION TO THE CITY OF SEDALIA, LOCATED AT THE CORNER OF THOMPSON AVENUE AND THIRD STREET IN SAID CITY, INCLUDING ALL IMPROVEMENTS AND APPURTENANCES LOCATED THEREON, DESCRIBED AS BEGINNING AT THE POINT WHERE THE EAST LINE OF THOMPSON AVENUE INTERSECTS THE SOUTH LINE OF 3RD STREET, THENCE SOUTH 294 FEET, MORE OR LESS, THENCE EAST 78 FEET, MORE OR LESS, TO THE CENTER LINE OF THE MAIN LINE; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID LINE TO A POINT ON THE SOUTH LINE OF 3RD STREET, 250 FEET, MORE OR LESS, EAST OF THE POINT OF BEGINNING; THENCE WEST 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF 5TH STREET AND THE EAST RIGHT OF WAY LINE OF THOMPSON AVENUE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 24 IN BLOCK 3 OF MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION, TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE AND ALONG THE WEST LINE OF SAID LOT 24 AND THE WEST LINE OF LOT 1 IN SAID BLOCK 3, 275.00 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 398 PAGE 260; THENCE SOUTH 89°54'50" EAST, ALONG THE SOUTH LINE OF SAID TRACT, 85.74 FEET TO THE SOUTHEAST CORNER OF SAID TRACT SAID POINT BEING 20.0 FEET WESTERLY OF THE CENTER LINE OF THE MAIN TRACT OF THE MISSOURI-KANSAS AND TEXAS RAILROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE EASTERLY LINE OF SAID TRACT PARALLEL WITH AND 20.0 FEET WESTERLY FROM THE CENTERLINE OF SAID TRACT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1770.00 FEET AN ARC DISTANCE OF 336.98 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 28°51'45" EAST, 336.48 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF 3RD STREET AND THE NORTH LINE OF LOT 6 IN BLOCK 2 OF SAID MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION; THENCE SOUTH 89°53'50" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF SAID LOT 6 AND THE NORTH LINE OF LOTS 7 AND 8 IN SAID BLOCK 100.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 01°26'20" EAST, ALONG THE EAST LINE OF SAID LOT, 135.00 FEET TO THE NORTHWEST CORNER OF LOT 16 IN SAID BLOCK 2; THENCE SOUTH 89°53'50" EAST, ALONG THE NORTH LINE OF SAID LOT, 45.00 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 01°26'20" EAST, ALONG THE EAST LINE OF SAID LOT AND ALONG THE EAST LINE OF LOTS 9 AND 16 IN BLOCK 3 OF SAID MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION 4, 35.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF 5TH STREET; THENCE NORTH 89°55'20" WEST, ALONG THE SOUTH LINE OF SAID LOT 16 AND THE SOUTH LINE OF LOTS 17, 18 AND 19 IN SAID BLOCK 3 AND THE NORTH RIGHT OF WAY LINE OF SAID 5TH STREET, 150.00 FEET TO A POINT 30.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 19; THENCE NORTH 01°26'20" WEST, 275.0 FEET; THENCE NORTH 89°54'50" WEST, 110.80 FEET TO A POINT 30.0 FEET EASTERLY OF THE CENTERLINE OF SAID MAIN TRACT OF THE MISSOURI-KANSAS AND TEXAS RAILROAD; THENCE NORTH 22°21'37" WEST, 104.93 FEET TO A POINT 100.0 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAID THOMPSON AVENUE AND 177.87 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SAID 5TH STREET; THENCE SOUTH PARALLEL WITH AND 100.0 FEET EAST OF THE EAST RIGHT OF WAY LINE OF SAID THOMPSON AVENUE, 177.87 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SAID 5TH STREET AND THE SOUTH LINE OF LOT 22 IN SAID BLOCK 3; THENCE NORTH 89°55'20" WEST, ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 22 AND ALONG THE SOUTH LINE OF LOTS 23 AND 24 IN SAID BLOCK 100.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 5TH STREET AND THE WEST RIGHT OF WAY LINE OF THOMPSON AVENUE, SAID POINT BEING THE NORTHEAST CORNER OF LOT 12 IN BLOCK 5 OF MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION, TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT AND THE WEST RIGHT OF WAY LINE OF SAID THOMPSON AVENUE, 85.86 FEET TO A POINT 25.0 FEET SOUTHEASTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE MAIN TRACK OF THE MISSOURI-KANSAS AND TEXAS RAILROAD; THENCE SOUTH 26°25'40" WEST, PARALLEL WITH AND 25.0 FEET EAST OF THE CENTERLINE OF SAID TRACK, 898.44 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BROADWAY BOULEVARD (U.S. ROUTE 50); THENCE NORTH 89°55'55" WEST, ALONG SAID RIGHT OF WAY LINE, 55.80 FEET; THENCE NORTH 26°25'40" EAST, PARALLEL WITH AND 25.0 FEET WEST OF SAID MAIN TRACK, 995.40 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 12 AND THE SOUTH RIGHT OF WAY LINE OF SAID 5TH STREET, 12.65 FEET WEST OF THE POINT OF BEGINNING; THENCE SOUTH 89°55'20" EAST, ALONG THE NORTH LINE OF SAID LOT AND ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 5TH STREET, 12.65 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT: A PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 21 WEST, SEDALIA, PETTIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING REBAR AT THE SOUTHEAST CORNER OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 494, PAGE 573, RECORDS OF PETTIS COUNTY, SAID POINT BEING ON THE WESTERLY LINE OF HANCOCK AVENUE 275 FEET NORTHERLY FROM ITS INTERSECTION WITH THE NORTHERLY LINE OF BROADWAY AVENUE; THENCE SOUTH 0°00'35" EAST, WITH SAID WESTERLY LINE, 125.03 FEET; THENCE NORTH 88°39'00" WEST, PARALLEL TO THE NORTHERLY LINE OF BROADWAY AVENUE, 240.02 FEET; THENCE NORTH 0°02'45" WEST, 124.96 FEET TO AN EXISTING REBAR AT THE SOUTHWEST CORNER OF SAID WARRANTY DEED RECORDED IN BOOK 494, PAGE 573; THENCE SOUTH 88°40'00" EAST, WITH THE SOUTH LINE OF SAID WARRANTY DEED, 240.10 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (U.S. HIGHWAY 50) AND THE WEST RIGHT-OF-WAY LINE OF HANCOCK AVENUE BEING A STREET LOCATED IN THE CITY OF SEDALIA, MISSOURI; THENCE NORTH 01°49'22" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 149.97 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN DOCUMENT NUMBER 2010-5266; THENCE NORTH 86°55'51" WEST, ALONG THE SOUTH LINE OF SAID TRACT, 240.02 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 01°49'22" EAST, PARALLEL WITH THE WEST LINE OF SAID HANCOCK AVENUE, 607.34 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 87 PAGE 216 AND THE SOUTH LINE OF A 15.0 FOOT ALLEY; THENCE NORTH 86°43'58" WEST, ALONG SAID SOUTH LINE, 28.28 FEET; THENCE NORTH 01°46'10" EAST, AND ALONG THE EAST LINE OF LOT 6 IN BLOCK 6 OF MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, MISSOURI, TO THE NORTHEAST CORNER OF SAID LOT AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5TH STREET; THENCE NORTH 86°45'15" WEST, ALONG SAID SOUTH LINE, 331.73 FEET TO THE NORTHEAST CORNER OF "KATY TRAIL STATE PARK" AS SHOWN ON A SURVEY BY PLS-200201498, AND RECORDED IN DOCUMENT NUMBER 2015-2767 IN THE RECORDERS OFFICE OF PETTIS COUNTY, MISSOURI; THENCE SOUTH 03°11'35" WEST, ALONG THE EAST LINE OF SAID KATY TRAIL STATE PARK, 86.8 FEET; THENCE CONTINUING ALONG THE EAST LINE OF SAID PARK, SOUTH 29°37'02" WEST, 899.2 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID BROADWAY BOULEVARD (U.S. HIGHWAY 50); THENCE SOUTH 86°45'59" EAST, ALONG SAID RIGHT-OF-WAY LINE, 1023.42 FEET TO THE POINT OF BEGINNING.

ALSO: BEGINNING AT THE NORTHWEST CORNER OF LOT 9 IN BLOCK 5 OF MARTHA E. MARTIN AND SARAH E. COTTON' S 3RD ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 5TH STREET; THENCE SOUTH 86°45'15" EAST, ALONG SAID RIGHT-OF-WAY LINE, 162.50 FEET TO THE NORTHWEST CORNER OF "KATY TRAIL STATE PARK" AS SHOWN ON A SURVEY BY PLS-200201498, AND RECORDED IN DOCUMENT NUMBER 2015-2767 IN THE RECORDERS OFFICE OF PETTIS COUNTY, MISSOURI; THENCE SOUTH 29°37'02" WEST, ALONG THE WEST LINE OF SAID KATY TRAIL STATE PARK, 996.1 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (U.S. HIGHWAY 50); THENCE NORTH 86°45'59" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 28.05 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 555, PAGE 376; THENCE NORTH 28°52'50" EAST, ALONG THE EASTERLY LINE OF SAID TRACT AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE RAILROAD GROUND, 155.16 FEET; THENCE NORTH 03°09'29" EAST, ALONG SAID RAILROAD RIGHT-OF-WAY LINE, 616.92 FEET TO A POINT ON THE SOUTH LINE OF A 15.0 FOOT ALLEY; THENCE SOUTH 86°43'58" EAST, ALONG SAID SOUTH LINE, 241.73 FEET; THENCE NORTH 03°08'35" EAST, AND ALONG THE WEST LINE OF SAID LOT, 135.05 FEET TO THE POINT OF BEGINNING.

ALSO, BEGINNING AT THE SOUTHWEST CORNER OF LOT 22 IN BLOCK 3 OF MARTHA E. MARTIN AND SARAH E. COTTON'S 3RD ADDITION TO THE CITY OF SEDALIA, MISSOURI, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 5TH STREET; THENCE SOUTH 86°45'42" EAST, ALONG THE NORTH LINE OF SAID 5TH STREET, 157.6 FEET TO A POINT 30.0 FEET EAST OF THE SOUTHWEST CORNER OF LOT 19 OF SAID BLOCK 3; THENCE NORTH 01°44'30" EAST, 275.15 FEET; THENCE NORTH 86°44' WEST, 110.75 FEET; THENCE SOUTH 25°34'30" WEST, 104.95 FEET; THENCE SOUTH 03°10' WEST, 178.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED TRACT, A PART OF LOTS 9, 10 AND 11 IN BLOCK 5 OF MARTHA E. MARTIN AND SARAH E. COTTON'S THIRD ADDITION TO THE CITY OF SEDALIA, PETTIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 86°45'15" EAST, ALONG THE NORTH LINE OF SAID LOT AND ALONG THE NORTH LINE OF SAID LOTS 10 AND 11, 123.43 FEET TO A POINT 35.0 FEET PERPENDICULAR TO THE WESTERLY LINE OF KATY TRAIL STATE PARK; THENCE SOUTH 29°37'02" WEST, PARALLEL WITH AND 35.0 FEET WESTERLY OF SAID WESTERLY LINE, 134.02 FEET TO A POINT ON THE NORTH LINE OF A 15.0 FOOT ALLEY; THENCE NORTH 86°43'58" WEST, ALONG SAID NORTH LINE, 63.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTH 03°08'35" EAST, ALONG THE WEST LINE OF SAID LOT, 120.05 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING A TRACT OF LAND CONVEYED TO K-MAC ENTERPRISES, INC. BY DOCUMENT NUMBER 2024-2805; LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 21 WEST, CITY SEDALIA, PETTIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTH HANCOCK AVENUE, 58 FEET WIDE, AND THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 50, ALSO KNOWN AS EAST BROADWAY BOULEVARD, 130 FEET WIDE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 86°45'47" WEST, 273.78 FEET TO A POINT; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°47'04" EAST, 35.73 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 91.00 FEET, WHOSE CHORD BEARS NORTH 14°35'57" EAST, 40.37 FEET, AN ARC DISTANCE OF 40.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 27°24'50" EAST, 57.19 FEET; THENCE NORTH 01°47'04" EAST, 22.05 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND

CONVEYED TO THE CITY OF SEDALIA D/B/A BOTHWELL REGIONAL HEALTH CENTER BY DOCUMENT NUMBER 2022-2460 OF THE PETTIS COUNTY, MISSOURI RECORDS; THENCE ALONG SAID SOUTH LINE, SOUTH 86°51'21" EAST, 240.07 FEET TO AN IRON PIN FOUND ON SAID WEST RIGHT-OF-WAY LINE OF SOUTH HANCOCK AVENUE; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°47'04" WEST, 149.95 FEET TO THE POINT OF BEGINNING AND CONTAINS 39,007 SQUARE FEET, OR 0.895 ACRES, MORE OR LESS ACCORDING TO SURVEY AND CALCULATIONS PERFORMED BY WEIHE ENGINEERS DURING THE MONTH OF MAY, 2024.

ALSO EXCEPTING A LOT COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF BROADWAY BOULEVARD (U.S. HIGHWAY 50) AND THE WEST RIGHT-OF-WAY LINE OF HANCOCK AVENUE BEING A STREET LOCATED IN THE CITY OF SEDALIA, MISSOURI; THENCE NORTH 86°45'44" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 333.79 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 86°45'44" WEST 226.34 FEET TO A POINT; THENCE NORTHWARDLY DEPARTING FROM SAID RIGHT OF WAY LINE NORTH 03°14'16" EAST 223.50 FEET TO A POINT; THENCE SOUTH 86°45'44" EAST 254.20 FEET TO A POINT; THENCE SOUTH 01°42'38" WEST 72.54 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 51.00', AN ARC LENGTH OF 22.92 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°35'03" WEST 22.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 27°27'27" WEST 34.56 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 151.00 FEET, AN ARC LENGTH OF 64.59 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 14°02'22" WEST 64.10 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°47'04" WEST 34.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 54,046.93 SQUARE FEET OR 1.241 ACRES MORE OR LESS.

**SCHEDULE 2
TO BASE LEASE**

THE PROJECT

The Project consists of the acquisition, construction, improvement, equipping and furnishing of an aquatic center, a bowling alley, a fire training facility and a replacement for the existing Central fire station.

TAX COMPLIANCE AGREEMENT

Dated as of October 1, 2025

Between

CITY OF SEDALIA, MISSOURI,

And

**BOKF, N.A.,
as Trustee**

\$15,755,000

**CITY OF SEDALIA, MISSOURI
CERTIFICATES OF PARTICIPATION
SERIES 2025**

TAX COMPLIANCE AGREEMENT

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Exhibit A	Identification of 501(c)(3) Portion and Governmental Portion of the Certificates, Debt Service Schedule and Proof of Certificate Yield
Exhibit B	IRS Form 8038-G and IRS Form 8038
Exhibit C	Resolution of Official Intent
Exhibit D	Description of Property Comprising the Financed Facility
Exhibit E	Sample Annual Compliance Checklist for the Governmental Portion of the Financed Facility; Sample Annual Compliance Checklist for the 501(c)(3) Portion of the Financed Facility
Exhibit F	Sample Final Written Allocation
Exhibit G	Copy of Issuer's Tax Compliance Procedures

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TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), dated as of October 1, 2025, between the **CITY OF SEDALIA, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the “Issuer”) and **BOKF, N.A.**, national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”);

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the delivery by the Issuer of its \$15,755,000 principal amount of Certificates of Participation, Series 2025 (the “Certificates”), evidencing a proportionate interest of Certificate owners thereof in Rental Payments to be made by the Issuer pursuant to an annually renewable Lease Agreement dated as of October 1, 2025 (the “Lease”), between the Issuer, as lessee and the Trustee, as lessor, pursuant to a Trust Indenture dated as of October 1, 2025 (the “Indenture”) between the Issuer and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Certificate proceeds and of certain other money relating to the Certificates and set forth the conditions under which the Interest Component of the Rental Payments made by the Issuer and distributed to the registered owners of the Certificates will be excluded from gross income for federal income tax purposes.

3. The Issuer and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Certificate proceeds and the property financed or refinanced with those proceeds and the investment of the Certificate proceeds and of certain other related money, in order to establish and maintain the exclusion of the Interest Component of the Rental Payments represented by the Certificates from gross income for federal income tax purposes.

4. The Issuer adopted a Tax-Exempt Financing Compliance Procedure on January 17, 2012, as it may from time to time be amended (the “Tax Compliance Procedure”) (a current copy of which is attached as **Exhibit G**) for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Certificates.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Issuer and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture and the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

“501(c)(3) Portion” means the portion of the Certificates properly allocable to financing and refinancing the 501(c)(3) Portion of the Financed Facility and related common costs.

“501(c)(3) Portion of the Financed Facility” means the portion of the Financed Facility allocable to financing and refinancing improvements to the Issuer’s bowling alley as identified on [Exhibit E].

“Adjusted Gross Proceeds” means the Gross Proceeds of the Certificates, as applicable, reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Available Construction Proceeds” means the sale proceeds of the Certificates, increased by (a) Investment earnings on the sale proceeds, (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Certificates but not funded from the Certificates, and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Certificates. Available Construction Proceeds do not include investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (i) the second anniversary of the Issue Date or (ii) the date the Financed Facility is substantially completed.

“Bona Fide Debt Service Fund” means a fund, which may include Certificate proceeds, that (a) is used primarily to achieve a proper matching of revenues with Rental Payments within each Certificate Year; and (b) is depleted at least once each Certificate Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Certificate Year, or (2) one-twelfth of the Rental Payments on the Certificates for the immediately preceding Certificate Year.

“Bond Compliance Officer” means the Issuer’s Finance Director or other person named in the Tax Compliance Procedure.

“Certificate” or **“Certificates”** means any Certificate or Certificates described in the recitals, authenticated and delivered under the Indenture.

“Certificate Fund” means the Certificate Fund that is created and established pursuant to the Indenture.

“Certificate Year” means each one-year period (or shorter period for the first Certificate Year) ending September 15, or another one-year period selected by the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Certificates is computed. The Issuer may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Certificate is discharged is the final Computation Date.

The Issuer selects [October __, 2030] as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the written allocation of expenditures of Certificate proceeds prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement and set forth on **Exhibit F**.

“Financed Facility” or **“Financed Facilities”** means the portion of the Project financed with the proceeds of the Certificates as described on **Exhibit D** hereto.

“Foundation” means the Heckart Family Foundation, a nonprofit organization.

“Governmental Portion” means the portion of the Certificates properly allocable to the financing and refinancing of the Governmental Portion of the Financed Facility and related common costs.

“Governmental Portion of the Financed Facility” means the portion of the Financed Facility other than the 501(c)(3) Portion of the Financed Facility as identified on **[Exhibit E]**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Certificates, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, other Investment proceeds or transferred proceeds), (c) any amounts held in a sinking fund for the Certificates, (d) any amounts held in a pledged fund or reserve fund for the Certificates, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited) to amounts held in the following funds and accounts:

- (1) Project Fund.
- (2) Certificate Fund.

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture, dated as of October 1, 2025, between the Issuer and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

“Interest Component” means the portion of each payment of Rental Payments that represents the payment of interest as set forth in the Lease.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the United States Internal Revenue Service.

“Issue Date” means [October __, 2025].

“Issuer” means the City of Sedalia, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Issuer.

“Lease” means the Lease Agreement dated as of October 1, 2025, between the Trustee, as lessor, and the Issuer, as lessee, as amended and supplemented in accordance with the provisions thereof.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facilities, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Certificates, or (2) the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Certificates.

“Net Proceeds” means, when used in reference to the Certificates, the sale proceeds of the Certificates (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

“Non-Qualified Use” means, with respect to the Governmental Portion, use of Certificate proceeds or the Governmental Portion of the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Certificate proceeds or the Governmental Portion of the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Governmental Portion of the Financed Facility, will constitute use under Regulations § 1.141-3. With respect to the 501(c)(3) Portion, Non-Qualified Use means use of Certificate proceeds or the 501(c)(3) Portion of the Financed Facility (1) in a trade or business carried on by any Non-Qualified User, (2) in any activity of a Tax-Exempt Organization which constitutes an “unrelated trade or business,” determined by applying Code § 513(a), or (3) to pay Costs of Issuance. The rules set out in Regulations § 1.141-3 as modified by § 1.145-2 determines whether Certificate proceeds or the 501(c)(3) Portion of the Financed Facility is “used” in a trade or business.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Official Intent Date” means August 19, 2024, as described in **Section 2.1(j)**.

“Opinion of Special Counsel” means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Special Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the Interest Component of the Rental Payments of the Certificates from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Certificates, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Certificates.

“Principal Component” means the portion of each payment of Rental Payments that represents the payment of principal as set forth in the Lease.

“Project” means all of the property being acquired, developed, constructed, renovated, and equipped by the Issuer using proceeds of the Certificates and Qualified Equity, all as described on **Exhibit D**.

“Project Fund” means the Project Fund that is created and established pursuant to the Indenture.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the Issuer’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based

on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

[**"Qualified User"** means, with respect to the Governmental Portion, a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States. The term Qualified User means, with respect to the 501(c)(3) Portion, a nonprofit organization, organized under the laws of the United States of America or any state, that is described in Code § 501(c)(3) and is exempt from federal income taxes under Code § 501(a).]

"Reasonable Retainage" means Gross Proceeds retained by the Issuer for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of Certificates on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

"Rebate Analyst" means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

"Regulations" means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Certificates.

"Rental Payments" has the meaning assigned in the Indenture.

"Special Counsel" means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

"Tax Agreement" means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

"Tax Compliance Procedure" means the Issuer's Tax-Exempt Financing Compliance Procedure dated January 17, 2012 as it may from time to time be amended (a copy of which is attached as **Exhibit G**).

"Tax-Exempt Bond File" means documents and records for the Certificates maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

"Tax-Exempt Organization" means a nonprofit organization, organized under the laws of the United States of America or any state, that is described in Code § 501(c)(3) and is exempt from federal income taxes under Code § 501(a).

“Transcript” means the Transcript of Proceedings relating to the authorization and delivery of the Certificates.

“Trustee” means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, the original purchaser of the Certificates.

“Yield” means yield on the Certificates, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) *Organization and Authority.* The Issuer (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Certificates for the purposes set forth in the Indenture, to enter into, execute and deliver the Lease, the Indenture, the Certificates, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Lease, the Certificates, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Plan of Finance.* As shown on **Exhibit A**, the Lease is being entered into and the Certificates are being delivered to finance projects for both the 501(c)(3) Financed Facility and the Governmental Financed Facility. The Issuer is electing pursuant to Code § 141(b)(9) and Regulations §§ 1.141-13(d), 1.148-9(h), and 1.150-1(c)(3) to treat the Certificates as two issues, the 501(c)(3) Portion and the Governmental Portion, for all purposes other than Code §§ 141(c)(1), 141(d)(1), 144(a), 148, 149(d) and 149(g). The 501(c)(3) Portion, as shown on **Exhibit A**, will be treated as a separate issue of Qualified 501(c)(3) Bonds and an IRS Form 8038 (Information Return for Tax-Exempt Private Activity Bonds Issues) is being filed in conjunction with the issuance of the 501(c)(3) Portion. The Governmental Portion, as shown on **Exhibit A** will be treated as a separate issue of “governmental bonds” as defined in Regulations § 1.150-1(b). An IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is being filed in conjunction with the issuance of the Governmental Portion.

Though the 501(c)(3) Portion of the Bonds and 501(c)(3) Portion of the Financed Facility is currently being used exclusively by the Issuer, the Issuer is delivering the 501(c)(3) Portion of the Certificates to maintain flexibility in future use of the 501(c)(3) Portion of the Financed Facility.

(b) *Tax-Exempt Status of Certificates—General Representation and Covenants and Allocation of Proceeds to Project.*

(1) In order to maintain the exclusion of the Interest Component of the Rental Payments from gross income for federal income tax purposes, the Issuer (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Certificate proceeds, other money held under the Indenture, or other funds of the Issuer, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any portion of the Lease or Certificates to become a “private activity bond” as defined in Code § 141.

(2) The Issuer has and will finance the Project with the proceeds of Certificates and Qualified Equity. For purposes of the covenants in this Section 2.1 relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by the proceeds of the Certificates (that is, the Financed Facility).

(c) *Governmental Obligations—Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facility has been and is expected to be owned by the Issuer or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use, except as provided in 2.1(g) herein. Throughout the Measurement Period, the Issuer will not permit any Non-Qualified Use of the Financed Facility without first consulting with Special Counsel.

(d) *Governmental Obligations—Private Security or Payment.* As of the Issue Date, the Issuer expects that none of the Rental Payments will be (under the terms of the Lease, the Certificates or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Lease or the Certificates without first consulting with Special Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Certificates will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management Agreements.* As of the Issue Date, the Issuer has no other Management Agreements for any portion of the Project with Non-Qualified Users. During the Measurement Period, the Issuer has not and will not modify, extend, enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Special Counsel.

(g) *Leases.* Except for (1) the Lease, which does not give rise to Non-Qualified Use, as of the Issue Date, the Issuer has not entered into any leases of any portion of the Project other than Qualified Use Agreements during the Measurement Period. During the Measurement Period, the Issuer will not enter into or renew any other arrangement other than a Qualified Use Agreement, without first consulting with Special Counsel.

[(h) *Naming Rights.* The Issuer, Sue Heckartt (“Sue”) and the Heckart Family Foundation (the “Family Foundation,” with Sue, collectively the “Donor”) entered into a Gift Agreement dated [July __, 2025], providing for the Donor to make a benevolent gift to the Issuer for the benefit of the Project. One condition on the gift was that the bowling be named Memory Lanes. No further rights or control with respect to the bowling alley were provided to the Donor as part of the agreement.]

(i) *Limit on Maturity of Certificates.* A list of the assets included in the Financed Facilities and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the “average maturity” of the Certificates, as computed by Special Counsel, does not exceed the average reasonably expected economic life of the Financed Facilities.

(j) *Expenditure of Certificate Proceeds.*

(1) The Issuer will evidence each allocation of the proceeds of the Certificates and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility financed was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the Issuer adopted a resolution declaring the intent of the Issuer to finance the Financed Facility with tax-exempt financing and to reimburse the Issuer for expenditures made for the Financed Facility prior to the issuance of Certificates. A copy of the resolution is attached to this Tax Certificate as **Exhibit C**. In accordance with Regulation § 1.150-2(d), the Issuer expects to allocate [\$_____] of proceeds of the Certificates to reimburse expenditures paid prior to the Issue Date, as shown on **Exhibit D**. No reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation.

(k) *Registered Certificates.* The Indenture requires that all of the Certificates will be delivered and held in registered form within the meaning of Code § 149(a).

(l) *Certificates Not Federally Guaranteed.* The Issuer will not take any action or permit any action to be taken which would cause any Certificate to be “federally guaranteed” within the meaning of Code § 149(b).

(m) *IRS Form 8038-G.* Special Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Agreement or otherwise provided by the Issuer. Special Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Special Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**. The Issuer has allocated [\$_____] of the Net Proceeds of the Certificates to reimburse expenditures made prior to the Issue Date and that amount should be reflected on Line 45a of Form 8038-G. A list of expenditures to be reimbursed is included as part of **Exhibit D**.

(n) *Hedge Bonds.* At least 85% of the net sale proceeds of the Certificates will be used to carry out the governmental purpose of the Certificates within three years after the Issue Date, and not more than 50% of the proceeds of the Certificates will be invested in Investments having a substantially guaranteed Yield for four years or more.

(o) *Compliance with Future Tax Requirements.* The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the Interest Component of the Rental Payments of the Certificates from gross income for federal income tax purposes.

[(p) *Separate Issue; No Other Issues.*

(1) 501(c)(3) Portion; Governmental Portion. Absent a special election, the Lease and the Certificates would constitute a single “issue” under Regulations § 1.150-1(c) for all purposes. However, the Issuer elects pursuant to Regulations §§ 1.141-13(d), 1.148-9(h), and 1.150-1(c)(3) to treat the 501(c)(3) Portion and the Governmental Portion of the Certificates as described in **Section 2.1(b)** of this Tax Certificate as separate issues for all purposes other than Code §§ 141(c)(1), 141(d)(1), 144(a), 148, 149(d) and 149(g). A separate IRS Form 8038-G is being executed in connection with the issuance of the Governmental Portion and an IRS Form 8038 is being executed in connection with the issuance of the 501(c)(3) Portion.

(5) No other Debt Obligations. No other debt obligations of the Issuer (A) are being sold within 15 days of the delivery of the Lease and the Certificates, (B) are being sold under the same plan of financing as the Lease and the Certificates, and (C) are expected to be paid from substantially the same source of funds as the Certificates (disregarding guarantees from unrelated parties, such as bond insurance).

(q) *Interest Rate Swap.* As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Certificates. The Issuer will not enter into any such arrangement in the future without first consulting with Special Counsel.

(r) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Certificates. The Issuer will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(s) *Bank Qualified Tax-Exempt Obligation.* The Certificates are not “qualified tax-exempt obligations” under Code § 265(b)(3).

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Issuer as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Special Counsel, specifically referencing the Certificates and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the Interest Component of the Rental Payments of the Certificates from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the Issuer, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Certificates as it relates to any data or conclusions necessary to verify that the Certificates are not “arbitrage bonds”

within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The Issuer will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the Issuer, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the Issuer related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (i) the Certificates or (ii) any obligation issued to refund the Lease and Certificates; provided, however, if the Trustee is not retained to serve as trustee for any obligation issued to refund the Certificates (a “Refunding Obligation”), then the Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all records in its possession related to the Certificates to the trustee for the Refunding Obligation or other party agreed upon by the Issuer.

Section 2.3. Representations and Covenants with Respect to the 501(c)(3) Portion. With respect to the 501(c)(3) Portion, the Issuer represents and covenants as follows:

(b) *Public Hearing and Approval.* In connection with the issuance of the 501(c)(3) Portion, the Issuer held a public hearing as required under Code § 147(f) regarding the proposed issuance of the Bonds, at or around 6:30 P.M. on September 22, 2025, in Council Chambers in the City of Sedalia, Missouri, after published notice of the hearing advised the public that a public hearing would be held on such date to discuss the proposed issuance of the 501(c)(3) Portion and that interested parties would have an opportunity to express their views at that hearing. The hearing was open to the public, and those present were invited to express their views relating to the issuance of the 501(c)(3) Portion and the proposed use of the proceeds of the 501(c)(3) Portion. After the public hearing the City Council of the Issuer (as the Issuer’s elected legislative body) approved the issuance of the 501(c)(3) Portion as required by Code § 147(f). The screenshot of the notice of the hearing from the City’s website is attached to this Tax Certificate as [Exhibit ____], and the approval by the City Council is included as the Bond Ordinance found in [____] of the Transcript.

(c) *\$150 Million Limitation; Limit on Non-Hospital Bonds.* At least 95% of the Net Proceeds of the 501(c)(3) Portion were used or will be used to finance, refinance or reimburse capital expenditures incurred after August 5, 1997.

(d) *Qualified 501(c)(3) Bonds – Representations and Covenants.* With respect to the 501(c)(3) Portion of the Financed Facility, the Issuer represents and covenants as follows (and, in the event the Issuer enters into a lease with another Qualified User, the Issuer will ensure the Qualified User represents and covenants similarly with respect to use of the 501(c)(3) Portion of the Financed Facility):

(1) Ownership. During the Measurement Period, the property comprising the 501(c)(3) Portion of the Financed Facility has been and will be owned for federal income tax purposes by a Qualified User.

(2) Non-Qualified Use Limitation. During the Measurement Period, the amount of proceeds of the 501(c)(3) Portion used in a Non-Qualified Use will not exceed 5% of the Net Proceeds of the 501(c)(3) Portion. The Issuer understands that, for purposes of this paragraph, use of the 501(c)(3) Portion of the Financed Facility is treated as the use of proceeds of the 501(c)(3) Portion. As of the Issue Date, except for any Costs of Issuance financed with the Net Proceeds of the 501(c)(3) Portion, the Issuer does not expect that any proceeds of the 501(c)(3) Portion or any portion of the 501(c)(3) Portion of the Financed Facility will be used in a Non-Qualified Use during the Measurement Period.

(3) Management Agreements. As of the Issue Date, the Issuer has not entered into any Management Agreements for any portion of the 501(c)(3) Portion of the Financed Facility with Qualified Users or Non-Qualified Users during the Measurement Period. During the Measurement Period, the Issuer will not enter into or renew any Management Agreement without first consulting with Special Counsel.

(4) Leases. As of the Issue Date, the Issuer has not entered into any leases of any portion of the 501(c)(3) Portion of the Financed Facility during the Measurement Period. During the Measurement Period, the Issuer will not enter into or renew any lease or similar agreement or arrangement (including a Qualified Use Agreement with another Qualified User) without first consulting with Special Counsel.

(5) Unrelated Trade or Business Use. During the Measurement Period, the Issuer will not permit any unrelated trade or business activity (with respect to use by itself or any other user) with respect to the 501(c)(3) Portion of the Financed Facility without first consulting with Special Counsel.

(d) *Prohibited Facilities.* No portion of the proceeds of the 501(c)(3) Portion will be used to provide any airplane, skybox, or other private luxury box, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, as such terms are used in Code § 147(e).

(e) *Limit on Costs of Issuance.* Not more than 2% of the sale proceeds of the 501(c)(3) Portion will be used to pay Costs of Issuance.

(f) *IRS Form 8038.* With respect to the 501(c)(3) Portion, Special Counsel will prepare IRS Form 8038 (Information Return for Tax-Exempt Private Activity Bond Issues), based on the representations and covenants of the Issuer contained in this Tax Certificate, the 501(c)(3) Agreement or otherwise provided by the Issuer. Special Counsel will sign the return as paid preparer following completion and deliver copies of the completed Form 8038 to the Issuer for execution and for the Issuer's records. The Issuer agrees to timely execute and return to Special Counsel the execution copy of Form 8038 for filing with the IRS. A copy of the "as-filed" Form 8038 along with a proof of filing will be included as **Exhibit C** of this Tax Certificate. The Issuer does not know of any inaccuracies in the Form 8038. The Issuer specifically confirms the accuracy of the following information:

Type of Property Financed by Nonrefunding Proceeds	Amount
Land	\$0.00
Buildings and Structures	0.00
Equipment with Recovery Period of More Than 5 Years	0.00
Equipment with Recovery Period of 5 Years or Less	0.00
Total -- (Should Equal Line 30 on Form 8038)	\$.

**North American Industry Classification System (NAICS) of
Property Financed by Non-Refunding Proceeds**

Classification Number	Amount of Non Refunding Proceeds
[]	\$.
Total-- (Should Equal Line 30 on Form 8038)	\$.

(g) *Limit on Maturity of Bonds.* A list of the assets comprising the 501(c)(3) Portion of the Financed Facility and a computation of their “average reasonably expected economic life” is attached to this Tax Certificate as **Exhibit E**. Based on this computation, the “average maturity” of the 501(c)(3) Portion, as computed by Special Counsel, does not exceed 120% of the average reasonably expected economic life of the 501(c)(3) Portion of the Financed Facility. The “average reasonably expected economic life” of the 501(c)(3) Portion of the Financed Facility was determined as follows: the average economic life of the 501(c)(3) Portion of the Financed Facility as of the respective issue dates of the Certificates was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Certificates to the Issue Date. The “average maturity” of the Certificates, as computed by Special Counsel, does not exceed the average reasonably expected economic life of the 501(c)(3) Portion of the Financed Facility, as such terms are used in Code § 147(b).

Section 2.4. Representations and Covenants with Respect to the Governmental Portion.

With respect to the Governmental Portion, the Issuer represents and covenants as follows:

(a) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, all of the Governmental Portion of the Financed Facility has been and is expected to be owned by the Issuer or another Qualified User. Throughout the Measurement Period, no portion of the Governmental Portion of the Financed Facility has been or is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the Issuer has not and will not permit any Non-Qualified Use of the Governmental Portion of the Financed Facility without first consulting with Special Counsel.

(b) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the Issuer expects that none of the principal and interest on the Governmental Portion will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

- (1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or
- (2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Governmental Portion without first consulting with Special Counsel.

(c) *No Private Loan.* Not more than 5% of the net proceeds of the Governmental Portion will be loaned directly or indirectly to any Non-Qualified User.

(d) *Management Agreements.* With respect to the Governmental Portion of the Financed Facility, as of the Issue Date, the Issuer has no Management Agreements with Non-Qualified Users. During

the Measurement Period, the Issuer has not and will not enter into or renew any Management Agreement with any Non-Qualified User without first consulting with Special Counsel.

(e) *Leases.* With respect to the Governmental Portion of the Financed Facility, as of the Issue Date, the Issuer has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements during the Measurement Period. During the Measurement Period, the Issuer has not and will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first consulting with Special Counsel.

(f) *Limit on Maturity of Bonds.* A list of the assets comprising the Governmental Portion of the Financed Facility and a computation of their “average reasonably expected economic life” is attached to this Tax Certificate as **Exhibit E**. Based on this computation, the “average maturity” of the Governmental Portion, as computed by Special Counsel, does not exceed 120% of the average reasonably expected economic life of the Governmental Portion of the Financed Facility. The “average reasonably expected economic life” of the Governmental Portion of the Financed Facility was determined as follows: the average economic life of the Governmental Portion of the Financed Facility as of the issue date of the Certificates was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Certificates to the Issue Date. The “average maturity” of the Bonds, as computed by Special Counsel, does not exceed the average reasonably expected economic life of the Governmental Portion of the Financed Facility, as such terms are used in Code § 147(b).

(g) *IRS Form 8038-G.* With respect to the Governmental Portion, Special Counsel will prepare IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Special Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer’s records. The Issuer agrees to timely execute and return to Special Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**. The Issuer has allocated [\$_____] of the Net Proceeds of the Certificates allocable to the Governmental Portion to reimburse expenditures made prior to the Issue Date and that amount should be reflected on Line 45a of Form 8038-G. A list of expenditures to be reimbursed is included as part of **Exhibit E**.

Section 2.5. Survival of Representations and Covenants. All representations, covenants and certifications of the Issuer and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Issuer or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the approval and delivery of the Certificates, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Certificates.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Issuer’s expectations as to the sources, uses and investment of Certificate proceeds and other money, in order to support the Issuer’s conclusion that the Certificates are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Issuer is an officer of the Issuer responsible for executing and delivering the Lease and authorizing the Trustee to deliver the Certificates.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Issuer set forth in this Tax Agreement are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Lease is executed and delivered, and the Certificates are being delivered for the purpose of providing funds to (a) finance costs of the Project and (b) pay costs related to the delivery of the Certificates.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

Project Fund
Certificate Fund

Section 3.5. Amount and Use of Certificate Proceeds and Other Money.

(a) *Amount of Certificate Proceeds.* The total proceeds to be received by the Issuer from the sale of the Certificates will be as follows:

Principal Amount	\$15,755,000.00
[Net] Original Issue Premium	
Donor Contribution	
Underwriting Discount	()
Total Proceeds Received by Issuer	\$

(b) *Use of Certificate Proceeds and Other Money.* The Certificate proceeds are expected to be allocated to expenditures as follows: [\$] will be deposited in the Project Fund, of which (1) [\$] will be used to pay delivery costs of the Certificates and (2) [\$] will be used to pay costs of the Project.

[Section 3.6. Multipurpose Issue. Under Regulations §§ 1.141-13(d), 1.148-9(h) and 1.150-1(c)(3), the Bonds will be treated as two separate issues, the 501(c)(3) Portion and the Governmental Portion (as described in **Section 2.1(b)**). The sale proceeds of the Bonds allocable to each portion is as shown on **Exhibit A.**]

Section 3.7 No Current Refunding. No proceeds of the Certificates will be used to pay principal or interest on any other debt obligation.

Section 3.8. Project Completion. The Issuer has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Certificates on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Certificates to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Certificates will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

Section 3.9. Sinking Funds. The Issuer is required to make periodic payments in amounts sufficient to pay the Rental Payments on the Certificates. Such payments will be deposited into the Certificate Fund. Except for the Certificate Fund, no sinking fund or other similar fund that is expected to be used to pay Rental Payments on the Certificates has been established or is expected to be established. The Certificate Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Certificates within each Certificate Year, and the Issuer expects that the Certificate Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Reserve Fund.* No reserve or replacement fund has been established for the Certificates.

(b) *No Other Replacement or Pledged Funds.* None of the Certificate proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. Except for the Certificate Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the Principal Component or Interest Component of the Rental Payments represented by the Certificates if the Issuer encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The proceeds of the Certificates will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Certificates.

(a) *Issue Price.* Based on the Underwriter's certifications in the Underwriter's Receipt for Certificates, the Issuer hereby elects to establish the issue prices of the Certificates pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Certificates for such purpose is [\$_____].

(b) *Yield.*

(1) General. Based on the above-representations, the Yield on the Certificates is [_____]%, as computed by Special Counsel and shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Certificates.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Certificates and the Lease are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Certificates, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Lease and the Certificates as described above.

Section 3.16. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Issuer does not expect that the Certificate proceeds will be used in a manner that would cause the Lease or any Certificate to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Lease is executed and the Certificates are delivered. The Issuer recognizes that the Interest Component of the Rental Payments will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating the Post-Issuance Tax Requirements must be retained in order to permit the Certificates to be refinanced with tax-exempt obligations and substantiate the position that the Interest Component of the Rental Payments on the Certificates is exempt from gross income in the event of an audit of the Certificates by the IRS.

(b) *Written Policies and Procedures of the Issuer.* The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Certificates and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The Issuer when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Certificates or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations §§ 1.141-12. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Certificates and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Certificate Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Lease and the Certificates in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in advice or a written Opinion of Special Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Certificates or (2) any obligation issued to refund the Certificates. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and

reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the Issuer and (v) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) *Accounting and Allocation of Certificate Proceeds to Expenditures.* The Bond Compliance Officer will account for the investment and expenditure of Certificate proceeds and Qualified Equity in the level of detail required by the Tax Compliance Procedure. The expected allocation of Certificate proceeds to the expenditures on the Financed Facility is shown on **Exhibit D** hereto. The Compliance Officer will supplement the expected allocation of Certificate proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of a Final Written Allocation is attached as **Exhibit F** hereto.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a sample Annual Compliance Checklist for both the Governmental Portion of the Financed Facility and the 501(c)(3) Portion of the Financed Facility. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Governmental Portion of the Financed Facility and the 501(c)(3) Portion of the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event an Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Special Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer and the Trustee any advice or Opinion of Special Counsel required under the provisions of this Tax Agreement, including any advice or Opinion of Special Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Certificates:

(a) *Project Fund.* Certificate proceeds deposited in the Project Fund and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in the Project Fund after 3 years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Certificates are exempt from the arbitrage rebate requirements of Code § 148.

(b) *Certificate Fund.* To the extent that the Certificate Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of

for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The Issuer or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer, the Trustee, or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the Issuer, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the Issuer's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(vii) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The Issuer and the Trustee retain the following records with the Certificate documents until three years after the last outstanding Certificate is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

- (1) at least three bids on the Investment must be received from persons with no financial interest in the Certificates (*e.g.*, as underwriters or brokers); and
- (2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Certificates may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Certificates and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the gross proceeds of the Certificates is exempt from the rebate requirement. To the extent all or a portion of the Certificates is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The Issuer may defer the final rebate Computation Date and the payment of rebate for the Certificates to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions.*

(1) The Issuer expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the Issuer.

(2) The following optional rebate spending exceptions can apply to the Certificates:

- (i) 6-month Exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c))
- (ii) 18-month Exception (Regulations § 1.148-7(d)).
- (iii) 2-year Exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Certificate Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the account cannot be taken into account in computing arbitrage rebate.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the Issuer may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the Issuer must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay the Principal Component of any Certificates is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the Certificates are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial six-month period, so long as this amount is spent within one year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Certificates are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2 year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Issuer uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the Certificates or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2 year spending exceptions only, the Certificates meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months (in the case of the 18-month exception) or 3 years (in the case of the 2 year spending test) after the Issue Date.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Certificates at such

times as reports are provided to the Issuer, and not later than ten days following each Computation Date. The Issuer will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Certificate Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Certificates, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the Issuer together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals.

(b) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money provided by the Issuer) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the Issuer desires that a different firm act as the Rebate Analyst, then the Issuer by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the Issuer fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Filing Requirements. The Trustee and the Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Special Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Certificates.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the delivery of the Certificates and will continue in force and effect until the Principal Component and

Interest Component on all Certificates have been fully paid and all such Certificates are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Certificate owners, but only if such amendment is in writing and is accompanied by an Opinion of Special Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause the Interest Component of the Rental Payments to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer and the Trustee receive this Opinion of Special Counsel.

Section 5.3. Opinion of Special Counsel. The Issuer and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Special Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of the Interest Component of the Rental Payments from gross income for federal income tax purposes. The Issuer and the Trustee will comply with any further or different instructions provided in an Opinion of Special Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Certificates or the exclusion from gross income of the Interest Component of the Rental Payments.

Section 5.4. Reliance. In delivering this Tax Agreement the Issuer and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the Issuer nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Certificates and the exclusion from federal gross income of the Interest Component of the Rental Payments.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Certificates is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Issuer and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Certificates. Nothing in this Tax Agreement or in the Indenture or the Certificates, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Certificates, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Certificate owners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be sent, received and stored, by electronic means.

The parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Certificates.

CITY OF SEDALIA, MISSOURI

By: _____
Title: Mayor

BOKF, N.A., as Trustee

By: _____
Title: _____

EXHIBIT A

**IDENTIFICATION OF 501(C)(3) PORTION AND GOVERNMENTAL PORTION, DEBT
SERVICE SCHEDULE AND PROOF OF YIELD**

EXHIBIT B

IRS FORM 8038-G AND FORM 8038

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY
AND
CALCULATION OF AVERAGE ECONOMIC LIFE OF THE 501(C)(3) PORTION OF THE
FINANCED FACILITY**

EXHIBIT E

SAMPLE ANNUAL COMPLIANCE CHECKLIST FOR THE GOVERNMENTAL PORTION*

Name of tax-exempt obligations (“Certificates”) financing the Project:	\$15,755,000 City of Sedalia, Missouri Certificates of Participation, Series 2025
Delivery Date of Certificates:	[October __, 2025]
Placed in service date of Project Facility:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Governmental Financed Facility owned by the Issuer during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was advice of Special Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Governmental Financed Facilities leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of Special Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	

* Capitalized words and terms used herein, unless otherwise defined here or the context requires otherwise, shall have the same meanings ascribed to them in the Issuer’s Tax Exempt Financing Compliance Procedure.

Item	Question	Response
3 Management or Service Agreements	Has the management of all or any part of the operations of the Governmental Financed Facilities been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the management agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Governmental Financed Facilities?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the agreement? If Yes, include a description of the advice in the Tax-Exempt Bond File. If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

SAMPLE
ANNUAL COMPLIANCE CHECKLIST FOR THE 501(c)(3) PORTION*

Name of tax-exempt obligations (“Certificates”) financing the Project:	\$15,755,000 City of Sedalia, Missouri Certificates of Participation, Series 2025
Delivery Date of Certificates:	[October __, 2025]
Placed in service date of Project Facility:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire 501(c)(3) Financed Facilities owned by the Issuer during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was advice of Special Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the 501(c)(3) Financed Facilities leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of Special Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	

* Capitalized words and terms used herein, unless otherwise defined here or the context requires otherwise, shall have the same meanings ascribed to them in the Issuer’s Tax Exempt Financing Compliance Procedure.

Item	Question	Response
3 Management or Service Agreements	Has the management of all or any part of the operations of the 501(c)(3) Financed Facilities been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the management agreement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the 501(c)(3) Financed Facilities?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Special Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Special Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

\$15,755,000
CITY OF SEDALIA, MISSOURI
CERTIFICATES OF PARTICIPATION
SERIES 2025

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Sedalia, Missouri (the “Issuer”) and in that capacity is authorized to execute federal income tax returns required to be filed by the Issuer and to make appropriate elections and designations regarding federal income tax matters on behalf of the Issuer. This allocation of the proceeds of the certificates referenced above (the “Certificates”) is necessary for the Issuer to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Certificate proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the Issuer or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Certificates.

Background. The Certificates were delivered on [October __, 2025] (the “Issue Date”), by the City of Sedalia, Missouri (the “Issuer”) pursuant to a Trust Indenture dated as of October 1, 2025, between the Issuer and BOKF, N.A., as trustee. The Certificates were delivered in order to provide funds to pay (1) new capital projects of the Issuer (the “Project”) and (2) refund a prior debt obligation of the Issuer. Proceeds of the Certificates were deposited in the Project Fund.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Certificates and the remaining portion of the costs of the Project was paid from earnings from the investment of sale proceeds and from other money of the Issuer as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Certificate proceeds (i.e., the “Financed Facility” referenced in the Tax Compliance Agreement) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the Issuer allocates the proceeds of the Certificates to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the Issuer for an amount it had previously paid or incurred. Amounts received from the sale of the Certificates and retained as underwriter’s discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Certificates.

Placed In Service. The Project was “placed in service” on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has

reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The Issuer reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF SEDALIA, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

**SCHEDULE 1
TO FINAL WRITTEN ALLOCATION**

ALLOCATION OF SOURCES AND USES

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED ASSETS
&
DETAILED LISTING OF EXPENDITURES**

EXHIBIT G

COPY OF ISSUER'S TAX COMPLIANCE PROCEDURE

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSTRUCTION MANAGER AT RISK FOR THE SEDALIA FIRE STATION/FIRE TRAINING/BOWLING ALLEY PROJECT.

WHEREAS, The City of Sedalia, Missouri, received Amendment Number 1 from Nabholz Construction Corporation for a Construction Manager at Risk for the Sedalia Fire Station/Fire Training/Bowling Project; and

WHEREAS, under the amendment, the City of Sedalia, Missouri, shall pay the sum and amount of Thirteen Million Nine Hundred Forty-two Thousand Two Hundred Seventy-six Dollars (\$13,942,276.00) to Nabholz Construction Corporation for said services as described in the Amendment attached to this ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the amendment by and between the City of Sedalia, Missouri, and Nabholz Construction Corporation in substantively the same form and content as the agreement has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the document in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September 2025.

ATTEST:

Andrew L. Dawson, Mayor

Jason S. Myers
City Clerk

Council Agenda



CONSTRUCTION
573-507-7700
Nabholz.com/construction

September 18, 2025

City of Sedalia
Kelvin Shaw, Project Director
200 S Osage Ave.
Sedalia, MO 65301

Ref: Guaranteed Maximum Price for the Sedalia Fire Station, Fire Training, & Bowling Alley

Mr. Kelvin Shaw,

Enclosed please find for your review revisions discussed and approval Contract Amendment No. 1 for the Sedalia Fire Station, Fire Training, & Bowling Alley.

The project includes construction per design drawings and specifications issued by Hoefer Welker dated 07/11/2025. Specific contract documents with dates are included in exhibit B of this document.

The project schedule is included with Exhibit C and with an anticipated Substantial Completion date of September 30, 2026.

I look forward to a successful project with you and your team.

Sincerely,

Mitchell Fuemmeler
General Manager
Nabholz Construction Corporation

Cc: **Nabholz:** Jeff Gattis, Jon Pahl, Jarrett Sims, Frank Schaffer, Tim Warner, Justin Bolten,
Hoefer Welker: Ken Henton, Katherine Waldrop, Brian Crawford, Ethan hale, Shannon Zlab



CONSTRUCTION
573-507-7700
Nabholz.com/construction

Amendment No. 1

TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Sedalia Fire Station, Fire Training, & Bowling Alley – Guaranteed Maximum Price

Pursuant to Section 3.2 of the Agreement, dated 03/03/2025 between The City of Sedalia (Owner) and Nabholz Construction Corporation (the Construction Manager), for construction of Fire Station, Fire Training, & Bowling Alley for The City of Sedalia the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the project, including the estimated Cost of the Work as defined in Exhibit A and the Construction Manager's Fee as defined within Agreement Article 6, is **\$13,942,276**. This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A, B & C as follows:

Exhibit A	GMP Cost Breakdown
Exhibit B	Listing of Drawings, Specifications, Addenda, and other Conditions of the Contract on which the Guaranteed Maximum Price is based
Exhibit C	Contract Schedule

The information contained herein is considered confidential and proprietary and is being provided by Nabholz Construction Corporation specifically for the project noted and the exclusive use of the individual or firm that requested it. Any duplication, re-transmission or modification of any of the information is strictly prohibited without the written authorization of Nabholz Construction Corporation.

ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment is: 9/30/2026

The substantial completion date is contingent upon the execution of this GMP amendment and receipt of all permits on or before September 24, 2025.

ARTICLE III CLARIFICATIONS

- Sales or Use Taxes.
- This project is located on a site previously determined to have contaminated soils. Recent reports have been provided confirming the soil is able to remain as exists with the exception of a small area as identified in the contract documents. This GMP includes mitigation efforts at the specific locations defined but excludes any costs or schedule impacts from other contaminated or otherwise unsuitable soils onsite.



CONSTRUCTION
573-507-7700
Nabholz.com/construction

ARTICLE IV EXCLUSIONS

- Removal of spoils from construction for new McDonald's location at the intersection of E Broadway and S Hancock Ave. Grading scope assumes this material will be removed by others prior to mobilization of this contract and existing grades match the surveys provided.
- Information listed in construction notes on C-402, C-403, & C-404 pertaining to utilities. All work referenced on these sheets is performed by the utility company referenced. Any fees or other costs from the utilities are also excluded.
- Gas or propane service to Fire Training. Facility is to be 100% Electric.
- Costs for utility tap(s) and/or development fees.
- 3rd Party Testing and Inspections to be completed and paid by Owner.
- Asphalt paving on public roadways.
- Furnishings, Fixtures & Equipment.
- Purchase of items listed as OFCI.
- Door hardware 49 listed in spec section 087100 pg. 40
- Relocation of items listed on Fire Station sheet AF-101 as OFCI other than gear lockers.
- Purchase and installation of items listed as OFOI.
- Vinyl Graphics as specified are excluded in their entirety and are anticipated to be OFOI
- All work related to the burn tower is excluded. Nabholz will complete the Site Development scope in the proposed area of the Burn Tower and turn over that space for a separate contractor to procure and install all related work.
- Maintenance and warranty for landscaping scope of work
- Relocation of existing site electric, site lighting, or other utilities
- Rock excavation
- Topsoil testing and soil amendments or admixtures above and beyond those listed in the construction documents.
- Relocation or connection to any unforeseen, existing utilities
- Excludes any cost or schedule impact arising from a code review by the city or any other authority having jurisdiction

1316 Old 63 South, Suite 102 | Columbia, MO 65201 | Phone 1.877.NABHOLZ

Conway, AR | Little Rock, AR | North Little Rock, AR | Jonesboro, AR | Fort Smith, AR | Rogers, AR | Springfield, MO | Columbia, MO
Lenexa, KS | Olive Branch, MS | Nashville, TN | Portland, TN | Tulsa, OK | Oklahoma City, OK | Oxford, CT

www.nabholz.com

Council Agenda



CONSTRUCTION
573-507-7700
Nabholz.com/construction

OWNER

(Signature)

(Printed name and title)

Date

ATTEST

CONSTRUCTION MANAGER

(Signature)

Mitchell Fuemmeler, General Manager

(Printed name and title)

Date

ATTEST

Exhibit A GMP Breakdown



PROJECT NAME Sedalia Fire, Training, Bowling GMP
PROJECT LOCATION Sedalia, MO
REVIEW DATE 9/18/2025
ARCHITECT Hoefer Walker
ESTIMATED DURATION 12 mo
BUILDING SIZE 31,860 SF

Nabholz	Job Phase	Description	Quantity	Total	Unit Price
01-7423		Final Cleaning			
	02 Fire Station				
		Magers Elite Cleaning	1.00 lsum	7,404	7,404.00 /lsum
		02 Fire Station	8,585.00 sqft	7,404	0.86 /sqft
	03 Fire Training				
		Magers Elite Cleaning	1.00 lsum	1,951	1,951.00 /lsum
		03 Fire Training	4,500.00 sqft	1,951	0.43 /sqft
	04 Bowling Alley				
		Magers Elite Cleaning	1.00 lsum	13,834	13,834.00 /lsum
		04 Bowling Alley	18,775.00 sqft	13,834	0.74 /sqft
		01-7423 Final Cleaning	31,860.00 sqft	23,189	0.73 /sqft
03-0010		Building Concrete			
	02 Fire Station				
		Reasbeck Construction	1.00 lsum	223,900	223,900.00 /lsum
		02 Fire Station	8,585.00 sqft	223,900	26.08 /sqft
	03 Fire Training				
		Reasbeck Construction	1.00 lsum	112,675	112,675.00 /lsum
		03 Fire Training	4,500.00 sqft	112,675	25.04 /sqft
	04 Bowling Alley				
		Reasbeck Construction	1.00 lsum	419,440	419,440.00 /lsum
		04 Bowling Alley	18,775.00 sqft	419,440	22.34 /sqft
		03-0010 Building Concrete	31,860.00 sqft	756,015	23.73 /sqft
04-2000		Masonry			
	02 Fire Station				
		AAA Masonry	1.00 lsum	235,900	235,900.00 /lsum
		02 Fire Station	8,585.00 sqft	235,900	27.48 /sqft
		04-2000 Masonry	31,860.00 sqft	235,900	7.40 /sqft
05-1205		Structural and Miscellaneous Steel			
	02 Fire Station				
		Delongs	1.00 lsum	30,801	30,801.00 /lsum
		02 Fire Station	8,585.00 sqft	30,801	3.59 /sqft
	03 Fire Training				
		Delongs	1.00 lsum	1,226	1,226.00 /lsum
		03 Fire Training	4,500.00 sqft	1,226	0.27 /sqft
	04 Bowling Alley				
		Delongs	1.00 lsum	52,458	52,458.00 /lsum
		04 Bowling Alley	18,775.00 sqft	52,458	2.79 /sqft
		05-1205 Structural and Miscellaneous Steel	31,860.00 sqft	84,485	2.65 /sqft
06-1800		Wood Framing and SIPS Panels			
	02 Fire Station				
		Structural Panel Innovations	1.00 lsum	332,937	332,937.00 /lsum
		P&P Bond	1.00 lsum	10,089	10,089.00 /lsum
		02 Fire Station	8,585.00 sqft	343,026	39.96 /sqft
		06-1800 Wood Framing and SIPS Panels	31,860.00 sqft	343,026	10.77 /sqft
06-2200		Millwork & Carpentry			
	02 Fire Station				
		Blake Cloia	1.00 lsum	57,105	57,105.00 /lsum
		02 Fire Station	8,585.00 sqft	57,105	6.65 /sqft
	04 Bowling Alley				



PROJECT NAME Sedalia Fire, Training, Bowling GMP
PROJECT LOCATION Sedalia, MO
REVIEW DATE 9/18/2025
ARCHITECT Hoefer Walker
ESTIMATED DURATION 12 mo
BUILDING SIZE 31,860 SF

Nabholz	Job Phase	Description	Quantity	Total	Unit Price
	04	Bowling Alley			
		Blake Cloth	1.00 lsum	53,063	53,063.00 /lsum
	04	Bowling Alley	18,775.00 sqft	53,063	2.83 /sqft
07-1000		06-2200 Millwork & Carpentry	31,860.00 sqft	110,168	3.46 /sqft
		Waterproofing and Dampproofing			
	02	Fire Station			
		DH Restoration	1.00 lsum	54,476	54,476.00 /lsum
	02	Fire Station	8,585.00 sqft	54,476	6.35 /sqft
	03	Fire Training			
		DH Restoration	1.00 lsum	11,554	11,554.00 /lsum
		03 Fire Training	4,500.00 sqft	11,554	2.57 /sqft
	04	Bowling Alley			
		DH Restoration	1.00 lsum	17,304	17,304.00 /lsum
		04 Bowling Alley	18,775.00 sqft	17,304	0.92 /sqft
07-2400		07-1000 Waterproofing and Dampproofing	31,860.00 sqft	83,334	2.62 /sqft
		Exterior Insulation and Finish System			
	02	Fire Station			
		Oaks Brothers	1.00 lsum	208,708	208,708.00 /lsum
	02	Fire Station	8,585.00 sqft	208,708	24.31 /sqft
	04	Bowling Alley			
		Oaks Brothers	1.00 lsum	70,481	70,481.00 /lsum
		04 Bowling Alley	18,775.00 sqft	70,481	3.75 /sqft
07-4100		07-2400 Exterior Insulation and Finish System	31,860.00 sqft	279,189	8.76 /sqft
		Metal Wall Panels			
	02	Fire Station			
		Watkins Roofing	1.00 lsum	133,859	133,859.00 /lsum
	02	Fire Station	8,585.00 sqft	133,859	15.59 /sqft
	04	Bowling Alley			
		Watkins Roofing	1.00 lsum	48,845	48,845.00 /lsum
		04 Bowling Alley	18,775.00 sqft	48,845	2.60 /sqft
07-5000		07-4100 Metal Wall Panels	31,860.00 sqft	182,704	5.73 /sqft
		Roofing, Flashing, Sheet Metal			
	02	Fire Station			
		Dickinson Roofing	1.00 lsum	79,784	79,784.00 /lsum
	02	Fire Station	8,585.00 sqft	79,784	9.29 /sqft
	04	Bowling Alley			
		Dickinson Roofing	1.00 lsum	10,932	10,932.00 /lsum
		04 Bowling Alley	18,775.00 sqft	10,932	0.58 /sqft
08-1113		07-5000 Roofing, Flashing, Sheet Metal	31,860.00 sqft	90,716	2.85 /sqft
		Doors, Frames, Hardware, Specialties			
	02	Fire Station			
		Omega Door and Hardware	1.00 lsum	66,549	66,549.00 /lsum
	02	Fire Station	8,585.00 sqft	66,549	7.75 /sqft
	03	Fire Training			
		Omega Door and Hardware	1.00 lsum	15,820	15,820.00 /lsum
		03 Fire Training	4,500.00 sqft	15,820	3.52 /sqft
	04	Bowling Alley			
		Omega Door and Hardware	1.00 lsum	86,638	86,638.00 /lsum



PROJECT NAME Sedalia Fire, Training, Bowling GMP
PROJECT LOCATION Sedalia, MO
REVIEW DATE 9/18/2025
ARCHITECT Hoefer Welker
ESTIMATED DURATION 12 mo
BUILDING SIZE 31,860 SF

Nabholz	Job Phase	Description	Quantity	Total	Unit Price
		04 Bowling Alley	18,775.00 sqft	86,638	4.61 /sqft
		08-1113 Doors, Frames, Hardware, Specialties	31,860.00 sqft	169,007	5.30 /sqft
08-3323		Coiling Doors			
	02 Fire Station				
		Branham Overhead Doors	1.00 lsum	57,676	57,676.00 /lsum
		02 Fire Station	8,585.00 sqft	57,676	6.72 /sqft
	03 Fire Training				
		Branham Overhead Doors	1.00 lsum	17,132	17,132.00 /lsum
		03 Fire Training	4,500.00 sqft	17,132	3.81 /sqft
		08-3323 Coiling Doors	31,860.00 sqft	74,808	2.35 /sqft
08-4100		Glass and Glazing			
	02 Fire Station				
		Midwest Glass and Glazing	1.00 lsum	75,350	75,350.00 /lsum
		02 Fire Station	8,585.00 sqft	75,350	8.78 /sqft
	04 Bowling Alley				
		Midwest Glass and Glazing	1.00 lsum	60,790	60,790.00 /lsum
		04 Bowling Alley	18,775.00 sqft	60,790	3.24 /sqft
		08-4100 Glass and Glazing	31,860.00 sqft	136,140	4.27 /sqft
09-2116		Drywall, Insulation, and Acoustical			
	02 Fire Station				
		M & I Drywall	1.00 lsum	123,212	123,212.00 /lsum
		P&P Bond	1.00 lsum	3,139	3,138.77 /lsum
		02 Fire Station	8,585.00 sqft	126,351	14.72 /sqft
	04 Bowling Alley				
		M & I Drywall	1.00 lsum	311,407	311,407.00 /lsum
		P&P Bond	1.00 lsum	8,957	8,956.64 /lsum
		04 Bowling Alley	18,775.00 sqft	320,364	17.06 /sqft
		09-2116 Drywall, Insulation, and Acoustical	31,860.00 sqft	446,714	14.02 /sqft
09-6500		Tile and Commercial Flooring			
	02 Fire Station				
		Flooring Systems Inc	1.00 lsum	45,140	45,140.00 /lsum
		02 Fire Station	8,585.00 sqft	45,140	5.26 /sqft
	03 Fire Training				
		Flooring Systems Inc	1.00 lsum	780	780.00 /lsum
		03 Fire Training	4,500.00 sqft	780	0.17 /sqft
	04 Bowling Alley				
		Flooring Systems Inc	1.00 lsum	66,180	66,180.00 /lsum
		04 Bowling Alley	18,775.00 sqft	66,180	3.52 /sqft
		09-6500 Tile and Commercial Flooring	31,860.00 sqft	112,100	3.52 /sqft
09-6600		Epoxy Flooring			
	02 Fire Station				
		Pro Concrete Design	1.00 lsum	36,963	36,963.00 /lsum
		02 Fire Station	8,585.00 sqft	36,963	4.31 /sqft
	04 Bowling Alley				
		Pro Concrete Design	1.00 lsum	57,812	57,812.00 /lsum
		04 Bowling Alley	18,775.00 sqft	57,812	3.08 /sqft
		09-6600 Epoxy Flooring	31,860.00 sqft	94,775	2.97 /sqft
09-9100		Painting			
	02 Fire Station				

Exhibit A GMP Breakdown



PROJECT NAME Sedalia Fire, Training, Bowling GMP
PROJECT LOCATION Sedalia, MO
REVIEW DATE 9/18/2025
ARCHITECT Hoefer Welker
ESTIMATED DURATION 12 mo
BUILDING SIZE 31,860 SF

Nabholz	Job Phase	Description	Quantity	Total	Unit Price
	02	Fire Station			
		Prestige Painting Worldwide	1.00 lsum	41,012	41,012.00 /lsum
		02 Fire Station	8,585.00 sqft	41,012	4.78 /sqft
	04	Bowling Alley			
		Prestige Painting Worldwide	1.00 lsum	51,754	51,754.00 /lsum
		04 Bowling Alley	18,775.00 sqft	51,754	2.76 /sqft
		09-9100 Painting	31,860.00 sqft	92,766	2.91 /sqft
10-1100		Specalties			
	02	Fire Station			
		Reinhardt Construction	1.00 lsum	107,943	107,943.00 /lsum
		02 Fire Station	8,585.00 sqft	107,943	12.57 /sqft
	03	Fire Training			
		Reinhardt Construction	1.00 lsum	761	761.00 /lsum
		03 Fire Training	4,500.00 sqft	761	0.17 /sqft
	04	Bowling Alley			
		Reinhardt Construction	1.00 lsum	69,269	69,269.00 /lsum
		04 Bowling Alley	18,775.00 sqft	69,269	3.69 /sqft
		10-1100 Specalties	31,860.00 sqft	177,973	5.59 /sqft
10-5100		Lockers			
	04	Bowling Alley			
		Design Supply Doors	1.00 lsum	11,228	11,228.00 /lsum
		04 Bowling Alley	18,775.00 sqft	11,228	0.60 /sqft
		10-5100 Lockers	31,860.00 sqft	11,228	0.35 /sqft
11-4000		Food Service Equipment			
	02	Fire Station			
		Kessenich's	1.00 lsum	34,479	34,479.00 /lsum
		02 Fire Station	8,585.00 sqft	34,479	4.02 /sqft
	04	Bowling Alley			
		Kessenich's	1.00 lsum	260,050	260,050.00 /lsum
		04 Bowling Alley	18,775.00 sqft	260,050	13.85 /sqft
		11-4000 Food Service Equipment	31,860.00 sqft	294,529	9.24 /sqft
11-6600		Bowling Equipment			
	04	Bowling Alley			
		Brunswick Bowling Products	1.00 lsum	807,413	807,413.00 /lsum
		P&P Bond	1.00 lsum	20,185	20,185.00 /lsum
		04 Bowling Alley	18,775.00 sqft	827,598	44.98 /sqft
		11-6600 Bowling Equipment	31,860.00 sqft	827,598	25.98 /sqft
12-2100		Window Treatment			
	02	Fire Station			
		Abbey-Simons	1.00 lsum	6,305	6,305.00 /lsum
		02 Fire Station	8,585.00 sqft	6,305	0.73 /sqft
	04	Bowling Alley			
		Abbey-Simons	1.00 lsum	2,425	2,425.00 /lsum
		04 Bowling Alley	18,775.00 sqft	2,425	0.13 /sqft
		12-2100 Window Treatment	31,860.00 sqft	8,730	0.27 /sqft
13-3400		Pre-Engineered Metal Building			
	03	Fire Training			
		Red Dot Building Systems	1.00 lsum	128,207	128,207.00 /lsum

Exhibit A GMP Breakdown



PROJECT NAME Sedalia Fire, Training, Bowling GMP
PROJECT LOCATION Sedalia, MO
REVIEW DATE 9/18/2025
ARCHITECT Hofer Welker
ESTIMATED DURATION 12 mo
BUILDING SIZE 31,860 SF

Nabholz	Job Phase	Description	Quantity	Total	Unit Price
		03 Fire Training	8,585.00 sqft	128,207	14.93 /sqft
	04	Bowling Alley			
		Red Dot Building Systems	1.00 lsum	577,639	577,639.00 /lsum
		04 Bowling Alley	18,775.00 sqft	577,639	30.77 /sqft
		13-3400 Pre-Engineered Metal Building	31,860.00 sqft	705,846	22.15 /sqft
21-0000		Fire Suppression			
	02	Fire Station			
		Redline Automatic Fire Sprinkler Protection	1.00 lsum	94,000	94,000.00 /lsum
		02 Fire Station	8,585.00 sqft	94,000	10.95 /sqft
	04	Bowling Alley			
		Redline Automatic Fire Sprinkler Protection	1.00 lsum	94,000	94,000.00 /lsum
		04 Bowling Alley	18,775.00 sqft	94,000	5.01 /sqft
		21-0000 Fire Suppression	31,860.00 sqft	188,000	5.90 /sqft
22-0000		Plumbing			
	02	Fire Station			
		Questec	1.00 lsum	211,000	211,000.00 /lsum
		02 Fire Station	8,585.00 sqft	211,000	24.58 /sqft
	03	Fire Training			
		Questec	1.00 lsum	48,000	48,000.00 /lsum
		03 Fire Training	4,500.00 sqft	48,000	10.67 /sqft
	04	Bowling Alley			
		Questec	1.00 lsum	251,000	251,000.00 /lsum
		04 Bowling Alley	18,775.00 sqft	251,000	13.37 /sqft
		22-0000 Plumbing	31,860.00 sqft	510,000	16.01 /sqft
23-0010		HVAC			
	02	Fire Station			
		Gold Mechanical	1.00 lsum	445,801	445,801.00 /lsum
		02 Fire Station	8,585.00 sqft	445,801	51.93 /sqft
	03	Fire Training			
		Gold Mechanical	1.00 lsum	78,661	78,661.00 /lsum
		03 Fire Training	4,500.00 sqft	78,661	17.48 /sqft
	04	Bowling Alley			
		Gold Mechanical	1.00 lsum	579,112	579,112.00 /lsum
		04 Bowling Alley	18,775.00 sqft	579,112	30.84 /sqft
		23-0010 HVAC	31,860.00 sqft	1,103,574	34.64 /sqft
26-1000		Electrical			
	02	Fire Station			
		SM 5 Electric	1.00 lsum	446,353	446,353.00 /lsum
		P&P Bond	1.00 lsum	6,662	6,661.99 /lsum
		02 Fire Station	8,585.00 sqft	453,015	52.77 /sqft
	03	Fire Training			
		SM 5 Electric	1.00 lsum	180,132	180,132.00 /lsum
		P&P Bond	1.00 lsum	2,689	2,688.54 /lsum
		03 Fire Training	4,500.00 sqft	182,821	40.63 /sqft
	04	Bowling Alley			
		SM 5 Electric	1.00 lsum	1,183,534	1,183,534.00 /lsum
		P&P Bond	1.00 lsum	17,665	17,664.69 /lsum
		04 Bowling Alley	18,775.00 sqft	1,201,199	63.98 /sqft

Exhibit A GMP Breakdown



PROJECT NAME Sedalia Fire, Training, Bowling GMP
PROJECT LOCATION Sedalia, MO
REVIEW DATE 9/18/2025
ARCHITECT Hoefler Welker
ESTIMATED DURATION 12 mo
BUILDING SIZE 31,860 SF

Nabholz	Job Phase	Description	Quantity	Total	Unit Price
		26-1000 Electrical	31,860.00 sqft	1,837,034	57.66 /sqft
31-0000		Earthwork and Site Prep			
	02 Fire Station				
		Do-Rite Construction & Excavating	1.00 lsum	393,277	393,277.00 /lsum
	02 Fire Station		8,585.00 sqft	393,277	45.81 /sqft
	03 Fire Training				
		Do-Rite Construction & Excavating	1.00 lsum	206,144	206,144.00 /lsum
	03 Fire Training		4,500.00 sqft	206,144	45.81 /sqft
	04 Bowling Alley				
		Do-Rite Construction & Excavating	1.00 lsum	860,079	860,079.00 /lsum
	04 Bowling Alley		18,775.00 sqft	860,079	45.81 /sqft
		31-0000 Earthwork and Site Prep	31,860.00 sqft	1,459,500	45.81 /sqft
31-6400		Aggregate Piers			
	02 Fire Station				
		CNC Foundations	1.00 lsum	7,102	7,102.00 /lsum
	02 Fire Station		8,585.00 sqft	7,102	0.83 /sqft
	03 Fire Training				
		CNC Foundations	1.00 lsum	20,380	20,380.00 /lsum
	03 Fire Training		4,500.00 sqft	20,380	4.53 /sqft
	04 Bowling Alley				
		CNC Foundations	1.00 lsum	38,968	38,968.00 /lsum
	04 Bowling Alley		18,775.00 sqft	38,968	2.08 /sqft
		31-6400 Aggregate Piers	31,860.00 sqft	66,450	2.09 /sqft
32-0610		Asphalt Paving			
	02 Fire Station				
		Capital Materials	1.00 lsum	58,465	58,465.00 /lsum
	02 Fire Station		8,585.00 sqft	58,465	6.81 /sqft
	03 Fire Training				
		Capital Materials	1.00 lsum	25,908	25,908.00 /lsum
	03 Fire Training		4,500.00 sqft	25,908	5.76 /sqft
	04 Bowling Alley				
		Capital Materials	1.00 lsum	228,083	228,083.00 /lsum
	04 Bowling Alley		18,775.00 sqft	228,083	12.15 /sqft
		32-0610 Asphalt Paving	31,860.00 sqft	312,456	9.81 /sqft
32-3113		Fencing & Gates			
	03 Fire Training				
		Advanced Fence & Rail	1.00 lsum	78,866	78,866.00 /lsum
	03 Fire Training		4,500.00 sqft	78,866	17.53 /sqft
		32-3113 Fencing & Gates	31,860.00 sqft	78,866	2.48 /sqft
32-4750		Site Concrete			
	02 Fire Station				
		Bass Commercial Concrete	1.00 lsum	64,314	64,314.00 /lsum
	02 Fire Station		8,585.00 sqft	64,314	7.49 /sqft
	03 Fire Training				
		Bass Commercial Concrete	1.00 lsum	193,287	193,287.00 /lsum
	03 Fire Training		4,500.00 sqft	193,287	42.95 /sqft
	04 Bowling Alley				
		Bass Commercial Concrete	1.00 lsum	162,780	162,780.00 /lsum



PROJECT NAME Sedalia Fire, Training, Bowling GMP
PROJECT LOCATION Sedalia, MO
REVIEW DATE 9/18/2025
ARCHITECT Hoefler Welker
ESTIMATED DURATION 12 mo
BUILDING SIZE 31,860 SF

Nabholz	Job Phase	Description	Quantity	Total	Unit Price
		04 Bowling Alley	18,775.00 sqft	162,780	8.67 /sqft
		32-4750 Site Concrete	31,860.00 sqft	420,381	13.19 /sqft
32-9323		Landscape, Hardscape, and Irrigation			
	02	Fire Station			
		Mid America Turf and Landscape	1.00 lsum	20,069	20,069.00 /lsum
		02 Fire Station	8,585.00 sqft	20,069	2.34 /sqft
	03	Fire Training			
		Mid America Turf and Landscape	1.00 lsum	52,793	52,793.00 /lsum
		03 Fire Training	4,500.00 sqft	52,793	11.73 /sqft
	04	Bowling Alley			
		Mid America Turf and Landscape	1.00 lsum	228,450	228,450.00 /lsum
		04 Bowling Alley	18,775.00 sqft	228,450	12.17 /sqft
		32-9323 Landscape, Hardscape, and Irrigation	31,860.00 sqft	301,312	9.46 /sqft
99-0000		Allowances			
	02	Fire Station	8,585.00 sqft	153,610	17.89 /sqft
	03	Fire Training	4,500.00 sqft	13,200	2.93 /sqft
	04	Bowling Alley	18,775.00 sqft	185,110	9.86 /sqft
		99-0000 Allowances	31,860.00 lsum	351,920	11.05 /lsum

Estimate Totals

Description	Amount	Totals
Cost of Work		11,970,434
Building Permit Impact Fees Municipal Fees		11,970,434
Insurance and Bond	468,162	12,438,596
Construction Contingency (3.00%)	418,268	
Contingency	418,268	12,856,864
Warranty (0.50%)	69,711	
General Requirements	250,000	
General Conditions	432,000	
General Conditions	751,711	13,608,575
Preconstruction Services	20,000	
Project Fee (2.25%)	313,701	
Construction Manager's Fee	333,701	13,942,276
Total		13,942,276

Breakdown By Building

Fire Station - \$4,511,431.15
 Fire Training - \$1,386,217.31
 Bowling Alley - \$8,044,627.54



CONSTRUCTION
573-507-7700
Nabholz.com/construction

Exhibit B

Amendment No. 1: Listing of Drawings, Specifications, Addenda, and Conditions of the Contract

Drawings sealed and dated 07/11/2025, by Hoefer Welker (191 sheets):

Fire Station (75 sheets):

Fire Training (36 sheets):

Bowling Alley (80 Sheets):

Specifications dated 07/11/2025, by Hoefer Welker (1628 sheets):

Volume 1 (866 pages)

Volume 2 (762 pages)

Construction Manager's Manual dated 07/28/2025 issued by Nabholz (122 pages)

Addenda issued by Nabholz during subcontractor bid phase:

Addendum No. 1 dated 08/08/2025 issued by Nabholz (30 pages)

Addendum No. 2 dated 08/15/2025 issued by Nabholz (89 pages)

Addendum No. 3 dated 08/22/2025 issued by Nabholz (3 pages)

EXHIBIT C - CONTRACT SCHEDULE

ID	Name	DUR	Start	Finish	Qtr 3, 2025 Jul	Qtr 4, 2025 Aug	Qtr 1, 2026 Sep	Qtr 2, 2026 Oct	Qtr 3, 2026 Nov	Qtr 4, 2026 Dec
CRITICAL MILESTONES										
	GMP Executed	258d	Mon 9/22/25	Wed 9/30/26						
2	Onsite Mobilization	0 days	Mon 9/22/25	Mon 9/22/25						
3	Bowling Alley Dried-In	0 days	Mon 10/6/25	Mon 10/6/25						
4	Fire Station Dried-In	0 days	Thu 3/5/26	Thu 3/5/26						
5	Substantial Completion (All Projects)	0 days	Mon 4/20/26	Mon 4/20/26						
6		0 days	Wed 9/30/26	Wed 9/30/26						
OWNER ACTIVITIES										
	Coordination with Adjacent McDonalds Construction	255d	Wed 4/16/25	Mon 4/20/26						
12	Review and Approve Guaranteed Maximum Price (GMP)	7 mons	Wed 4/16/25	Mon 12/15/25						
17	Groundbreaking Ceremony	9 days	Wed 9/10/25	Mon 9/22/25						
18	Procure Burn Tower	1 day	Wed 10/8/25	Wed 10/8/25						
19		6 mons	Tue 9/23/25	Mon 4/20/26						
DESIGN										
	Permitting & Plan Review	25d	Tue 7/15/25	Mon 8/18/25						
27		5 wks	Tue 7/15/25	Mon 8/18/25						
PRECONSTRUCTION										
	Newspaper advertisement submission	47d	Mon 7/28/25	Wed 10/1/25						
30	Newspaper advertisement published	1 day	Mon 7/28/25	Mon 7/28/25						
31	All documents published in Building Connected	1 day	Tue 7/29/25	Tue 7/29/25						
32	On-site pre-bid meeting	1 day	Mon 7/28/25	Mon 7/28/25						
33	Final questions due	1 day	Wed 8/6/25	Wed 8/6/25						
34	BID DAY	1 day	Fri 8/15/25	Fri 8/15/25						
35	Prepare GMP	1 day	Tue 8/26/25	Tue 8/26/25						
36	GMP draft submission to owner for review	9 days	Wed 8/27/25	Tue 9/9/25						
37	Issue Subcontracts	0 days	Wed 9/10/25	Wed 9/10/25						
38		7 days	Tue 9/23/25	Wed 10/1/25						
GENERAL SITE										
	Mobilization	146d	Mon 10/6/25	Tue 5/5/26						
40	Temp Roads & Parking	3 days	Mon 10/6/25	Wed 10/8/25						
41	SWPPP phase 1	2 days	Thu 10/9/25	Fri 10/10/25						
42	Strip & Stockpile Top Soil	2 days	Thu 10/9/25	Fri 10/10/25						
43	Rough Grading (Remediation/Groundwater Excluded)	5 days	Mon 10/13/25	Fri 10/17/25						
44	Lime Stabilization	7 days	Mon 10/20/25	Tue 10/28/25						
45	Site Utilities	10 days	Wed 10/29/25	Wed 11/12/25						
46	Final Top Soil and Landscape	30 days	Thu 10/30/25	Mon 12/15/25						
47		25 days	Wed 4/1/26	Tue 5/5/26						
BOWLING ALLEY										
		258d	Thu 10/2/25	Fri 10/9/26						
PROCUREMENT										
		60d	Thu 10/2/25	Wed 12/31/25						

EXHIBIT C - CONTRACT SCHEDULE

ID	Name	DUR	Start	Finish	Qtr 3, 2025 Jul / Aug / Sep	Qtr 4, 2025 Oct / Nov / Dec	Qtr 1, 2026 Jan / Feb / Mar	Qtr 2, 2026 Apr / May / Jun	Qtr 3, 2026 Jul / Aug / Sep	Qtr 4, 2026 Oct / Nov / Dec
50	Rebar (Submittals & Lead time)	3 wks	Thu 10/2/25	Wed 10/22/25						
51	PEMB (Submittals & Lead time)	8 wks	Thu 10/2/25	Mon 12/1/25						
52	MEP Equipment (Submittals & Lead Time)	12 wks	Thu 10/2/25	Wed 12/31/25						
53	Specialty Equipment (Submittals & Lead Time)	12 wks	Thu 10/2/25	Wed 12/31/25						
	CONSTRUCTION	186d	Thu 11/13/25	Mon 8/10/26						
55	Prep Building Pad	3 days	Thu 11/13/25	Mon 11/17/25						
56	Foundations	15 days	Tue 11/18/25	Wed 12/10/25						
57	Underground Rough-in	20 days	Thu 12/11/25	Mon 1/12/26						
58	Slab-on-Grade	7 days	Tue 1/13/26	Wed 1/21/26						
59	Erect PEMB	25 days	Fri 1/30/26	Thu 3/5/26						
60	Interior Framing	25 days	Fri 3/6/26	Thu 4/9/26						
61	MEP Rough-in	25 days	Fri 4/10/26	Thu 5/14/26						
62	Interior Finishes	40 days	Fri 5/15/26	Mon 7/13/26						
63	Sidewalks	10 days	Fri 5/15/26	Fri 5/29/26						
64	Asphalt & Stripe	20 days	Mon 6/29/26	Mon 7/27/26						
65	Equipment Install	20 days	Tue 7/14/26	Mon 8/10/26						
	CLOSEOUT	43d	Tue 8/11/26	Fri 10/9/26						
67	Nabholz Punch	5 days	Tue 8/11/26	Mon 8/17/26						
68	Final Clean	5 days	Tue 8/18/26	Mon 8/24/26						
69	Weather Days	21 days	Tue 8/25/26	Wed 9/23/26						
70	A/E Punchlist Walk	5 days	Thu 9/24/26	Wed 9/30/26						
71	Substantial Completion	0 days	Wed 9/30/26	Wed 9/30/26						
72	Turn Building over to Owner	1 day	Thu 10/1/26	Thu 10/1/26						
73	Owner Training (Bldg. Systems)	6 days	Fri 10/2/26	Fri 10/9/26						
	FIRE STATION	250d	Thu 10/2/25	Tue 9/29/26						
	PROCUREMENT	60d	Thu 10/2/25	Wed 12/31/25						
76	Rebar (Submittals & Lead time)	3 wks	Thu 10/2/25	Wed 10/22/25						
77	MEP Equipment (Submittals & Lead Time)	12 wks	Thu 10/2/25	Wed 12/31/25						
78	Specialty Equipment (Submittals & Lead Time)	12 wks	Thu 10/2/25	Wed 12/31/25						
	CONSTRUCTION	178d	Tue 11/18/25	Mon 8/3/26						
80	Prep Building Pad	3 days	Tue 11/18/25	Thu 11/20/25						
81	Foundations	15 days	Thu 12/11/25	Mon 1/5/26						
82	Underground Rough-in	15 days	Tue 1/6/26	Mon 1/26/26						
83	Slab-on-Grade	5 days	Tue 1/27/26	Mon 2/2/26						
84	Slab Cure	10 days	Tue 2/3/26	Mon 2/16/26						
85	Building Erection	45 days	Tue 2/17/26	Mon 4/20/26						
86	MEP Rough-in	15 days	Fri 4/17/26	Thu 5/7/26						
87	Interior Framing	10 days	Tue 4/21/26	Mon 5/4/26						
88	Interior Finishes	40 days	Fri 5/8/26	Mon 7/6/26						

EXHIBIT C - CONTRACT SCHEDULE

ID	Name	DUR	Start	Finish	Qtr 3, 2025 Jul	Qtr 4, 2025 Aug	Qtr 1, 2026 Sep	Qtr 2, 2026 Oct	Qtr 3, 2026 Nov	Qtr 4, 2026 Dec
89	Asphalt Base	5 days	Fri 5/15/26	Thu 5/21/26						
90	Sidewalks	5 days	Fri 5/22/26	Fri 5/29/26						
91	Equipment Installations	20 days	Tue 7/7/26	Mon 8/3/26						
92	Paving	10 days	Mon 6/29/26	Mon 7/13/26						
	CLOSEOUT	40d	Tue 8/4/26	Tue 9/29/26						
94	Nabholz Punch	5 days	Tue 8/4/26	Mon 8/10/26						
95	Final Clean	2 days	Tue 8/11/26	Wed 8/12/26						
96	Weather Days	21 days	Thu 8/13/26	Fri 9/11/26						
97	A/E Punchlist Walk	5 days	Mon 9/14/26	Fri 9/18/26						
98	Substantial Completion	1 day	Mon 9/21/26	Mon 9/21/26						
99	Turn Building over to Owner	1 day	Tue 9/22/26	Tue 9/22/26						
100	Owner Training (Bldg. Systems)	5 days	Wed 9/23/26	Tue 9/29/26						
	FIRE TRAINING FACILITY & BURN TOWER	230d	Thu 10/2/25	Mon 8/31/26						
	PROCUREMENT	60d	Thu 10/2/25	Wed 12/31/25						
103	Rebar (Submittals & Lead time)	3 wks	Thu 10/2/25	Wed 10/22/25						
104	PEMB (Submittals & Lead time)	8 wks	Thu 10/2/25	Mon 12/1/25						
105	MEP Equipment (Submittals & Lead Time)	12 wks	Thu 10/2/25	Wed 12/31/25						
106	Specialty Equipment (Submittals & Lead Time)	12 wks	Thu 10/2/25	Wed 12/31/25						
	CONSTRUCTION	167d	Fri 11/21/25	Wed 7/22/26						
108	Prep Building Pad	3 days	Fri 11/21/25	Tue 11/25/25						
109	Foundations	10 days	Wed 11/26/25	Thu 12/11/25						
110	Underground Rough-in	12 days	Fri 12/12/25	Wed 12/31/25						
111	Slab-on-Grade	10 days	Fri 1/2/26	Thu 1/15/26						
112	Slab Cure	10 days	Fri 1/16/26	Thu 1/29/26						
113	Erect PEMB	25 days	Fri 1/30/26	Thu 3/5/26						
114	MEP Rough-in	10 days	Fri 3/6/26	Thu 3/19/26						
115	Interior Finishes	10 days	Fri 3/20/26	Thu 4/2/26						
116	Erect Burn Tower	15 days	Tue 4/21/26	Mon 5/11/26						
117	Exterior Finishes	10 days	Tue 5/12/26	Tue 5/26/26						
118	Sidewalks	5 days	Wed 5/27/26	Tue 6/2/26						
119	Asphalt & Stripe	10 days	Mon 6/29/26	Mon 7/13/26						
120	Landscaping	7 days	Tue 7/14/26	Wed 7/22/26						
	CLOSEOUT	28d	Thu 7/23/26	Mon 8/31/26						
122	Nabholz Punch	10 days	Thu 7/23/26	Wed 8/5/26						
123	Final Clean	4 days	Thu 8/6/26	Tue 8/11/26						
124	A/E Punchlist Walk	7 days	Wed 8/12/26	Thu 8/20/26						
125	Substantial Completion	1 day	Fri 8/21/26	Fri 8/21/26						
126	Turn Building over to Owner	1 day	Mon 8/24/26	Mon 8/24/26						
127	Owner Training (Bldg. Systems)	5 days	Tue 8/25/26	Mon 8/31/26						

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ONE YEAR EXTENSION TO THE AGREEMENT FOR YARD WASTE GRINDING.

WHEREAS, The City of Sedalia, Missouri, has received a proposal for a 1 year extension to the agreement from Hansen's Tree Service for Yard Waste Grinding; and

WHEREAS, under the proposal, the City of Sedalia, Missouri, shall give the sum and amount of Forty-nine Thousand Eight Hundred Seventy-five Dollars (\$49,875.00) to Hansen's Tree Service for Yard Waste Grinding as described in the proposed extension to the agreement attached and incorporated by reference.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri, and Hansen's Tree Service in substantively the same form and content as the agreement has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the document in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk



Let's Cross Paths

City of Sedalia

200 S. Osage

Sedalia, MO 65301

(660) 827-3000 www.sedalia.com

To: Matthew Wirt, City Administrator
Through: Chris Davies, City Engineer
From: Jeremy Stone, Public Works Project Manager
Date: September 17, 2025
Subject: IFB 2025-004 Yard Waste Grinding 2024-Extension #1

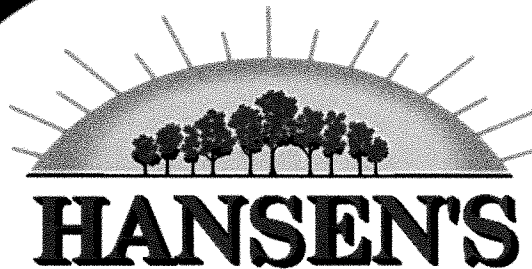
On July 8, 2024, sealed bids were opened for the City's IFB 2025-004 Yard Waste Grinding 2024 Project. Public Works recommended award of the project to the low bidder Hansen's Tree Service. The contract awarded in 2024 allows for up to four (4) one-year extensions of the agreement. Hansen's Tree Service has done previous grinding projects for the City and we have been pleased with their performance and product.

Hansen's Tree Service has agreed to the first one-year extension (FY 2026). Hansen's recently provided Public Works a quote for the grinding of 18,000 cubic yards of yard waste that is at the Materials Management Site. The FY 2026 grinding quote is \$49,875.00. The amount in the City's FY 2026 budget for yard waste grinding is currently \$54,000. See attached quote for cost breakdown.

Thank you for your consideration of this request.

COMMERCIAL SERVICE

PROPOSAL



Jeremey Stone City Of Sedalia Mo.

Ken Byrne

HANSENSTREE.COM

OFFICE **636.379.1830** DIRECT LINE **314.280.0579**

Council Agenda

ABOUT HANSEN'S

Hansen's provides professional commercial tree-care to businesses, municipalities, and property development companies. Commercial services include tub and horizontal grinding, land clearing, urban forestry consulting, tree trimming and removal. We specialize in removing high risk and limited access trees, like those surrounded by structures, roadways, and other obstacles.

Our two Board Certified Master Arborists along with our team of Board Certified Arborists provide urban forestry and tree risk assessment consulting to businesses and municipalities throughout the state.

You'll feel good knowing the green waste is recycled into 100% organic products: organic compost and mulches. These products are also available to our commercial clients at wholesale pricing.

Hansen's was recognized as the first tree-care company in Missouri to be certified by the Tree Care Industry Association. We employ more than 10 ISA-certified arborists and 2 Board Certified Master Arborists, making us one of most the accredited tree service companies in the St. Louis area.

”

They came on time, did an excellent job, answered all my questions, and cleaned up everything to the last twig.

Peggy, Hazelwood

”

The certified arborist did a good job of making [my tree] look much better and opening up my yard to let some sunlight down to the grass. I was happy with the process and would recommend these guys.

Patrick, St. Louis



OUR CAPABILITIES

COMMERCIAL SERVICES

- ◆ **URBAN FORESTRY CONSULTING SERVICES**
Hansen's Master Arborist Skip Kincaid offers consulting services like Tree Appraisals, Ordinance Writing, Tree Protection Plans, Tree Inventory & Risk Assessments, and more. Includes limited access trees.
- ◆ **GRINDING & LAND CLEARING**
Convert your tree and brush-filled property into an open area ripe for development and landscaping. We clear what you want cleared with no burning.
- ◆ **GREEN RESOURCE RECYCLING**
We will recycle your green waste from construction projects into 100% organic mulch and compost. We have 7 Green Waste drop off locations.
- ◆ **COMMERCIAL TREE CARE**
Commercial services include tub grinding and land clearing, urban forestry consulting, trimming, and removal of trees with limited access.

LAND CLEARING SERVICES

Hansen's uses only the strongest, most efficient equipment on the market to ensure your land clearing operations are done quickly and professionally. Some of our low-impact machines include:

- ◆ **HORIZONTAL GRINDER**
Streamline land clearing by grinding whole trees at once. Able to travel on rough terrain due to track-drive system.
- ◆ **TUB GRINDERS**
Remove piles of brush or stumps with a large grapple arm, exponentially increasing land clearing efficiency.
- ◆ **TIMBERAXE LAND CLEARING MOWER**
Tracked skid-steer capabilities provide efficient, economical and low-impact land clearing for vegetation under 4" in diameter.

With our selective clearing and cleanup guarantee, we will clear only the trees and brush you want removed. At the end of the job, you will be left with completely clear and ready-to-use property.

ORGANIC PRODUCTS

- ◆ **ORGANIC MULCH**
A beautiful, natural way to protect your plants so they can stay healthy and withstand extreme temperatures and droughts.
- ◆ **ORGANIC COMPOST: THE MAGIC BEAN**
Fight off weeds, prevent disease, amend soil, and maximize plant growth with nutrients from the Bean's decomposed grass, soils, and other organic matter.
- ◆ **BIO SOILS & ENGINEERED SOILS**
Grow healthier, more robust plants and prevent harmful runoff with Hansen's Super Soils and Bio-Retention Soils.

GREEN WASTE DROP OFF

◆ **7 GREEN WASTE DROP OFF LOCATIONS**

Arnold, MO: Simpson Quarry, 1776 Cecos Lane

O'Fallon, MO: Wood Waste Recycling Facility
1628 Kemmar Court

O'Fallon, MO: 104 Hansen Ct.

Maryland Heights: 2305 Creve Coeur Mill Rd

Ozark, MO: Leo Journagan Construction 1506 N.
Farmers Branch Rd

Branson, MO: 521 US Hwy 160

Springfield/ Brookline, MO: 3341 S. FM 107

**CLICK HERE TO
VIEW OUR CERTIFICATES**

WE PROUDLY WORK WITH

[illegible]

The Contractor is responsible for the items listed below:

- Access to the site
- The excavation of all trees, underbrush, and root plates
- Support to the grinding and hauling processes
- For the additional cost of repairing Hansen's equipment if damages occur from hitting foreign debris (steel, concrete, rebar, etc.) that is mixed in with the materials that are to be ground.
- Obtaining Site Permits
- Traffic Control
- Silt Control
- Grading

*Hansen's is not responsible for the grinding, hauling, or disposal of any garf piles created if the contractor pushes dirt into the piles with the materials that are to be ground.



Hansen's Tree Service & Environmental Resources

104 Hansen Ct - O'Fallon, MO - 63366

Office: 636-379-1830

Fax: 636-379-1866

www.hansenstree.com

FULLY INSURED

FREE ESTIMATES



Job Name: City Of Sedalia Mo. 20250827

ISA Certified Arborist:

Ken Byrne

City Of Sedalia Mo.

Contact #:

314-280-0579

Jeremey Stone

Date:

08/27/2025

200 South Osage Avenue

Work Site:

**27882 Highway U
Sedalia , Mo 65301**

Sedalia, Mo 65301

email: jestone@cityofsedalia.com

All work to be performed in accordance to ANSI A300 tree care standards.

#	Item	Description	Qty	Cost
1	Grinding Services	Wood Debris Grinding	18000	\$49,875.00

Grind up large brush and log pile through 4" screens and leave a product the facility can use. Pile is approximately 18,000 cubic yards.

The quoted price is valid as long as the average Missouri diesel price is below \$4.25 per gallon based on the AAA listed Missouri average diesel price (www.gasprices.aaa.com/state). If diesel prices rise above that rate, a fuel surcharge will be implemented in accordance with the chart provided below. The surcharge will be an added percentage of the overall price of the job to the original quoted price of the job. Please contact us with any questions regarding this surcharge.

Subtotal: \$49,875.00

Diesel Price	Surcharge	Diesel	Surcharge
\$4.26-\$4.75.....	5%	\$5.76-\$6.25.....	20%
\$4.76-\$5.25.....	10%	\$6.26-\$6.75.....	25%
\$5.26-\$5.75.....	15%	\$6.76-\$7.25.....	30%

Tax: \$0.00

Total: \$49,875.00

Customer Signature

Date

According to the following terms and for the following fees, we/I do hereby agree to payment in full upon completion. Should customer fail to make full payment, he or she shall be responsible for the cost of collection including the cost of attorney's fees. Any dispute shall be resolved in the State of Missouri, County of St. Charles.

Council Agenda



Hansen's Tree Service & Environmental Resources

104 Hansen Ct - O'Fallon, MO - 63366

Office: 636-379-1830

Fax: 636-379-1866

www.hansenstree.com

FULLY INSURED

FREE ESTIMATES



DON'T MISS OUR **TERMS & CONDITIONS**

If you have any questions, please contact us at 636.379.1830

SCHEDULING AND TRAINING

- **POTENTIAL DELAYS:** Hansen's (Hansen) will make every attempt to arrive on the scheduled performance date. However, schedules are contingent upon weather, accidents, and other delays beyond our control and Hansen shall not be liable for any financial damages due to those delays. Hansen requests that the authorizing party provide at least 24 hours advance notice for cancellation. If canceled after a signed proposal has been received, the customer may be assessed a mobilization fee of \$250.00 for incurred expenses.
- **CERTIFICATIONS:** Hansen professionals are trained arborists, either certified or working under supervision thereof. Certification comes through organizations such as the International Society of Arboriculture or the Tree Care Industry Association and can always be verified. All work will be performed professionally, with the appropriate tools and equipment for proper job completion. All equipment and work performed will be in full compliance with the most current revision of the American National Standards Institute (ANSI A300) Standard for Tree Care Operations.

INSURANCE AND LIABILITY

- **INSURANCE:** Hansen carries insurance for liability resulting from injury to persons or property. Worker's Compensation Insurance covers all Hansen employees. The parties herein agree that in no instance may the customer seek damages in excess of the policy limits of Hansen's liability insurance.

STANDARD OPERATING PROCEDURES

- **DEBRIS:** All debris from tree trimming and tree removal operations shall be cleaned up each day before the work crew leaves the site unless otherwise coordinated by the customer and crew leader. For all created debris from our services, we will rake all lawn areas, blow off streets and sidewalks and remove all brush, branches, and logs from the site unless otherwise specified. Occasionally, logs may be left overnight and scheduled for pickup on the following day or shortly thereafter.
- **STUMPS:** Unless explicitly specified in the proposal, stump removal is not included in the price quoted. If stump removal is included in the contract, grindings from stump removal are not hauled unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal. Occasionally, stump removal may not be performed on the same day as the tree removal. In this scenario, stump removal will be scheduled and performed shortly thereafter.
- **UNKNOWN OBSTRUCTIONS:** Any additional work or equipment required to complete the job, caused by either the authorizing party's failure to make known or generated by previously unknown foreign material in the trunk, branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis.

IRRIGATION & LAWN

- **MAPPING:** Hansen is not responsible for damages to underground sprinklers, drain lines, invisible fences, or underground cables unless the authorizing party adequately and accurately maps the system(s), and a written copy is presented to Hansen's before or at the time the work is to be performed.
- **LAWN:** Hansen will attempt to minimize all disturbances to the customer's yard and surfaces. However, Hansen must utilize vehicles & equipment to perform tree care services. Hansen shall not be liable for damages to landscaping, sod, or plant material in the execution of its work or causes beyond its control. Examples include, but are not limited to, ruts in the yard due to wet conditions, limbs falling on flowerbeds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment, etc.). At least 24 hours' notice is required in the event customer wishes to reschedule due to concerns about weather and lawn damage.

ACCESS

- **EQUIPMENT:** For equipment to access specific areas, it may be required to be placed on or to cross paved and hard surfaces. If we are not authorized to access or travel across hard surfaces as needed, it must be arranged with the arborist before bid acceptance. Pricing may vary with any changes to the scope of work, including denial of access to hard surfaces.

TERMS & CONDITIONS CONTINUED

- **NEIGHBORING PROPERTIES:** The customer is responsible for contacting neighbors and responsible for having the authorization form completed and submitted to Hansen's before work can begin, including the consent of any homeowners association requirements. We will email an authorization form to customer before scheduling the work.
- **FENCING:** Fencing sometimes needs to disassemble before accessing the yard. The customer is responsible for removing and replacing fencing. If the customer does not remove fencing before the workday, or if it is arranged prior for Hansen's to perform the fence removal, then Hansen's may take down the fence upon arrival. Hansen's is not responsible for any damages related to the removal or reinstallation of the fencing.
- **LAWN FURNITURE:** The customer is responsible for removing lawn furniture, lawn ornamentation, planter boxes, pets, statues, BBQ pits, or any objects on the property and within 100ft proximity to the work area. Hansen's is not responsible for damage to any removable objects remaining on the property on workday(s). Furthermore, if the customer fails to remove vulnerable items, Hansen's is not responsible for any damages that may occur to these items if its employees move said items out of the work area.
- **CARS:** The driveway and street access must be clear and free of obstructions. Customer must remove all vehicles, campers, RVs, ATVs, or other objects prior to arrival on the scheduled date.
- **VENTILATION:** Windows, doors, or other openings to interior spaces should be closed on workday(s). Hansen's is not responsible for dust or debris entering inside areas.

BEST MANAGEMENT PRACTICES

- **WORK PROPOSED:** All work proposed and performed by Hansen's is based on observations made at the time of inspection and considers only known targets and visible/detectable conditions of the tree and site consistent with a Level 1 assessment per ANSI A300 (Part 9) standards, the ISA Best Management Practices (Tree Risk Assessment) unless other levels of evaluation are specified.
- **DISCOVERY:** Hansen is not responsible for the detection or identification of hidden or otherwise non-observable hazards. Observations and assessments do not include individual testing or analysis and do not include aerial or sub-soil inspection unless specified.
- **TIME FRAME:** Any reference to the time frame is not a guarantee for tree stability. Records may not remain accurate after inspection due to variable deterioration of inventoried material. Extreme weather or unforeseeable events may cause tree failure. Hansen provides no warranty with respect to the fitness of the customer's trees for any use or purpose whatsoever.

PAYMENT TERMS

- **DUE DATE:** All accounts are net payable upon receipt of the invoice. A service charge of 1.5% per month will be added to accounts not fully paid 30 days after the invoice date.
- **FAILURE OF PAYMENT:** Should the customer fail to make full payment due Hansen's, they shall be responsible for the cost of collection, including the reasonable cost of Hansen's attorney's fees and court costs.

LEGAL

- **TERMS:** The terms and conditions of this contract shall be interpreted and governed according to the laws of the State of Missouri. Venue shall be in the County of St. Charles.
- **TREE/S LOCATION:** The customer warrants that all trees listed are located on their property and, if not, that the authorizing party has received full permission from the landowner to allow Hansen's to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Hansen for any damages or costs incurred from the result thereof. The customer would be responsible to reimburse Hansen's for any legal fees that were incurred based upon faulty ownership information.
- **HOA APPROVAL:** The customer/property owner shall be responsible for obtaining and paying for necessary approval from applicable Homeowners Associations and other governing entities.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION PROCESS FOR THE FY 2025 STATE HOMELAND SECURITY PROGRAM COUNTER TERRORISM OFFICER EQUIPMENT GRANT.

WHEREAS, the City of Sedalia desires to pursue funding available under the SHSP Counter Terrorism Officer Equipment Grant for the purposes of continued development of the operations of the Sedalia Police Department; and

WHEREAS, the Sedalia Police Department has a legitimate law enforcement need for these funds if awarded by the Missouri Department of Public Safety for the purposes of effective law enforcement through the purchase of Fifty (50) Individual First Aid Kits.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI as follows:

Section 1. The Sedalia Police Department is hereby authorized to act as the agent for the City of Sedalia, Missouri in the application process for the 2025 SHSP Counter Terrorism Officer Equipment Grant for the purposes of continued enhancement of the Sedalia Police Department's Operation and effectiveness.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

Section 3. Sedalia Police Department Chief David Woolery is hereby authorized to sign and bind the City on this application.

Section 4. This resolution shall be in full force and effect from and after its passage and approval.

PASSED by the Council of the City of Sedalia, Missouri, this 22nd day of September 2025.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk



Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Matthew Wirt

From : Chief David Woolery

Date : August 22, 2025

Ref : FY 2025 SHSP Counter Terrorism Officer (CTO) Equipment Grant

The Sedalia Police Department has the opportunity to apply for the FY 2025 SHSP Counter Terrorism Officer (CTO) Equipment Grant. The SHSP aims to strengthen the nation's ability to prevent, prepare for, protect against, and respond to acts of terrorism and other threats.

The Sedalia Police Department would like permission to apply for the grant to purchase Individual First Aid Kits (IFAK). With funding from this grant, the Sedalia Police Department intends to equip every officer with an IFAK, which will be carried at all times while on duty. These kits will provide officers with the essential medical tools needed to deliver rapid, potentially life-saving care to victims during such critical events, ensuring that aid can be administered without delay.

With the grant, SPD would purchase 50 Individual First Aid Kits (IFAK). These kits cost \$130 each for a total cost of \$6500. The entire purchase will be covered by the grant.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SEDALIA POLICE DEPARTMENT TO
ACT AS AN AGENT FOR THE CITY OF SEDALIA IN THE APPLICATION
PROCESS FOR THE FY 2026 LOCAL VIOLENT CRIME PREVENTION GRANT.**

WHEREAS, the City of Sedalia desires to pursue funding available under the FY 2026 Local Violent Crime Prevention Grant for the purposes of continued development of the operations of the Sedalia Police Department; and

WHEREAS, the Sedalia Police Department has a legitimate law enforcement need for these funds if awarded by the Missouri Department of Public Safety for the purposes of effective law enforcement through the purchase of one Transformer HD Video Surveillance System and a Motorola APX8000 radio.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF SEDALIA, MISSOURI** as follows:

Section 1. The Sedalia Police Department is hereby authorized to act as the agent for the City of Sedalia, Missouri in the application process for the FY 2026 Local Violent Crime Prevention Grant for the purposes of continued enhancement of the Sedalia Police Department's Operation and effectiveness.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

Section 3. Sedalia Police Department Chief David Woolery is hereby authorized to sign and bind the City on this application.

Section 4. This resolution shall be in full force and effect from and after its passage and approval.

PASSED by the Council of the City of Sedalia, Missouri, this 22nd day of September 2025.

Presiding Officer of the Council

ATTEST:

Jason S. Myers
City Clerk



Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Matthew Wirt

From : Chief David Woolery

Date : September 4, 2025

Ref : FY 2026 Local Violent Crime Prevention (LVCP)

The Sedalia Police Department has the opportunity to apply for the FY 2026 Local Violent Crime Prevention (LVCP). The purpose of the LVCP Grant is to provide funding to support the establishment and enhancement of local violent crime prevention programs within local law enforcement.

With funding from this grant, the Sedalia Police Department proposes the purchase of a concealable surveillance camera and a Motorola APX8000 radio. These tools will allow investigators to discreetly monitor high-crime areas, gather critical evidence, and maintain secure, reliable communication with patrol units. Together, this equipment enhances officer safety, improves coordination, and provides proactive capabilities to reduce violent crime and protect the safety of Sedalia's residents and visitors.

With the grant, SPD would purchase one Transformer HD Video Surveillance System for the cost of \$13,804 and a Motorola APX8000 radio for the cost of \$7666.29. The combined cost for this project is \$21,470.29 with the entire purchase covered by the grant.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF SEDALIA, MISSOURI RELATING TO SEDALIA POLICE DEPARTMENT EXTRA DUTY FEES.

WHEREAS, the City of Sedalia, Missouri has the authority, under existing ordinance and state statutes, to establish certain fees; and

WHEREAS, the City of Sedalia, Missouri has determined that it is appropriate and necessary to modify fees, due to market and operational costs for the Sedalia Police Department as attached to this Ordinance and incorporated by reference herein.

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

Section 1. Appendix A – The City Fee Schedule for the City of Sedalia, Missouri is hereby amended to set certain fees and expenditures as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval and as of October 1, 2025.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers,
City Clerk

Exhibit A

Sedalia Police Department – Extra Duty Fees

- Extra Duty Rate \$58.72/Hour

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Matthew Wirt
City Clerk Jason Myers

From : Chief David Woolery_____

Date : August 29th, 2025

Ref : Extra Duty Employment Rate Adjustment

The Sedalia Police would like to request permission from the Sedalia City Council to adjust the rates charged for hiring Police Officers to work special events and to bring those details under the umbrella of the City of Sedalia.

Currently the Sedalia Police Department charges \$35.00 an hour per officer to work special events. This fee is collected by a Commander who then schedules the officers to work. The officers have essentially been working as private contractors but the city still shoulders the liability if officers take any enforcement action. If an officer is injured while working this detail there are potential workers compensation and insurance conflicts.

We would like to move to a system where officers working these events are no longer “off duty” but rather considered working “extra duty”. This would allow the City of Sedalia to charge the event organizers for security services provided and officers would in turn be paid by the City of Sedalia directly. The new extra duty employment rate charged by the City of Sedalia would be a total cost of \$58.72 per hour. This rate would result in officers being paid \$45.00 an hour total salary and account for cost of benefits, taxes and worker’s compensation. The goal is to incentivize officers to work special events throughout the city while still making it affordable to have professional protection at special events when needed.

I recommend this rate adjustment to ensure officers are covered through the City of Sedalia’s insurance provider and their hours worked are counted through the LAGERS retirement system.

**CITY COUNCIL
OF THE CITY OF SEDALIA, MISSOURI**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEDALIA, MISSOURI,
STATING FACTS AND REASONS FOR THE NECESSITY TO AMEND AND INCREASE
THE CITY’S ANNUAL BUDGET FOR FISCAL YEAR 2026.**

WHEREAS, Section 67.010 of the Revised Statutes of Missouri requires each political subdivision of the State of Missouri (“State”) to prepare an annual budget and establishes the requirements for that budget; and

WHEREAS, the City of Sedalia, Missouri (“City”), is a city of the third classification created pursuant to Chapter 77, RSMo, and is a political subdivision of the State of Missouri; and

WHEREAS, the City Council of the City adopted and approved the City’s annual budget for Fiscal Year 2026 in accordance with the requirements of Section 67.010, RSMo, by Ordinance No. 11990 on March 17, 2025, and

WHEREAS, Sections 67.030 and 67.040 authorize and provide a procedure for the City Council to amend the City’s annual budget to increase expenditures in any fund; and

WHEREAS, expenses for City’s operations for Fiscal Year 2026 have been higher than budgeted, but do not exceed revenues plus the City’s unencumbered balance brought forward from previous years; and

WHEREAS, the City Council of the City desire to state the facts and reasons necessitating an amendment to increase certain expenditures in the Fiscal Year 2026 annual budget.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SEDALIA, MISSOURI, AS FOLLOWS:**

Section 1. Expenditures from the City’s General Fund must be increased by a total of \$20,299 above the amount authorized in the adopted annual budget for Fiscal Year 2026. An amendment to increase said budget is necessary for the following facts and reasons:

A. Purchase LiveScan Booking Application Workstation.

Section 2. This Resolution shall take effect immediately upon its execution by the Mayor or otherwise as provided by law.

PASSED by the City Council of the City of Sedalia, Missouri, on September 22, 2025

Presiding Officer of the Council

ATTEST: _____
Jason S. Myers, City Clerk

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2025-2026
REGARDING POLICE LIVESCAN BOOKING APPLICATION WORKSTATION
PURCHASE.**

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

Section 1. The 2025-2026 fiscal year budget beginning April 1, 2025 and ending March 31, 2026 is hereby amended to modify certain budgeted line items as they appear on the attached schedule and made a part hereof as Exhibit A as if fully set out herein.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers
City Clerk

Exhibit A
City of Sedalia
FY26 Budget Amendment 9/22/2025

Account / Description	Current Budget	Change	Amended Budget	Comments
Expenditures / Uses of Funds				
10-63-351-00 Equipment	122,314.76	20,299.00	142,613.76	LiveScan Booking Application Workstation
Total Expenditure Change		<u>20,299.00</u>		
		<u>(20,299.00)</u>		Net Increase (Decrease) in Projected Fund Balance

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A QUOTE FOR LIVESCAN BOOKING APPLICATION WORKSTATION PURCHASE.

WHEREAS, The City of Sedalia, Missouri, has received a Quote from IDEMIA Identity & Security USA LLC for purchase of a LiveScan Booking and Applicant Workstation. The purchase will include the unit and maintenance agreement; and

WHEREAS, under the terms of the Quote, the City of Sedalia shall pay the sum and amount of Twenty Thousand Two Hundred Ninety-nine Dollars (\$20,299.00) to IDEMIA Identity & Security USA LLC for said equipment as more fully described in the Quote attached to this Ordinance and incorporated by reference herein.

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

Section 1. The Council of the City of Sedalia, Missouri, hereby approves and accepts the Quote by and between the City of Sedalia, Missouri, and IDEMIA Identity & Security USA LLC in substantively the same form and content as it has been proposed.

Section 2. The Mayor or City Administrator are authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on any other documentation, if necessary, in substantively the same form and content as it has been proposed.

Section 3. The City Clerk is hereby directed to file in his office a duplicate or copy of the Quote and any other subsequent documentation after it has been executed by the parties or their duly authorized representatives.

Section 4. This ordinance shall take effect and be in full force and effect from and after its passage and approval.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

Sedalia Police Department
DEPARTMENTAL MEMORANDUM
Office of the Chief of Police

To : City Administrator Matthew Wirt

From : Chief David Woolery DW

Date : September 18th, 2025

Ref : Budget Amendment LiveScan Booking Application Workstation

Due to state administration of criminal justice procedures, fingerprinting violators is required for many charges. There are circumstances where releasing an offender with a Municipal Court Summons is more appropriate than arrest. This will require the fingerprinting process to occur when the offender appears in court.

The court room facilitating Sedalia Municipal Court does not have a LiveScan fingerprinting system.

I request a budget amendment to purchase a LiveScan Booking and Applicant Workstation through Idemia for \$20,299.00. This will include the purchase of the unit and maintenance agreement. This purchase would be made through the biometrics fund. This is not a budgeted purchase however there are substantial funds in this account dedicated to procuring equipment of this nature.



11951 Freedom Drive, Suite 1800, Reston, Virginia 20190

September 18, 2025

Sergeant Aaron Berry #119
Sedalia Police Department
Criminal Investigations Bureau
MO

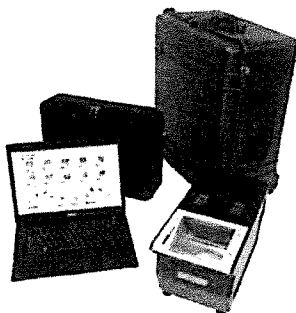
Tel: 660-827-7823 ext. 1231
Email: aberry@sedaliapolice.com

Reference No. IDMO-L070924-03A

IDEMIA is pleased to provide * Sedalia Police Department * with the following offer for IDEMIA's LiveScan Booking and Applicant Workstation(s) as described in the **State of Missouri Contract # CT211966001 Amendment 4** executed between the State of Missouri Division of Purchasing and Materials Management and IDEMIA.

IDEMIA's fully integrated LiveScan solution provides * Sedalia Police Department * the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ 2-Finger FAST ID to Missouri State Highway Patrol (MSHP) AFIS
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls
- ◆ Fingerprinting and mugshot capture seamlessly integrated into the same interface *(option)*
- ◆ Full compliance with MSHP, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ Mug Photo Capture available *(option)*
- ◆ All LiveScan Systems include on-site installation, training, and a 1 year on-site warranty



Tenprint/Palm Capture units shown above

Pricing is included for both Tenprint/Palmprint capture..

Portable - Palms and Rolled Fingerprints

Table 1. Pricing / Maintenance

Product Number	Product Name and Description	Unit Price
LS-P-53ED-22	IDEMIA LiveScan System Portable Booking Workstation, Palms and Rolled Fingerprints including: • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palm 500PPI Scanner • Laptop Computer • Carrying Case • USB Hub • Foot pedal for hands free advancement • Standard Missouri Workflows and Profiles • 2-Finger FAST ID • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight	\$17,315
LS-CSTX-MOMSHIP		
LS-COMX- SMTP-SSL		
LS-COMX-POP3-SSL		
LS-53XX-CASE		
C480-000134		
LS-IAT-CUSTOM		
LS-FREIGHT-DP		
LS-P-53ED-MAINT-95	Optional Annual Maintenance: (to start after 1st Year Warranty) 1 Year On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,984
LS-P-53ED-MAINT-24	Optional Annual Maintenance: (to start after 1st Year Warranty) 1 Year On-site Advantage Solution, 24X7, Next day on-site response and parts replacement	\$3,718

Current shipping is **60** days after receipt by IDEMIA of * Sedalia Police Department * completed pre-installation documentation, or as otherwise scheduled.

Options and Pricing

IDEMIA equipment and service options and pricing described in Table 2. Options

Product Code	Product Name and Description	Unit Price	Annual Maintenance	
			9X5	24X7
LS-PRNT-M	Printer Black & White Duplex Tenprint card printer 2 Tray (finger & palm)	\$1,409	\$208	\$255
LS-PRNT-M-TRAY				
LS-DP-MUG	Portable – Mug Photo Capture (Type 10) including Camera, Software	\$1,409	\$212	\$255
LS-SWOX-DIXML	Local RMS Interface Connection	\$2,000	\$300	\$440

The Annual Maintenance prices shown above reflect Year 2 only.

Customer Responsibilities

* Sedalia Police Department * is responsible for the following:

- ♦ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ♦ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ♦ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ♦ Installation, testing and troubleshooting any network communication connections, lines and/ or * Sedalia Police Department * network devices.
- ♦ Obtaining all required authorizations for connecting to the Missouri State AFIS / Missouri State Highway Patrol (MSHP).
- ♦ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.

- ♦ Printer supplies such as ink and toner cartridges (consumables) are * Sedalia Police Department * responsibility. IDEMIA does not offer or resell these items.

NOTE: * Sedalia Police Department * is encouraged to contact Kerry Creach, Email Kerry.Creach@mshp.dps.mo.gov or Andrew Benner, Email andrew.benner@mshp.dps.mo.gov CJIS Program / Biometrics, State AFIS Administration, Criminal Justice Information Services (CJIS), Missouri State Highway Patrol, for establishing connectivity to MSHP prior to purchase.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ♦ With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ♦ An inter-agency agreement between MSHP and * Sedalia Police Department * will be in place.
- ♦ * Sedalia Police Department * will provide all necessary communication to connect to MSHP. This includes, but is not limited to hubs, routers, modems, etc.
- ♦ LiveScan System shipment and on-site Installation Services will be scheduled after network connectivity has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from * Sedalia Police Department *.

Terms

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions on * Sedalia Police Department * database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by **State of Missouri Contract #CT211966001 Amendment 4**. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation. Specifics for installation are scheduled by mutual agreement and any additional functionality or interface requirements can be evaluated for pricing.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Purchase orders should reference **State of Missouri Contract #CT211966001 Amendment 4**.

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: noemi.islas@us.idemia.com

Please direct all questions and order correspondence to:

Noemi Islas
IDEMIA Inside Sales
Email: noemi.islas@us.idemia.com | Tel: (657) 652-4447

Pricing valid through: November 30, 2025

Sincerely,

Christian Henry
Sr. Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, * Sedalia Police Department PD* agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

Signature Authorization for Order:

Signature

Name

Date

Total Purchase Price (including any Options): \$ _____

PLEASE ENTER TOTAL ORDER AMOUNT ON THE LINE ABOVE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name

Telephone number ()

Email

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

Technical Contact name

Telephone number ()

Email

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CHANGE IN ZONING CLASSIFICATION FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-2 (TWO-FAMILY RESIDENTIAL) ON CERTAIN PROPERTY LOCATED AT 705 SOUTH PARK, IN THE CITY OF SEDALIA, MISSOURI, IN ACCORDANCE WITH CHAPTER 64, OF THE CITY CODE OF THE CITY OF SEDALIA, MISSOURI.

WHEREAS, the City received an application from IC Flip Fund LLC (“Applicant”) to rezone certain property within the City from District R-1 Single-Family Residential (“Rezoning Application”) to R-2 Two-Family Residential; and

WHEREAS, Notice of a public hearing before the City’s Planning & Zoning Commission (“Commission”) was published in a paper of general circulation within the city on August 12, 2025; and mailed to all property owners subject to the rezoning and within 185 feet of the property proposed to be rezoned; and

WHEREAS, on September 3, 2025, the Commission opened the public hearing and all those interested and wishing to testify were given the opportunity; and

WHEREAS, after the public hearing was closed, the Commission unanimously recommended (4-Yes; 1-No) that the Sedalia City Council (“City Council”) approve the rezoning of that certain property that is subject to the Rezoning Application, from R–1 to R-2.

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

Section 1. That upon review of the record presented in a public hearing before the Commission, the final report, and recommendation of the Commission, the City Council hereby approves the Rezoning Application.

Section 2. The said real estate mentioned in Section 1 is described and attached to this ordinance as Exhibit A.

Section 3. The Zoning Ordinances of the City of Sedalia, Missouri are hereby amended so that the real estate described in Exhibit A, which is presently zoned R–1 Single-Family Residential is rezoned in its entirety to R-2 Two-Family Residential.

Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 22nd day of September, 2025.

Presiding Officer of the Council

Approved by the Mayor of said City this 22nd day of September, 2025.

Andrew L. Dawson, Mayor

ATTEST:

Jason S. Myers, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

705 South Park:

BEG 81.35' N OF BROADWAY & E LI PARK AVE 63.65' N & S X 100' E & W ALPHA 4 45 21, CITY OF SEDALIA, MISSOURI.

NOTICE OF PUBLIC HEARING

Whereas, the City Planning & Zoning Commission and the City of Sedalia, Missouri have received application from IC Flip Fund LLC, owner of the property located at:

705 S PARK — BEG 81.35' N OF BROADWAY & E LI PARK AVE 63.65' N & S X 100' E & W ALPHA 4 45 21, CITY OF SEDALIA, MISSOURI.

Requesting a Rezoning from R-1 Single Family Residential to R-2 Two-Family Residential for an existing two-family structure that was built in 1969 and that said application is acted upon as provided in Ordinance No. 6741. Therefore, in compliance with Chapter 89 of the revised Statutes of Missouri, 1969, as amended, other applicable statutes and Zoning Ordinance No. 6741.

The City Planning & Zoning Commission will meet in the Council Chambers at the Municipal Building, 200 South Osage Avenue, Sedalia, Missouri at 5:30 pm on September 3rd, 2025 for the purpose of a public hearing in relation to said application at which time, site and place, parties in interest and citizens shall have an opportunity to be heard.

Dated at Sedalia, Missouri the 7th day of August 2025. Handicapped citizens needing accommodation in order to attend this meeting should contact the office of the City Clerk (660) 827-3000 no later than 48 hours prior to the scheduled meeting.

THE PLANNING & ZONING COMMISSION

Of the City of Sedalia, Missouri

Tolbert Rowe, Chairman

Andrew Dawson, Mayor

August 7th, 2025



Let's Cross Paths

Planning and Zoning
Meeting Minutes - **DRAFT**
Wednesday, September 3, 2025, at 5:30 pm
Council Chambers
Municipal Building

1) Call to order

- a. The meeting was called to order at 5:42 pm.

2) Roll Call

Present:

Tolbert Rowe, Ann Richardson, Virginia Brainard, Jerry Ross, Lee Scribner

Absent:

Ann Graff, Rhonda Ahern, Valerie Bloess, Ian Shoemaker, Terri McDermott

Staff:

Bryan Kopp, Nicole Hathaway, Chris Franklin, Matthew Wirt

3) Approval of August 6, 2025, meeting minutes

- a. Jerry Ross motioned to approve, Ann Richardson seconded. All approved.

4) Public Hearing

- a. 705 S Park – Rezoning Application – Bryan Kopp presented an application regarding an existing two-family dwelling built in 1969. The property is currently zoned R-1. The owners are attempting to sell the property but are facing lender and insurance complications because the current zoning does not permit the reconstruction of a two-family dwelling. The applicants are looking to have the property rezoned to R-2.

5) New Business

- a. 705 S Park – Rezoning Application – no discussion.

Jerry Ross motioned to approve. Ann Richardson seconded.

Lee Scribner spoke in opposition to the rezoning, stating that he thought it was possible to sell the property without rezoning and does not see a need to rezone from R-1 to R-2.

A roll call vote was held, and the results were 4 yes, 1 no.

Virginia Brainard: Yes, Ann Richardson: Yes, Lee Scribner: No, Jerry Ross: Yes, Tolbert Rowe: Yes

6) Next Meeting Date

- a. No date set for October 2025; next meeting date TBD.

7) Adjourn

- a. Lee Scribner motioned to adjourn, Ann Richardson seconded. All approved. The meeting was adjourned at 5:51 pm.