

PETITION TO ESTABLISH

VERSAILLES MAIN STATION

COMMUNITY IMPROVEMENT

DISTRICT

**Petition to Establish a Community
Improvement District
Pursuant to Sections 67.1401-67.1571 of the
Revised Statutes of Missouri, as Amended**

City of Versailles, Missouri

EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

EXHIBIT C ESTIMATED ANNUAL CID REVENUES

**PETITION TO ESTABLISH
VERSAILLES MAIN STATION
COMMUNITY IMPROVEMENT DISTRICT**

This Petition (“Petition”) to establish a Community Improvement District within a certain limited portion of the City of Versailles, Missouri (the “City”) is hereby submitted to the City in accordance with the Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “Act”).

As set forth herein, the entity signing this Petition in accordance with the Act (“Petitioner”) requests that the Board of Aldermen of the City (the “Board of Aldermen”) hold a public hearing and approve the Petition and establish the proposed Community Improvement District described herein in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be the “**Versailles Main Station Community Improvement District**” (the “District”).

B. Legal Description

The District includes all of the real property (the “District Property”) legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the “District Boundary Map”). The District is approximately 5.21 acres located entirely within the City.

2. PETITIONER

Based on the tax records of Morgan County, Missouri as of the date of filing this Petition, Petitioner:

- (a) collectively owns more than fifty percent (50%) by assessed value of the District Property; and
- (b) represents more than fifty percent (50%) per capita of all owners of the District Property.

Petitioner represents 100% per capita of all owners of the District Property and 100% of all real property within the boundaries of the proposed District by assessed value.

3. FIVE YEAR PLAN

The five-year plan for the District shall include, but is not necessarily limited to, the following:

A. Purposes of the District

The primary purpose of the District is to provide a source of revenue to expend pursuant to a contract with a private property owner or lessee of property to undertake a project on behalf of the District (the "Project"), which Project is expected to include the construction, reconstruction, installment, repair, maintenance, and equipment of public improvements within the District, including, but not limited to, parks, lawns, trees, and any other landscape, meeting facilities, sidewalks, streets, streetscape, lighting, benches or other seating furniture, trash receptacles, utilities, and any other useful, necessary, or desired public improvements within the District.

Additionally, other purposes of the District are to:

- (a) Pledge its tax revenues (the "CID Revenues") to one or more notes or other obligations, which may be issued by the District or another public body (collectively, the "District Obligations"), the proceeds of said District Obligations to be used toward the payment of costs and fees of the Project, the costs of issuing the District Obligations, and to refund prior District Obligations;
- (b) Enter into contracts or other agreements in order to complete or cause completion of the Project and other purposes of the District;
- (c) Levy a retail sales and use tax in accordance with the Act (the "District Sales Tax"); and
- (d) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

B. Estimate of Costs of Services and Improvements

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately ~~Five~~Four Hundred ~~Seventy-Eight~~ Thousand ~~Eight Hundred Seventeen~~ and 00/100 Dollars (~~\$578,817.00~~400,000.00). CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

C. Anticipated Sources of Funds to Pay Costs and Anticipated Term of the Sources

The District intends to enter into an agreement among the District and one or more developers of real property within the District, pursuant to which the developer(s) will advance the costs of the Project subject to reimbursement from revenues generated by the District Sales Tax or the proceeds of the District Obligations. Such District Obligations will be repaid from CID Revenues. The anticipated term of the CID Revenues is twenty-seven (27) years from the adoption of the ordinance establishing the District, unless extended. An estimate of annual CID Revenues is described on Exhibit C attached hereto and made a part hereof.

D. Powers

The District shall have the powers provided for in the Act, subject to the limitations set forth herein.

E. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the District and are subject to change.

2025

- Approval of ordinance establishing the District.
- Effective date of the ordinance establishing the District, appointment of Board of Directors and approval of District Sales Tax.
- Project commences.
- To the extent necessary, provide support for the Project.
- Imposition of District Sales Tax.
- Collect and administer District Sales Tax.

2026

- To the extent necessary, provide support for the Project.
- Project completed.
- Collect and administer District Sales Tax.

2027

- Collect and administer District Sales Tax.

2028

- Collect and administer District Sales Tax.

2029

- Collect and administer District Sales Tax.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors (“Board”) and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board of Directors (the “Board”) consisting of five (5) directors (the “Directors” and each a “Director”).

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board; and
- (c) be at least 18 years of age.

Each Director, during his or her term, shall also be an owner as defined in Section 67.1401.2(11) of the Act of District Property (or a legally authorized representative thereof), except for one (1) Director, who in accordance with Section 67.1451.2(3) of the Act shall instead, during his or her term, meet the following requirements:

- (d) reside within the City of Versailles, Missouri;
- (e) be qualified and registered to vote as set forth in Section 67.1451.2(3)(b) of the Act;
- (f) have no financial interest in any real property or business operating within the proposed District; and

- (g) not be a relative, within the second degree of consanguinity or affinity, to an owner of real property or business operating within the District.

3. Initial Board of Directors

The initial Directors shall be appointed by the Mayor with the consent of the Board of Aldermen to serve the following staggered terms, all in accordance with Section 67.1451.5 of the Act:

Director:	Term:
First	Four (4) Years
Second	Four (4) Years
Third	Two (2) Years
Fourth	Two (2) Years
Fifth	Two (2) Years

Upon expiration of the terms of the initial Directors, successive Directors shall be appointed from a slate approved by the Directors and by the Mayor with the consent of the Board of Aldermen in accordance with the Act and this Petition.

4. Successor Directors

Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the Board of Aldermen according to a slate submitted to the Mayor by the Board. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors according to the slate submitted and the Board of Aldermen shall consent to the appointments; or
- (b) the Mayor or the Board of Aldermen may reject the slate submitted and request in writing that the Board submit an alternate slate.

If an alternate slate is requested, the Board shall within 60 days following receipt of the written request submit an alternate slate to the Mayor. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Board of Aldermen shall consent to the appointment: or
- (b) the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing that the Board submit another alternate slate.

The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the Board of Aldermen.

The Board shall select the slate as follows:

- (a) individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- (b) the Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- (c) the slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Petition.

5. REAL PROPERTY TAXES

The District shall have no power to levy a real property tax upon District Property; as such, the maximum rate of real property taxes within the District is zero.

6. SPECIAL ASSESSMENTS

~~The District shall have no power to levy any special assessments upon District Property; as such, the maximum rate of special assessments within the District is zero.~~

The District, in accordance with Section 67.1521 of the Act and pursuant to its Petition, has the power to impose a special assessment upon all or a portion of the District Property as follows:

The maximum rate of the special assessment and the respective method of assessment that may be proposed by a special assessment petition is \$5 per occupied Hotel room night on each tract, lot, or parcel of District Property containing a Hotel, such special assessment to be levied against each tract, lot or parcel of District Property which receives special benefit as a result of such service and or projects. "Hotel" as used herein shall mean any hotel, hotel suite development, extended stay facility, motel, or inn, including but not limited to any facility which provides for the lodging of guests or invitees from the public, with or without meals being provided, and/or kept, used, maintained, advertised, or held out to the public as a place where sleeping accommodations are available for pay or compensation from transient guests.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of the District Property is \$0.00 pursuant to MO Const. Art. X § 6.

8. SALES TAXES

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%).

9. BLIGHT DETERMINATION

This Petition does not include a request for determination of blight for any real property within the proposed District, including the District Property.

10. LIFE OF DISTRICT

The proposed length of time for the existence of the District is a maximum of twenty-seven (27) years following the effective date of the ordinance adopting and approving this Petition.

11. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

12. NOTICE TO PETITIONER

The Petitioner acknowledges that the signature of the undersigned of this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City.

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project, and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy the District Sales Tax in accordance with the Act in order to generate revenue for the District. Petitioner does not seek to limit the borrowing capacity or revenue generation of the District and anticipates the pledge of CID Revenues to District

Obligations issued, to fund the Project or other purposes of the District as set forth in this Petition.

14. DISTRICT POWERS.

There shall be no limitations on the District's powers and the District shall have all powers granted under the Act.

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Signature Page for Petition to Establish the Versailles Main Station Community Improvement District

The undersigned requests that the Board of Aldermen of the City of Versailles, Missouri establish the Versailles Main Station Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	City of Versailles, Missouri
Owner's Telephone Number:	(573) 539-2589
Owner's Mailing Address	104 N. Fisher Street Versailles, MO 65084
Owner Entity Type:	Fourth-Class City
Name of Signer:	Jamie Morrow
Basis of Legal Authority to Sign:	Mayor
Signer's Telephone Number:	(573) 539-2589
Signer's Mailing Address	104 N. Fisher Street Versailles, MO 65084

The map, parcel identification number and assessed value of the properties owned:

Map ID	Parcel	2024 County Assessed Value		
		Land	Imp	Total
A	12-3.0-06-300-001-007.000	\$0.00	\$0.00	\$0.00
B	12-3.0-06-200-009-002.000	\$0.00	\$0.00	\$0.00
C	12-3.0-06-200-009-002.004	\$0.00	\$0.00	\$0.00

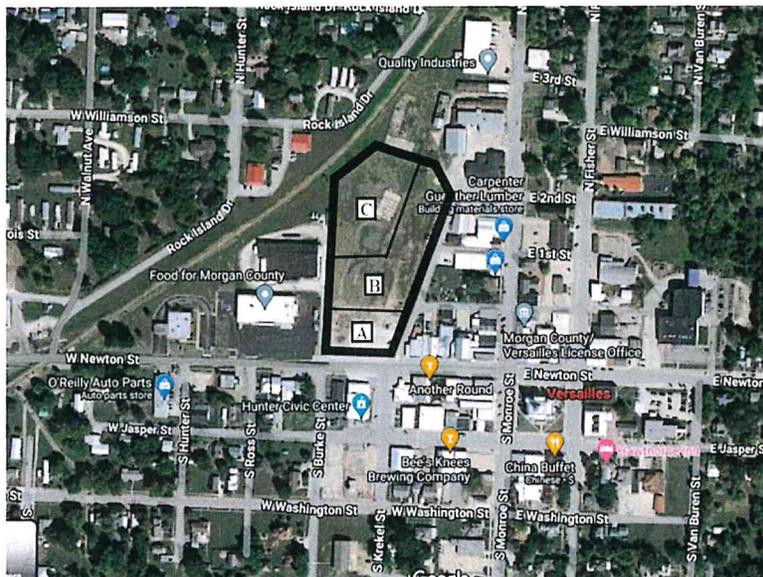


EXHIBIT "A"
DISTRICT LEGAL DESCRIPTION

PARCELS I and II:

A tract of land, being a part of the Southeast Quarter, of the Northwest Quarter of Section 6, Township 42 North, Range 17 West, said tract of land being the same lands described by deed, found in Document Number 2019-4679, in the Office of the Recorder, Morgan County, Missouri, and being more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of Block 1 of the Original Town of Versailles; thence, North 87 Degrees, 30 Minutes, 32 Seconds West along the Northerly right of way of West Newton Street, 177.77 feet to a set 1/2 inch rebar at the intersection of said Northerly right of way and the Westerly right of way of Krekel Street, also being the **POINT OF BEGINNING**; thence, continuing along said Northerly right of way, North 87 Degrees, 30 Minutes, 32 Seconds West, 233.82 feet to a set 1/2 inch rebar at the intersection of said Northerly right of way and the Easterly right of way of North Burke Street; thence, leaving Northerly right of way, North 3 Degrees, 33 Minutes, 47 Seconds East along said Easterly right of way of North Burke Street, 193.13 feet to a set 1/2 inch rebar; thence leaving said Easterly right of way, North 3 Degrees, 09 Minutes, 34 Seconds East along the Easterly line of a tract of land described by deed in Document Number 2019-3311 in said Office of the Recorder, 141.18 feet to a found 1/2 inch rebar; thence, leaving said Easterly line, South 86 Degrees, 23 Minutes, 07 Seconds East, along the Southerly line of a tract of land described by deed, found in Document Number 2015-1587 in the Office of the Recorder, 200.22 feet to a found 5/8 inch rebar; thence, thence leaving said Southerly line, along the Easterly line thereof, North 19 Degrees, 21 Minutes, 54 Seconds East, 355.92 feet to a point on the Southwesterly line of a tract of land described by deed, found in Document Number 2024-0682 in said Office of the Recorder; thence leaving said Easterly line, South 72 Degrees, 47 Minutes, 48 Seconds East along said Southwesterly line, 75.76 feet to a Pipe; thence, leaving said Southwesterly line, North 87 Degrees, 20 Minutes, 48 Seconds East along the Southerly line of a tract of land described by deed, found in Book 171, Page 344 in said Office of the Recorder, 36.56 feet to a set 1/2 inch rebar; thence, leaving said Southerly line along the Westerly line thereof, South 3 Degrees, 05 Minutes, 20 Seconds West, 85.00 feet to a set 1/2 inch rebar on the Northerly right of way of Second Street; thence, leaving said Westerly line, North 86 Degrees, 54 Minutes, 43 Seconds West along said right of way, 30.00 feet to a set 1/2 inch rebar at the intersection of said Northerly right of way and the Westerly right of way of aforementioned Krekel Street; thence, leaving said Northerly right of way, along said Westerly right of way, along the following courses: South 3 Degrees, 05 Minutes, 21 Seconds West, 134.79 feet to a set 1/2 inch rebar; thence, South 21 Degrees, 46 Minutes, 07 Seconds West, 461.38 feet to the **POINT OF BEGINNING**.

PARCEL III:

All that part of the West Half of Section 6, Township 42 North, Range 17 West, in City of Versailles, Morgan County, Missouri, described as follows:

Commencing at the point of intersection of the North line of the Warsaw and Versailles Road, also known as West Newton Street with the East line of said West Half of Section 6; thence Westerly along said North line of West Newton Street 411.6 feet to the Southeast corner of the tract of land conveyed to George W. and Gloria J. Perry by the Warranty Deed recorded in Deed Book 358 at Page 319; thence leaving said North line of West Newton Street and run North along the East line of said Perry Tract 603.15 feet to an iron pin at the Northeast corner thereof and the Southeast right of way line of the Missouri Central Railroad (formerly known as the Union Pacific Railroad, the St. Louis Southwestern Railroad and the Chicago, Rock Island and Pacific Railroad) for the point of beginning of the tract of land herein and hereby described; thence South $0^{\circ}07'57''$ West (deed South) along said East line of the Perry Tract 260.0 feet to an iron pin; thence leaving said East line and run South $89^{\circ}34'54''$ East 200.0 feet to an iron pin; thence North $16^{\circ}17'34''$ East 355.65 feet to an iron pin set in the Southerly line of the tract of land conveyed to R.V. Williams Lumber and Building Materials, Inc. by the Warranty Deed recorded in Deed Book 219 at Page 299; thence North $75^{\circ}54'$ West (deed North $75^{\circ}55'$ West) along said Southerly line of the R.V. Williams Lumber and Building Materials, Inc. Tract a distance of 190.0 feet to an iron pin set in said Southeasterly right of way line of the Missouri Central Railroad; thence run in a Southwesterly direction along said Southeasterly right of way line along a curve to the right, said curve subtended by a chord of South $42^{\circ}18'57''$ West 170.66 feet, to the point of beginning

EXHIBIT A

**FORM OF THE PETITION FOR THE
CREATION OF A TRANSPORTATION DEVELOPMENT DISTRICT**

EXHIBIT B

TRANSPORTATION PROJECT AGREEMENT

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this “*Cooperation Agreement*”) is entered into as of the 11 day of _____, February, 2025, by and between The City of Versailles, Missouri (the “*City*”), a fourth-class city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri, and Main Station Holdings, LLC, a Missouri limited liability company, whose address is 11210 Pentland Downs Street, Las Vegas, Nevada 89141 (the “*Company*”).

RECITALS

- A. The City owns and is leasing to the Company or an affiliate the property commonly known as parcel numbers 12-3.0-06-300-001-007.000, 12-3.0-06-200-009-002.000, and 12-3.0-06-200-009-002.004 in the City and located in Morgan County, Missouri (the “*Project Area*”).
- B. All or a portion of the Project Area is being developed, which development includes a boutique hotel with restaurant, retail, and commercial uses (collectively, the “*Development Project*”).
- C. On February 11, 2025, the City adopted Ordinance No. _____ (the “*Authorizing Ordinance*”), which authorized the City to enter into this Cooperation Agreement with the Company. The City is authorized to enter into this Cooperation Agreement pursuant to the provisions of Section 70.210 to 70.320 of the Revised Statutes of Missouri, as amended, and the Code of the City.
- D. The Company is authorized to enter into this Cooperation Agreement pursuant to its Articles of Organization, Operating Agreement and authorizing resolution duly adopted by its member(s).
- E. This Cooperation Agreement promotes economic development through development of the Project Area, in accordance with the Development and Performance Agreement to be made and entered into by and between the City and the Company (the “*Development Agreement*”) and the Plan for an Industrial Development Project and Cost/Benefit Analysis.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals to this Cooperation Agreement are essential to the terms of this Cooperation Agreement and as such are a part of this Cooperation Agreement.
2. Definitions. In addition to the terms defined in the Recitals, the Development Agreement and elsewhere in this Cooperation Agreement, for the purposes of this Cooperation Agreement the following terms shall have the following meanings:

(a) “*Effective Date*” means the first day of the fiscal year of the City following the date of this Cooperation Agreement.

(b) “*Reimbursable Development Project Costs*” means the costs and expenses described on **Exhibit B** attached hereto and actually incurred by the Company or an assignee under Section 9 of this Cooperation Agreement, solely to the extent such costs are for public improvements associated with the Development Project and in accordance with the Development Agreement for which the City has statutory authority to finance from Sales Tax Revenue.

(c) “*Reimbursement Period Commencement Date*” means the first day of the month following the date of substantial completion of the Development Project under the Development Agreement.

(d) “*Sales Tax Revenue*” means (a) the general revenue sales tax levied pursuant to Ordinance No. 1000, as amended by Ordinance No. 10001, or any successor thereto, (b) such portion of the parks and public works sales tax levied pursuant to Ordinance No. 19-008, or any successor thereto allocated by the City to public works, (c) the capital improvements sales tax levied pursuant to Ordinance No. 1349, as amended by Ordinance Nos. 1356, 1405, 1416, 1554, 1566, 1713, and 1729, or any successor thereto, and (c) any sales and/or lodging taxes received from Morgan County, Missouri pursuant to agreement between Morgan County, Missouri and the City, generated within the Project Area.

(e) “*Semi-Annual Calculation Period*” means each six (6) month period during the Term commencing on [November 1 and ending on April 30, and commencing on May 1 and ending on October 31 (**actual six month period to be determined upon closing**)].

(f) “*Term*” means the period beginning on the Effective Date and ending on the date that is the earlier of (i) forty (40) years from the Reimbursement Period Commencement Date or (ii) the Company being reimbursed an amount equal to the Reimbursable Development Project Costs.

3. Creation of Sales Tax Reimbursement Account. There is hereby established an account to be held by the City, designated and named the “Sales Tax Reimbursement Account – Versailles Main Station” (the “*Sales Tax Reimbursement Account*”) into which there shall be deposited an amount equal to fifty percent (50%) of the Sales Tax Revenue generated within the Project Area in accordance with Section 4. The Sales Tax Reimbursement Account shall be under the custody and control of the City, subject however, to the provisions of this Cooperation Agreement, the Development Agreement and the Authorizing Ordinance.

4. Reimbursement to Company.

(a) The City agrees, subject to annual appropriation, to reimburse the Company for Reimbursable Development Project Costs in an amount equal to fifty percent (50%) of the Sales Tax Revenue generated within the Project Area during the Term, in accordance with the terms and provisions of this Cooperation Agreement and the Development Agreement.

(b) Subject to annual appropriation, within sixty (60) days after the last day of each Semi-Annual Calculation Period during the Term, the City shall cause an amount equal to fifty percent (50%) of the Sales Tax Revenue generated within the Project Area to be deposited into the Sales Tax Reimbursement Account and disbursed to the Company.

(c) The Company shall have the right to assign its right to reimbursement of Reimbursable Development Project Costs to the Main Station Community Improvement District (the "CID") and/or the Main Station Transportation Development District (the "TDD"). Upon receipt of written notice from the Company of such assignment, the City agrees to make all future reimbursements of Reimbursable Development Project Costs directly to the CID and/or TDD, as applicable, in accordance with the terms of this Cooperation Agreement.

5. Annual Appropriation.

(a) The City's obligation to appropriate an amount equal to fifty percent (50%) of the Sales Tax Revenue for deposit into the Sales Tax Reimbursement Account and to appropriate the funds on deposit from time to time in the Sales Tax Reimbursement Account is a special, limited obligation, payable only from Sales Tax Revenue, and shall not be construed to be a debt of the City within the meaning of Article VI, Section 26(a) of the Missouri Constitution or any other applicable constitutional or statutory limitations, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

(b) During the Term, the City covenants and agrees that with respect to each fiscal year of the City, the Budget Director or other designated representative at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the City a request for an appropriation equal to fifty percent (50%) of the Sales Tax Revenue received in such fiscal year for deposit into the Sales Tax Reimbursement Account.

(c) The City is obligated only to make the payments set forth in this Cooperation Agreement as may lawfully be made from funds budgeted and appropriated or otherwise legally available to make the required payments during each respective fiscal year.

(d) The obligations of the City to make the payments hereunder constitute a current expense of the City, and do not constitute a mandatory payment obligation of the City in any fiscal year beyond the then current fiscal year of the City in which such appropriation has been made. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or money of the City.

(e) Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any subsequent fiscal year is solely within the discretion of the then current governing body of the City and any such non-appropriation shall not constitute a breach or

default by the City. In the event the City decides not to appropriate funds to make the required payments under this Cooperation Agreement, the City shall promptly notify the Company in writing of such decision, which such notice shall be provided no later than five (5) business days after the City has made such determination.

6. Intentionally Omitted.

7. Notice. Any notice, demand or other communication required by this Cooperation Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if sent by United States first class certified mail, return receipt requested, postage prepaid, or via a nationally recognized overnight delivery service that provides a receipt for delivery, addressed as follows:

If to Company: Main Station Holdings, LLC
11210 Pentland Downs St.
Las Vegas, Nevada 89141
Attention : Jason Hawronsky

with a copy to: Husch Blackwell LLP
8001 Forsyth Blvd., Suite 1500
St. Louis, Missouri 63105
Attention: Jonathan Giokas

and

Pratt Law Office
P.O. Box 1278
Idalou, Texas 79329
Attention: Nicie Pratt

If to the City: City of Versailles, Missouri
1401 N. Fisher Street
Versailles, Missouri 65084
Attention: Mayor

With a copy to: City of Versailles, Missouri
1401 N. Fisher Street
Versailles, Missouri 65084
Attention: Finance Officer

and

Saab Law Office
13 Camden Court SW
Camdenton, MO 65020
Attention: Joseph Saab

and

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Jason Terry

Either party shall have the right to change its respective address for notices by a written notice to that effect.

8. Choice of Law. This Cooperation Agreement shall be construed and enforced in accordance with the internal laws of the State of Missouri without reference to its conflict of laws principles.

9. Entire Agreement; Amendment; Assignment. This Cooperation Agreement constitutes the entire agreement between the parties and there are no other agreements or representations other than those contained in this Cooperation Agreement. This Cooperation Agreement may not be amended, modified or waived orally, but only by a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. Company may assign this Cooperation Agreement to an affiliate as such term is defined in Rule 501 of Regulation D of the Securities Act of 1933, without the consent of the City.

10. Invalid Provisions. If any one or more of the provisions of this Cooperation Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by final non-appealable order of a court of competent jurisdiction, such provision shall be judicially modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Cooperation Agreement and all other applications of any such provision shall not be affected thereby; provided, however, that if, in the Company's sole judgment, the invalidity or unenforceability of such provision, or the terms of such provision as modified in accordance with this section, materially diminish the likelihood that the Company will be reimbursed fifty percent (50%) of the Sales Tax Revenue, the Company shall have the right to terminate this Cooperation Agreement and be relieved of any further obligations hereunder.

11. Electronic Transmission and Storage. The transactions described herein may be conducted and related documents may be 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.

12. Waiver. The failure of any party to insist upon a strict performance of any of the terms or provisions of this Cooperation Agreement, or to exercise any option, right, or remedy contained in this Cooperation Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by any party hereto of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

13. Binding Effect. This Cooperation Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

14. Counterparts. This Cooperation Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

15. Intentionally Omitted.

16. Execution of Cooperation Agreement. The City shall not be obligated to execute this Cooperation Agreement until the Company has entered into the Development Agreement, which Development Agreement shall be in accord with the Authorizing Ordinance and in a form reasonably acceptable to the Mayor and reasonably acceptable to the Finance Officer of the City (the "*Finance Officer*") in accordance with the standard terms and conditions and normal execution practices and process of the Finance Officer prior to such execution.

17. Reimbursement of Sales Tax Revenues Limited to Reimbursable Development Project Costs. The City will reimburse the Company from Sales Tax Revenues under Section 4 of this Cooperation Agreement for Reimbursable Development Project Costs, which shall be evidenced by the Company's delivery to the City of a Certificate of Reimbursable Development Project Costs, attached hereto as **Exhibit C**, constituting certification by the Company that such cost is for the Development Project. Upon request by the City and following the Company's delivery of a Certificate of Reimbursable Development Project Costs, the Company shall deliver any invoices and/or receipts in connection with such Reimbursable Development Project Costs. Within thirty (30) days of the City's receipt from the Company of a Certificate of Reimbursable Development Project Costs, the City shall review and act upon such Certificate of Reimbursable Development Project Costs. If the City fails to approve or disapprove any Certificate of Reimbursable Development Project Costs within thirty (30) days after receipt thereof, the Certificate or Reimbursable Development Project Costs shall be deemed approved.

18. Company to Advance Costs. The Company agrees to pay the following amounts:

(i) the Company shall pay to the Finance Officer an additional amount to be determined by the Finance Officer to pay the legal expenses and financial advisory fees and expenses incurred by the Finance Officer in connection with the review of this Cooperation Agreement, the Development Agreement and other documents related thereto, and data, which amount shall be paid concurrently with the execution of the Cooperation Agreement; the foregoing notwithstanding, said fees and expenses shall be paid whether or not this Cooperation Agreement and the Development Agreement are executed;

(ii) the Company shall pay an annual fee of \$_____ for administration of the Sales Tax Reimbursement Account and the Reimbursable Project Costs, which monies shall be paid to the Finance Officer payable on the first day of the City's fiscal year (April 1); and

(iii) the Company shall pay to the Finance Officer an additional amount to pay the legal expenses incurred by the Finance Officer in connection with the review of each Certificate of Reimbursable Development Project Costs.

19. Reporting Sales Tax Revenues and Non-Sales Tax Revenues.

(i) The City and the Company agree to cooperate and take all reasonable actions necessary to cause the Sales Tax Revenues to be paid into the Sales Tax Reimbursement Account including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

(ii) The Company shall use all reasonable efforts to timely complete and submit to the City the forms attached hereto as **Exhibit A** relating to the Company's operations within the Project Area. During the Term, the Company shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such successor interest were originally a party to and bound by this Cooperation Agreement.

The Finance Officer reserves the right to require the Company to engage, at the Company's sole expense, an independent monitor pursuant to a monitoring agreement in form acceptable to the Finance Officer in accordance with the standard terms and conditions and normal execution practices and process of the Finance Officer prior to its execution to, among other things, to assist in determining, on a monthly basis, the Sales Tax Revenues generated from the Development Project.

20. Anti-Israel Discrimination. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this Cooperation Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Cooperation Agreement to be executed by their respective officers or officials.

CITY OF VERSAILLES, MISSOURI

By: _____
Jamie Morrow, Mayor

By: _____
Bobbie Garber, Finance Officer

(SEAL)

Attest:

Name: Libby Webb, City Clerk

Approved as to Form:

Name: Joseph Saab
Title: City Attorney

MAIN STATION HOLDINGS, LLC, a Missouri
limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
Reporting Form

Development Area: _____
Quarterly Information* _____

For Period: _____

Business Name: _____

Address:** _____

Contact Person: _____

Phone Number: _____

Federal I.D. Number: _____ State I.D. Number: _____

Sales Tax Site Number: _____

Earnings Tax withholding:
(Form W-10)

Earnings tax:
(Business Return Form 234 - Annual)

Payroll tax:
(Form P-10)

Please forward the above information to:

City of Versailles, Missouri
Attention: Finance Officer
104 N. Fisher Street
Versailles, Missouri 65084

I, _____, in my capacity as _____,
hereby certify that I am authorized by _____ to release
such confidential tax records referenced herein and that such records are true
and correct to my knowledge.

Signature

* This information will not be part of any public record.

** Information is required for this specific location only. Do not combine with any other location.

EXHIBIT B
Reimbursable Development Project Costs

CATEGORY	
(a)	Demolition costs (includes, but is not limited to, demolition of existing buildings and structures or parts thereof).
(b)	Site preparation and public improvements costs (includes, but is not limited to, street and sidewalk improvements, parking facilities, utility work and resetting of curbs and landscaping and lighting in the right of way areas).
(c)	Rehabilitation, renovation, or reconstruction of any existing structures or construction of new improvements.
(d)	Financing costs (includes, but is not limited to, loan fees, disbursing fees, lender's legal fees, loan appraisals, and flood certificates).
(e)	Environmental testing, remediation and/or abatement costs (includes, but is not limited to, the testing for and removal and disposal of toxic or hazardous substances or materials).
(f)	Professional service costs (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, sales commissions or special services).
(g)	Costs incurred by the Company pursuant to Section 18 (i) – (iii) of this Agreement.

EXHIBIT C
Form of Certificate of
Reimbursable Development Project Costs

TO:

City of Versailles, Missouri
104 N. Fisher Street
Versailles, Missouri 65084
Attention: Finance Officer

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Jason Terry

Re: City of Versailles, Missouri, Versailles Main Station Development Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperation Agreement dated as of _____, 2025 (the “*Agreement*”), between the City and Main Station Holdings, LLC, a Missouri limited liability company (the “*Developer*”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Development Project Cost and was incurred in connection with the construction of the Development Project.
2. These Reimbursable Development Project Costs have been paid and are Reimbursable Development Project Costs under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid from money derived from the Sales Tax Reimbursement Account and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the work for which this certificate relates have been issued and are in full force and effect.
6. All work for which payment is requested has been performed in a good and workmanlike manner and in accordance with the Development Plan and the Agreement.
7. If any cost item to be paid under this Certificate is deemed not to constitute a “Development Project Cost” within the meaning of the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Development Project Costs for payment hereunder.
8. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any

Dated this ____ day of _____, 20__.

MAIN STATION HOLDINGS, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

Approved for reimbursement this ___ day of _____,
20__.

THE CITY OF VERSAILLES, MISSOURI

By: _____
Name: _____
Title: _____

IN THE CIRCUIT COURT OF THE COUNTY OF MORGAN
STATE OF MISSOURI
26TH JUDICIAL CIRCUIT

IN RE THE CREATION OF THE)
VERSAILLES MAIN STATION)
TRANSPORTATION DEVELOPMENT DISTRICT,)

CITY OF VERSAILLES, MISSOURI, a city and)
political subdivision duly organized and existing)
under the Constitution and laws of the State of)
Missouri, acting by and through its Board of)
Aldermen)

Petitioner,)

vs.)

Cause No:)

CITY OF VERSAILLES, MISSOURI, a city and)
political subdivision duly organized and existing)
under the Constitution and laws of the State of)
Missouri, acting by and through its Board of)
Aldermen,)

Division:)

Serve: Libby Webb)
City Clerk)
104 N. Fisher Street)
Versailles, MO 65084)

Joseph Saab)
City Attorney)
13 Camden Court SW)
Camdenton, MO 65020)

and)

MISSOURI HIGHWAYS AND TRANSPORTATION)
COMMISSION,)

Serve: Pamela Harlan)
Secretary to the Commission)
105 West Capitol Avenue)
Jefferson City, Missouri 65102)

Respondents.)

**PETITION FOR THE CREATION OF
A TRANSPORTATION DEVELOPMENT DISTRICT**

COMES NOW Petitioner, City of Versailles, Missouri, an incorporated political subdivision of the State of Missouri, pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act"), and petitions the Court for the purpose of creating a transportation development district (the "District"), and in support thereof state as follows:

THE PARTIES

1. Petitioner, City of Versailles, Missouri, is the owner of record of certain real property located within the City of Versailles, Missouri and the County of Morgan, Missouri identified by the County of Morgan as parcel numbers 12-3.0-06-300-001-007.000, 12-3.0-06-200-009-002.000, and 12-3.0-06-200-009-002.004, which are located within the proposed District. Such property is depicted on the map contained in **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.

2. Petitioner is the owner of record of all of the real property located within the proposed District.

3. Respondent City of Versailles, Missouri, in its capacity as a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act, is an incorporated political subdivision of the State of Missouri in which the District will be located, and is an affected local transportation authority under Section 238.207.4(2) of the TDD Act.

4. Respondent Missouri Highways and Transportation Commission is the constitutional authority responsible for constructing and maintaining the Missouri highway system and is a necessary party under Section 238.207.4(2) of the TDD Act.

BACKGROUND

5. Petitioner desires to create the District under the TDD Act for the sole purpose of funding the Transportation Project (as further described herein) through the imposition of a transportation development district sales tax (the “Sales Tax”) pursuant to Section 238.235 of the TDD Act. The proceeds of the Sales Tax will be deposited into a special trust fund and used for the sole purpose of funding the Transportation Project.

PETITION REQUIREMENTS

6. There are no persons eligible to be registered voters residing within the proposed District. As a result, all property owners within the proposed District are the “qualified voters” of the District, as that term is defined in the TDD Act.

7. The name and address of the owner of record of all of the real property and improvements located within the proposed District is as follows:

City of Versailles, Missouri
104 N. Fisher Street
Versailles, MO 65084

8. The name and address of each Respondent is as follows:

The City of Versailles, Missouri
104 N. Fisher Street
Versailles, MO 65084

The Missouri Highways and Transportation Commission
105 West Capitol Avenue
Jefferson City, Missouri 65102

9. The proposed District is contiguous pursuant to Section 238.207.3(1) of the TDD Act.

10. A map of the proposed District illustrating the proposed District's boundaries is attached as **Exhibit A**. The legal description of the property to be included in the proposed District is set forth in **Exhibit B**, a copy of which is attached hereto and incorporated herein by this reference.

11. Petitioner proposes that the Transportation Project be undertaken by the District solely within the City of Versailles, Missouri. A general description of the Transportation Project, including the approximate location of the Transportation Project, is set forth in **Exhibit C**, a copy of which is attached hereto and incorporated herein by this reference.

12. The total estimated project costs for the Transportation Project are expected to be \$4,550,000, of which approximately \$700,000 are anticipated to be financed using revenues from the Sales Tax; provided, however, that revenues in excess of such amount may be used to pay costs of the Transportation Project, if available. The total anticipated revenues to be collected from the Transportation Project are none.

13. The name of the proposed District will be the "Versailles Main Station Transportation Development District."

14. The board of directors of the District will be composed of five (5) members.

15. The terms of office of the initial members of the board of directors of the District will be staggered, the two members receiving the highest number of votes will have an initial three-year term, the two members receiving the next highest number of votes will have an initial two-year term, and the member receiving the fewest votes will have an initial one-year term. After the initial terms, all members of the board of directors of the District will be elected for three-year terms. The Respondents shall

appoint one or more advisors to the board of directors of the District as provided in Sections 238.220.4 and 238.220.5 of the TDD Act.

16. The sole source of funding for the project costs of the Transportation Project will be the proceeds of the Sales Tax to be imposed within the District. Pursuant to Section 238.235 of the TDD Act, the District may impose the Sales Tax upon approval of the “qualified voters” (as defined in Section 238.202.2(2) of the TDD Act) of the proposed District and, pursuant to Section 238.216.1(3) of the TDD Act, with respect to transportation development districts such as the proposed District formed by the petition of all of the owners of property within the District, the filing of a unanimous petition shall constitute the approval of the qualified voters at an election. Pursuant to Section 238.235.1(7) of the TDD Act, the Sales Tax may be imposed at a rate in increments of one-eighth of one percent up to a maximum of one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, provided that the Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to all sales of electricity or electrical current, water and gas, natural or artificial, nor to sales of service to telephone subscribers, either local or long distance. Pursuant to Section 238.235.1 of the TDD Act, the board of directors of the proposed district will be requested to adopt a resolution imposing such Sales Tax at a rate not to exceed one percent (1.0%) and will request that the Sales Tax be submitted to the qualified voters for approval. By unanimous petition of the owners of all property within the District, the owners shall provide their unanimous consent and approval with respect to whether the District shall impose a sales tax within the District at the rate of up to one

percent (1.0%) for up to 40 years. Petitioner desires to seek voter approval of the imposition of the TDD Sales Tax at a rate not to exceed one percent (1.0%) to (i) pay costs of financing or refinancing the Transportation Project, (ii) reimburse the Petitioner for the costs of filing and defending this Petition as authorized by Section 238.217 of the TDD Act, and (iii) pay the principal of, premium, if any, and interest on bonds, notes or other obligations issued pursuant to Section 238.240 or 238.242 of the TDD Act to fund the costs of financing or refinancing the Transportation Project.

17. The proposed District will not be an undue burden on any owner of property within the District and is not unjust or unreasonable.

18. The District's proposed budgeted expenditures, including estimated expenditures for real physical improvements, estimated expenses for professional services and estimated interest charges, is set forth in **Exhibit D**, a copy of which is attached hereto and incorporated herein by this reference.

DISSOLUTION OF THE DISTRICT AND REPEAL OF THE SALES TAX

19. Petitioner, as owner of record of all real property located within the proposed District, may file a petition with the Court seeking to dissolve the District prior to the meeting at which the board of directors of the District will be elected. After election of the board of directors of the District, the District shall be dissolved only in compliance with Section 238.275 of the TDD Act.

20. In no event shall the Sales Tax be repealed, in whole or in part, nor the District be dissolved, until payment in full and satisfaction of all transportation development revenue bonds, transportation development revenue notes or other obligations, singly or in series, issued by the District in furtherance of the Transportation Project, except in accordance with the TDD Act.

WHEREFORE, Petitioner City of Versailles, Missouri requests that the Court enter a judgment and decree pursuant to the TDD Act:

a. Finding all of the owners of the real property within the District joined in this Petition;

b. Finding and certifying that this Petition is not legally defective and that the Respondents have been duly served with process in this action or otherwise properly appear in this action;

c. Finding and certifying that the proposed District is contiguous pursuant to Section 238.207.3(1) of the TDD Act;

d. Finding and certifying that the proposed District is neither illegal nor unconstitutional;

e. Finding and certifying that the proposed District is not an undue burden on any owner of property within the District and is not unjust or unreasonable;

f. Finding and certifying that all of the real property located within the proposed District will benefit from District undertaking the Transportation Project;

g. Finding and certifying that the Transportation Project is an authorized “project” within the meaning of 238.202.1(5) of the TDD Act;

h. Finding and certifying that there are no persons eligible to be registered voters residing within the proposed District and that the owners of record of the real property and improvements located within the proposed District are the “qualified voters” pursuant to Section 238.202.2(2)(b) of the TDD Act;

i. Finding and certifying that the proposed District is properly, duly, and lawfully organized;

j. Finding and certifying that the District is established as a political subdivision pursuant to and in accordance with the TDD Act for the sole purpose of funding the Transportation Project through the imposition of the Sales Tax;

k. Finding and certifying that the proposed funding method and mechanism is neither illegal nor unconstitutional and shall be certified for qualified voter approval pursuant to Section 238.210.2 of the TDD Act;

l. Finding any verified unanimous petition filed by the owners of all of the real property within the District approving any measure submitted to them, including the District's sales tax, shall constitute a valid election under the TDD Act;

m. Finding the Circuit Court Clerk of Morgan County, Missouri, is authorized to take the actions the Circuit Court Clerk of Morgan County, Missouri is required to take under the TDD Act;

n. Finding the District and its board of directors have all of the power and authority conferred upon them in the TDD Act;

o. Ordering a public hearing to be held in this Court on the creation and funding of the District;

p. Ordering a meeting of the owners of record of all real property within the District in the manner provided by Section 238.220.2(1) of the TDD Act at a specified day and hour in a public place in Morgan County, Missouri, for the purpose of electing the board of directors of the District, to be composed of five (5) owners or representatives of owners of real property in the District;

q. Ordering the first meeting of the board of directors of the District as provided in Section 238.222.2 of the TDD Act at a specified day and hour;

r. Ordering that the sales tax imposed pursuant to Section 238.235 shall become effective on the first day of the second calendar quarter after the Missouri Department of Revenue receives notification of the tax as provided in Section 238.235.1(3).

Petitioner further requests that the Court make any additional finding and order and grant such other further relief which the Court deems necessary and proper.

Respectfully submitted,

HUSCH BLACKWELL LLP

By: _____

_____, # _____

_____, # _____

8001 Forsyth Blvd., Suite 1500

St. Louis, MO 63105

(314) 480-1890

(314) 480-1505 – Fax

_____@huschblackwell.com

_____@huschblackwell.com

Attorneys for Petitioner

EXHIBIT A

MAP OF PROPOSED VERSAILLES MAIN STATION TRANSPORTATION DEVELOPMENT DISTRICT

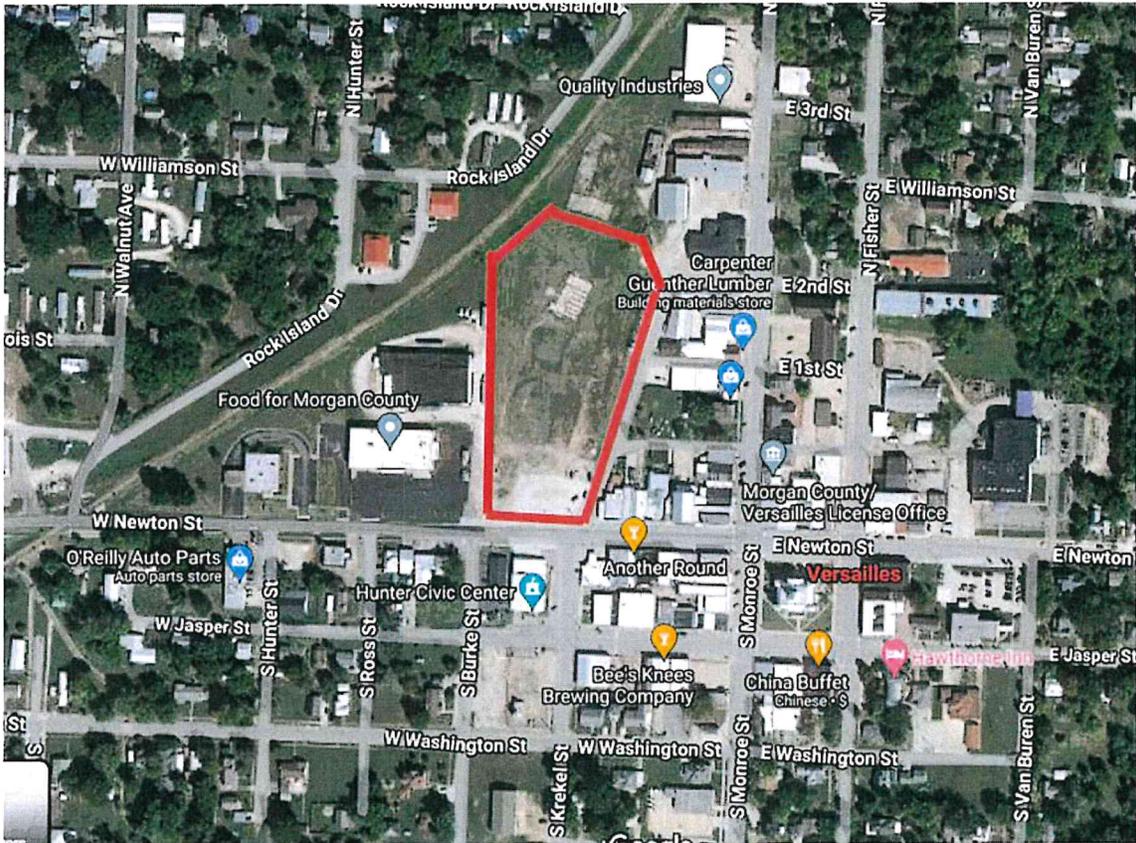


EXHIBIT B

LEGAL DESCRIPTION

VERSAILLES MAIN STATION TRANSPORTATION DEVELOPMENT DISTRICT

PARCELS I and II:

A tract of land, being a part of the Southeast Quarter, of the Northwest Quarter of Section 6, Township 42 North, Range 17 West, said tract of land being the same lands described by deed, found in Document Number 2019-4679, in the Office of the Recorder, Morgan County, Missouri, and being more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of Block 1 of the Original Town of Versailles; thence, North 87 Degrees, 30 Minutes, 32 Seconds West along the Northerly right of way of West Newton Street, 177.77 feet to a set 1/2 inch rebar at the intersection of said Northerly right of way and the Westerly right of way of Krekel Street, also being the **POINT OF BEGINNING**; thence, continuing along said Northerly right of way, North 87 Degrees, 30 Minutes, 32 Seconds West, 233.82 feet to a set 1/2 inch rebar at the intersection of said Northerly right of way and the Easterly right of way of North Burke Street; thence, leaving Northerly right of way, North 3 Degrees, 33 Minutes, 47 Seconds East along said Easterly right of way of North Burke Street, 193.13 feet to a set 1/2 inch rebar; thence leaving said Easterly right of way, North 3 Degrees, 09 Minutes, 34 Seconds East along the Easterly line of a tract of land described by deed in Document Number 2019-3311 in said Office of the Recorder, 141.18 feet to a found 1/2 inch rebar; thence, leaving said Easterly line, South 86 Degrees, 23 Minutes, 07 Seconds East, along the Southerly line of a tract of land described by deed, found in Document Number 2015-1587 in the Office of the Recorder, 200.22 feet to a found 5/8 inch rebar; thence, thence leaving said Southerly line, along the Easterly line thereof, North 19 Degrees, 21 Minutes, 54 Seconds East, 355.92 feet to a point on the Southwesterly line of a tract of land described by deed, found in Document Number 2024-0682 in said Office of the Recorder; thence leaving said Easterly line, South 72 Degrees, 47 Minutes, 48 Seconds East along said Southwesterly line, 75.76 feet to a Pipe; thence, leaving said Southwesterly line, North 87 Degrees, 20 Minutes, 48 Seconds East along the Southerly line of a tract of land described by deed, found in Book 171, Page 344 in said Office of the Recorder, 36.56 feet to a set 1/2 inch rebar; thence, leaving said Southerly line along the Westerly line thereof, South 3 Degrees, 05 Minutes, 20 Seconds West, 85.00 feet to a set 1/2 inch rebar on the Northerly right of way of Second Street; thence, leaving said Westerly line, North 86 Degrees, 54 Minutes, 43 Seconds West along said right of way, 30.00 feet to a set 1/2 inch rebar at the intersection of said Northerly right of way and the Westerly right of way of aforementioned Krekel Street; thence, leaving said Northerly right of way, along said Westerly right of way, along the following courses: South 3 Degrees, 05 Minutes, 21 Seconds West, 134.79 feet to a set 1/2 inch rebar; thence, South 21 Degrees, 46 Minutes, 07 Seconds West, 461.38 feet to the **POINT OF BEGINNING**.

PARCEL III:

All that part of the West Half of Section 6, Township 42 North, Range 17 West, in City of Versailles, Morgan County, Missouri, described as follows:

Commencing at the point of intersection of the North line of the Warsaw and Versailles Road, also known as West Newton Street with the East line of said West Half of Section 6; thence Westerly along said North line of West Newton Street 411.6 feet to the Southeast corner of the tract of land conveyed to George W. and Gloria J. Perry by the

Warranty Deed recorded in Deed Book 358 at Page 319; thence leaving said North line of West Newton Street and run North along the East line of said Perry Tract 603.15 feet to an iron pin at the Northeast corner thereof and the Southeast right of way line of the Missouri Central Railroad (formerly known as the Union Pacific Railroad, the St. Louis Southwestern Railroad and the Chicago, Rock Island and Pacific Railroad) for the point of beginning of the tract of land herein and hereby described; thence South $0^{\circ}07'57''$ West (deed South) along said East line of the Perry Tract 260.0 feet to an iron pin; thence leaving said East line and run South $89^{\circ}34'54''$ East 200.0 feet to an iron pin; thence North $16^{\circ}17'34''$ East 355.65 feet to an iron pin set in the Southerly line of the tract of land conveyed to R.V. Williams Lumber and Building Materials, Inc. by the Warranty Deed recorded in Deed Book 219 at Page 299; thence North $75^{\circ}54'$ West (deed North $75^{\circ}55'$ West) along said Southerly line of the R.V. Williams Lumber and Building Materials, Inc. Tract a distance of 190.0 feet to an iron pin set in said Southeasterly right of way line of the Missouri Central Railroad; thence run in a Southwesterly direction along said Southeasterly right of way line along a curve to the right, said curve subtended by a chord of South $42^{\circ}18'57''$ West 170.66 feet, to the point of beginning

EXHIBIT C

General Description of the Transportation Project

The Transportation Project to be undertaken by the District shall consist of any one of or a combination of the following: the funding of the acquisition of a leasehold interest in surface and/or garage parking spaces in the proposed District; the sublease of such surface and/or garage parking spaces; the funding of certain improvements to the parking lot; and/or the funding of certain improvements to on-site and/or adjacent roads, including, but not limited to, curb cuts, paving, utilities, and sidewalks. The general location of the Transportation Project is within the District and more particularly identified by the County of Morgan as parcel numbers 12-3.0-06-300-001-007.000, 12-3.0-06-200-009-002.000, and 12-3.0-06-200-009-002.004.

EXHIBIT D

Proposed Budgeted Expenditures

Estimated Expenditures

Parking lots, curb cuts, etc.	\$1,000,000
Streets, paving, utilities, sidewalks, etc.	\$1,500,000
Professional services related to District formation and ongoing administration	\$50,000
Interest charges	\$2,000,000
TOTAL	\$4,550,000

The above represents estimated costs of the Transportation Project at this time. It is expected that the District Sales Tax will generate approximately \$700,000 on a net present value basis (plus annual interest) to fund all or a portion of the costs of the Transportation Project. Additional funding may be available from public and/or private sources. The costs of each category of expenditures are projected and may increase or decrease from time to time; additionally, costs within each category of expenditures may vary between such line items.

VERSAILLES MAIN STATION TRANSPORTATION DEVELOPMENT DISTRICT
TRANSPORTATION PROJECT AGREEMENT

THIS VERSAILLES MAIN STATION TRANSPORTATION DEVELOPMENT DISTRICT TRANSPORTATION PROJECT AGREEMENT (this “*Agreement*”) is made and entered into as of the 11 day of February, 2025, by and between the VERSAILLES MAIN STATION TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision duly organized and existing under the laws of the State of Missouri (the “*TDD*”), and the CITY OF VERSAILLES, MISSOURI, a city and political subdivision duly existing under the laws of the State of Missouri (the “*City*”).

Recitals:

A. The TDD is a political subdivision and transportation development district formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the “*TDD Act*”).

B. MAIN STATION HOLDINGS, LLC, a Missouri limited liability company, or an affiliate (the “*Company*”), has an interest or will in the future have an interest in certain transportation and other public infrastructure facilities located in the City.

C. The TDD shall acquire from the Company an interest in all or a portion of certain transportation and other public infrastructure facilities which will be acquired for a TDD Project (as hereinafter defined).

D. The City and the TDD desire to enter into this Agreement in order to: (i) memorialize the agreement of the City, acting in its capacity as local transportation authority (as defined in the TDD Act) regarding development and future maintenance of the TDD Project; and (ii) serve as the contract pursuant to which the TDD shall transfer control and ownership of the TDD Project to the City after the costs thereof have been paid in accordance with Section 238.275.1 of the TDD Act. The City acknowledges that it is entering into this Agreement for the overall benefit of the community and that the commitment to provide public access to the TDD Project does not constitute a specific economic benefit to the City or the TDD.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the TDD and the City hereby agree as follows:

Section 1. Definitions. In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section.

Obligations. Notes, bonds, or other obligations issued by the TDD or any other political subdivision (on behalf of the TDD) to finance the TDD Project.

TDD Project. The Transportation Project described in the Petition for the Creation of a Transportation Development District, filed in the 26th Judicial Circuit, in connection with the Main Station Transportation Development District.

TDD Transfer Document. Any certain lease or license agreement entered into between the Company and the TDD with respect to the TDD Project or a TDD Project Portion, as may be amended from time to time by the parties thereto.

TDD Project Portion. A portion of the TDD Project described in the applicable TDD Transfer Document.

Term. The period commencing on the date of execution of a TDD Transfer Document and, unless otherwise terminated hereunder prior thereto, continuing until the end of the calendar month that includes that date that is the later of: (i) the end of the latest TDD Project Portion's reasonably expected useful life, as determined by an engineer qualified to provide engineering services in the State of Missouri; or (ii) the satisfaction in full or expiration of all Obligations.

Section 2. Access to TDD Project. The TDD shall, and shall cause its agents and contractors to, comply with any and all applicable laws in connection with its operation of the TDD Project. Prior to the Transfer (as hereinafter defined), the TDD shall retain all operational control of the TDD Project. After the Transfer, the City shall have all operational control of the applicable TDD Project Portion, for the remaining Term, subject to any existing encumbrances.

Section 3. Transfer of Ownership and Control. With respect to each TDD Project Portion, the City and the TDD agree to execute an Assignment in form mutually agreeable to the parties one (1) day prior to the anticipated expiration of the Term, by which the TDD transfers to the City its interest in the applicable TDD Project Portion for the remaining Term (each such transfer, a "*Transfer*"). The TDD and the City acknowledge that, upon execution, the transactions contemplated by any Assignment shall constitute the transfer of control and ownership of the applicable TDD Project Portion as required pursuant to Section 238.275 of the TDD Act.

Section 4. TDD Project Operation and Maintenance. Except as otherwise provided in a TDD Transfer Document, prior to any Transfer, the TDD shall perform, or cause to be performed, all obligations connected with or arising out of owning, occupying or using the applicable TDD Project Portion, including without limitation the payment of all expenses required for the operation of such TDD Project Portion, including, without limitation, payment of any real or personal property taxes, assessments, payments in lieu of taxes assessed, any expenses incurred, performance of any cleaning or maintenance services required to maintain such TDD Project Portion in good condition, and provision of any repairs for any damage to such TDD Project Portion (the "*TDD Maintenance*"). Prior to any Transfer, the TDD agrees to operate and maintain the TDD Project in accordance with all applicable laws and regulations. Following the Transfer, the City shall be responsible for the TDD Maintenance.

Section 5. Indemnification and Release. To the extent permitted by law, the TDD agrees to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (i) the acquisition of any applicable TDD Project Portion, including liability under any environmental laws; and (ii) the negligence or willful misconduct of the TDD or its respective employees, agents or independent contractors in connection with the management, and acquisition of any TDD Project Portion. To the extent permitted by law, the City agrees to indemnify, defend, and

hold the TDD and its employees, agents, and independent contractors harmless from and against any and all suits, claims, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the City, its employees, agents, and independent contractors and consultants, or arising from a default by the City of its obligations hereunder. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

Section 6. Miscellaneous.

6.1 Representations and Warranties of the TDD. The TDD hereby represents and warrants to the City that: (i) the TDD is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the TDD pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the TDD; and (iii) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.

6.2 Representations and Warranties of the City. The City hereby represents and warrants to the TDD that: (i) the City is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the City pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the City; and (iii) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.

6.3 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the abolition of the TDD pursuant to Section 238.275 of the TDD Act, and no further action shall be required by any party under this Agreement to effect such termination. In the event that the ordinance authorizing the execution of this Agreement shall become ineffective, then this Agreement shall terminate.

6.4 Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

6.5 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City or the TDD shall be personally liable to the Company in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No member, partner, agent, employee or representative of the Company shall be personally liable to the City or the TDD in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.6 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the TDD and the City with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. It supersedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the TDD and the City.

6.7 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

6.7 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

6.8 Notices. Any notice, demand, or other communication required by this Agreement to be given by any party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

In the case of the TDD: Versailles Main Station Transportation
Development District
11210 Pentland Downs St.
Las Vegas, Nevada 89141
Attention: Jason Hawronsky

With a copy to: Husch Blackwell LLP
8001 Forsyth Blvd, Suite 1500
St. Louis, Missouri 63105
Attention: Jonathan Giokas

In the case of the City: City of Versailles
104 N. Fisher Street
Versailles, Missouri 65084
Attention: Mayor

With a copy to: Joseph Saab
City Attorney
13 Camden Court SW
Camdenton, Missouri 65020

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102
Attention: Jason Terry

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**VERSAILLES MAIN STATION
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____
_____, Chairman

ATTEST:

By: _____
_____, Secretary

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY OF VERSAILLES, MISSOURI

By: _____

Name: _____

Title: _____

Attest:

Title: _____

FW: Versailles Cultural Resource Survey Quote

2 messages

Don Jenkins <djenkins@mecoengineering.com>
To: Jamie Morrow <mayorcityversailles@gmail.com>

Thu, Feb 6, 2025 at 5:07 AM

Well bad news, MoDOT's RER review finally came back with a decision to require a cultural resource survey. In the email below I reached out to Sarah at Missouri State. They have done a few already for us and I haven't had any issues, and they are about half of any other firm that I have been able to get responses from. The next step is to get this supplemental agreement executed and then we would hire the subcontractor to complete the cultural resource survey. I believe at this point the agreement just moves funds from the construction funds. So if the project were to come in under the estimated cost the city has the potential to not increase their cash match. But we must get to that point first! This will take around 2 months to get completed and approved by MoDOT. Then we probably have to submit to SHPO our findings which is another month...

**From:** Reid, Sarah J <SarahReid@MissouriState.edu>**Sent:** Tuesday, February 4, 2025 1:56 PM**To:** Don Jenkins <djenkins@mecoengineering.com>; Ives, Brandon T <BrandonIves@MissouriState.edu>; Cupka Head, Kevin M <KCupkaHead@MissouriState.edu>**Subject:** Re: Versailles Cultural Resource Survey Quote

Don,

Our cost to do this project is \$5,371.45. Fieldwork would take us one day. We should be able to do the fieldwork within 3 weeks of receiving notice to proceed and have the report within 45 days after completion of fieldwork.

Thanks,

Sarah

From: Don Jenkins <djenkins@mecoengineering.com>**Sent:** Tuesday, February 4, 2025 8:11 AM**To:** Reid, Sarah J <SarahReid@MissouriState.edu>; Ives, Brandon T <BrandonIves@MissouriState.edu>; Cupka Head, Kevin M <KCupkaHead@MissouriState.edu>**Subject:** Versailles Cultural Resource Survey Quote

CAUTION: External Sender

Kevin, Brandon, and Sarah,

The City of Versailles is needing a Cultural Resource Survey provided for their MoDOT TAP Trail Project along the Rock Island Railroad Line. The shovel testing has been waived for this project and the details that MoDOT is wanting is in their response to the RER below. Please let me know if you need any additional information to be able to get a quote and timeframe for completing the survey. Thanks again for your help on the last two!

2.3.25- The proposed project would occur within the Rock Island Railroad Line. This property, including "the line and its extant resources," was determined eligible for the National Register of Historic Places in 1993. Since that time, other investigations have documented the line, including a 2015 survey by the Archaeological Research Center of St. Louis. For this project, MoDOT is requesting a current cultural resources survey of the project area. Prior archeological reports along the corridor may be made available to your cultural resources contractor upon request. Because this project would not require any new ROW or easements and is confined to the railroad corridor, the archaeological component of the cultural resource survey may forgo shovel testing. The cultural resources report must address the eligible property, including identifying whether the project would occur within an eligible property boundary and if so, assessing the effects of the proposed project on the eligible property. If the corridor has changed significantly since prior determination/s of eligibility (e.g. removal of track), the report may present an updated eligibility evaluation. The cultural resources survey must also address the area of potential effects (APE) for the built environment. As this project would not require any new ROW or easements, the APE for the built environment is defined as the project footprint. The cultural resources survey should provide photographs, descriptions, and National Register of Historic Places evaluations of any built environment resources (buildings or structures 45 years of age or older) located in the APE for the built environment. This includes culverts and other resources that may be within the ROW. If such resources are located, please include all resources located on the associated parcel in the assessment. Resources less than 45 years old within the APE should be noted but do not need to be assessed. An assessment of effects must be provided for any resource that is listed or recommended as eligible for listing in the National Register of Historic Places.

 1985	DON JENKINS, PE Vice President, Principal Engineer	2025
	2701 Industrial Drive Jefferson City, MO 65109 573-893-5558 mecoengineering.com	
40TH ANNIVERSARY		

This message originated outside Missouri State University. Please use caution when opening attachments, clicking links, or replying.

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

**SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated February 6th, 2025 between the City of Versailles MO and MECO Engineering Co. INC. for a cultural resource survey for the MoDOT project TAP 9901(540) The purpose of this Supplemental Agreement is to complete a cultural resource survey. These additional services shall be in an amount not to exceed five thousand, three hundred and seventy one dollars and forty five cents (\$5,371.45) without further authorization. The total design phase services shall be in an amount not to exceed forty eight thousand four hundred and sixty nine dollars. (\$53,840.45). Attachment A outlines the cost breakdown for this Supplemental Agreement.

Supplement Agreement No. 1 accepted as defined herein:

OWNER: _____ ENGINEER: _____

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

ATTEST:

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Executed by the City of Tipton on the 1st day of April , 2024.



Jamie Morrow <mayorcityversailles@gmail.com>

Resignation

2 messages

Doug Kinde <dkinde@morgancountymo.gov>
To: "mayorcityversailles@gmail.com" <mayorcityversailles@gmail.com>

Wed, Jan 29, 2025 at 1:15 PM

Mayor,

Please be advised that due to my retirement from the Morgan County Prosecuting attorney's office, and some health concerns, that I must also resign from my position as the City of Versailles prosecuting attorney. I am humbled by the support I have received from the City, and will miss the excitement and bonds I have created here. I have contacted members of the Law Office of Joe Saab, specifically his Associate, John Slayton, in the possibility of replacing me, and I wholeheartedly endorse that firm, and John. You, and the City, will be in good hands if you choose this route.

Very Truly Yours,

Douglas Kinde

Prosecuting Attorney
Morgan County, Missouri
211 East Newton, Suite 1
Versailles, MO 65084
Phone: (573) 378-4694
Fax: (573) 378-5984

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Doug Kinde <dkinde@morgancountymo.gov>
To: "mayorcityversailles@gmail.com" <mayorcityversailles@gmail.com>

Fri, Jan 31, 2025 at 12:39 PM

Mayor, I am very sorry, but I failed to include a date. This will be effective 2-28-2025.

Thank you,