

## GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into on this 9 day of November, 2022 (the “Effective Date”) by and between the City of St. Joseph, Missouri, a Missouri municipal corporation (the “City”) and Nicholas James Fuchs (“Grantee”), hereinafter, jointly, the “Parties.”

### RECITALS

WHEREAS, the City has appropriated funds for the Save Our Heritage Grant Program;  
and

WHEREAS, the Grantee has applied for a Save Our Heritage Grant to make improvements to the property located at the following address:

Property Address: 2025 St. Joseph Ave.  
St. Joseph, Missouri 64505

and as such property is legally described (if at all) in Exhibit “A” (hereinafter, the “Property”);  
and

WHEREAS, by this Agreement, the Grantee intends to be bound to complete certain improvements to the Property in exchange for the following:

Save Our Heritage Grant

(hereinafter, the “Grant”)

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

A. Scope of Work. The Grantee or a properly-licensed contractor working under a contract with the Grantee shall complete work described in the attached Exhibit “B” (hereinafter, the “Work”). The Grantee shall ensure that all funds provided by the City pursuant to this Agreement and all funds described herein as matching funds are used solely for the Work and that a reasonable amount of the Work is completed in exchange for such funds. The Grantee shall make a good faith effort to fully complete the Work. Any changes to the Work may be authorized by a change order or other amendment to the Scope of Work, provided the instrument agreeing to the changes is executed by the Grantee and the City.

B. Grantee Duties and Obligations; Construction. The Grantee shall comply with the following duties and obligations:

1. Use of Grant Funds. The Grantee shall use Grant Funds to complete the Work.

2. Matching Funds. The Grantee shall contribute its own funds, or funds provided to it by a third-party other than the City (hereinafter, the “Matching Funds”). The Matching Funds shall be cash or equivalent funds; personal work, uncompensated labor, or in-kind services may, if authorized by the City, be valued as a portion of the Matching Funds at a value of Ten Dollars (\$10.00) per hour of work completed, provided the Grantee maintains documentation of the hours work, the persons who performed work, the nature of the work performed, and the date on which the work was performed. Furthermore, the Grantee shall not accept goods, services, cash or its equivalent, or any other thing of value other than the completion of the Work, from any contractor or other entity receiving any portion of Grant Funds or Matching Funds. Matching Funds shall be at least the following as a percentage of the Grant Funds distributed:

50%

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3. Completion of the Work. The Grantee, personally or through contractors or other third-parties, shall fully complete the Work in a professional workmanlike manner and in accordance with the following: (i) *United States Secretary of the Interior's Standards for Rehabilitation* (available at <http://www.nps.gov/history/hps/tps/tax/rhb/stand/htm>); (ii) all building codes and regulations applicable to construction in the City's corporate limits; and (iii) all applicable and existing state, federal, and local laws, ordinances, regulations and codes. The Grantee shall supervise and direct the Work, using its best skill and attention, and be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. The Grantee shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities, temporary or permanent, and whether or not incorporated or to be incorporated into the Work. The Grantee warrants that all materials and equipment incorporated into the Work will be new unless otherwise specified and approved by the Director of Planning and Community Development and all owners of the Property, and that all Work will be of good and workmanlike quality. The Grantee shall pay all sales, consumer, use, and similar taxes resulting from the Work or from the procurement of materials to complete the Work. The Grantee shall keep the Property free from accumulation of waste material or rubbish caused during, or as a result of, the Work. Upon completion of the Work, and prior to final inspection, the Grantee shall remove all of the waste materials and rubbish from the Property as well as tools, construction equipment, machinery and surplus materials.

4. Contractors and Subcontractors. Simultaneous with the execution of this Agreement, the Grantee shall furnish the City a list of all contractors and subcontractors hired to complete the Work, including each contractor's and subcontractor's business address and phone number. The Grantee shall promptly notify the City of any change in the contractors or subcontractors hired to complete the Work. The City may, at its sole discretion, reject any contractor or subcontractor from completing the Work.

5. Contractor Requirements. The Grantee shall ensure that all contractors and subcontractors hired to complete the Work comply with the following requirements:

a. Licenses and Insurance. Contractors and subcontractors performing the Work shall be licensed by the City and maintain insurance required by the City and shall be neither disbarred or disqualified from performing construction work by the City.

b. Worker's Compensation. Contractors and subcontractors performing the Work shall provide worker's compensation insurance for all employees, as required by state law.

c. Motor Vehicle Insurance. Contractors and subcontractors performing the Work shall require its employees and/or agents to maintain motor vehicle insurance pursuant to minimum state requirements for operation of motor vehicles under their direction and control while performing the Work.

6. Deviations in the Work. The Grantee shall perform the Work in the manner set forth herein; deviations from such manner must be approved, in writing, by the City's Director of Planning and Community Development in order for the Work to be eligible for payment of the Grant Funds. The City may, in its sole discretion, authorize deviations in the Work which are necessary to accomplish the Scope of Work, to accomplish a substantially similar result as that anticipated in the Scope of Work, to accommodate an unknown condition or event, or to accommodate an unanticipated emergency.

7. Required Permits. Prior to beginning the Work, the Grantee shall obtain required building permits, demolition permits, certificates of appropriateness required by Chapter 31 of the City of St. Joseph's Code of Ordinances, and necessary street closure permits.

8. Authorization to Complete the Work. The Grantee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of a contract, the Grantee shall require contractors and subcontractors to affirm, by sworn affidavit and provision of documentation, each's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Grantee and each of its contractors and subcontractors shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. The Grantee further agrees to abide by any and all rules

promulgated by the Attorney General that are designed to implement R.S.Mo. Sections 285.525 – 285.550.

9. Initiation of Work. The Grantee shall initiate the Work within forty-five (45) days from the date this Agreement, unless granted an extension, in writing, by the Director of Planning and Community Development.

10. Substantial Completion of the Work. The Grantee shall substantially complete the Work within Three Hundred and Sixty-five (365) days from date this Agreement. An extension to substantially complete the Work may be granted, in the City's sole discretion, with the written consent of the City's Director of Planning and Community Development. Failure to complete the Work within the time provided herein, or any extension thereof, constitutes a material breach of this Agreement. Should substantial completion of the Work be delayed by any damage caused by fire for which the Grantee is not responsible or by acts of nature, the time herein fixed for substantial completion of the Work shall be extended for a period equivalent to the time lost by reason of the causes aforesaid, which extended period shall be made, determined and fixed by the City. Any claims for such delays must be submitted in writing to the City within forty-eight (48) hours of the occurrence of such delay.

11. Records. The Grantee agrees to maintain detailed records, invoices, and receipts on the building construction activity, including materials and labor, to document the expenditure of Grant Funds and Matching Funds. The Grantee shall make all records required to be maintained pursuant to this paragraph available to the City during completion of the Work and until the obligations of this Agreement are fully satisfied and shall allow the City to conduct routine monitoring and review of internal control and actual expenditures related to the Work.

12. Payment of Taxes. The Grantee shall ensure that all property taxes owed by it, regular and special, not otherwise abated or eliminated by government authority, are paid up-to-date and must remain current throughout the term of this Agreement. This provision shall apply to taxes owed on the Property and on other property owned or otherwise controlled by the Grantee.

13. Continued Ownership and Maintenance. The Grantee shall maintain the Property in compliance with all building and property maintenance codes for a period of two (2) years following completion of the Work. Failure to maintain the Property in accordance with said requirement, or transfer of the Property within the two (2) years following completion of the Work will be deemed a material breach of this Agreement unless, upon transfer of the Property, the transferee agrees, in writing, on a form approved by the City, to (i) maintain the Property as required by this paragraph and (ii) issue payment to the City in the amount of the Grant Funds issued pursuant to this Agreement.

C. Grant of Lien. To the extent allowed by law, upon the City's payment of the Grant Funds to the Grantee, the Grantee hereby grants a lien against the Property to the City in the amount of the Grant Funds that have been paid by the City to the Grantee. The Grantee agrees that

no further notice of a lien to the Grantee is required.

D. Promissory Note. Upon the City's payment of the Grant Funds to the Grantee, the Grantee agrees and promises to pay to the City, as a promissory note, the principal sum in the amount of the Grant Funds paid by the City to the Grantee pursuant to the terms stated herein, until this obligation is discharged by the City (hereinafter, the "Promissory Note"). The Grantee agrees that it will be solely liable for all amounts due under the Promissory Note. The Grantee agrees to repay all amounts owed under this Promissory Note on demand by the City. Failure to make any payment on or before the date on which it is due shall constitute a breach of this promise to pay and shall entitle the City to immediate collection of all amounts owed under this Promissory Note. The Promissory Note shall be a personal debt of the Grantee and, upon demand by the City, will accrue interest at the rate of eight percent (8%) per month on the total amount of Grant Funds paid to the Grantee. Should the City be required to take legal action on the Promissory Note, reasonable attorney fees of twenty-five percent (25%) of the Grant Funds paid to grantee shall be deemed reasonable. The City may only demand payment on the Promissory Note upon a breach of this Agreement by the Grantee. All obligations to pay the Promissory Note shall cease upon written release by the City's Director of Planning and Community Development, or upon the Grantee's satisfaction of all terms of this Agreement.

E. Grant Funding. The City shall make available to Grantee funds in the amount set forth below (hereinafter, the "Grant Funds"), provided the Grantee complies with all requirements of this Agreement, including, but not limited to obligations to expend matching funds and to perform the Work.

Amount of Grant Funds available: Four thousand, nine hundred, and twenty five dollars (\$4,925.00)

All obligations imposed on the City by this Agreement shall terminate upon final payment of all amounts owed pursuant to this Agreement.

1. Grantee Compliance. As a condition precedent to the City's obligation to pay any or all Grant Funds described herein, the Grantee shall timely perform the Work and comply with all other duties and obligations related to the Work and stated herein as required to obtain the Grant Funds.

2. Installment Payments. The City shall issue payment for the Grant Funds in installments as the Work is completed, accepted, and approved by the City.

3. Expiration. The Grantee shall make all requests for Grant Funds within thirty (30) days following the last date on which this Agreement requires the Work to be substantially complete.

F. Issuance of Payments.

1. Requests for Payment. The Grantee shall submit all requests for payment after Work, or portions thereof, is completed. All requests shall include invoices from

contractors and suppliers and proof that such invoices have been paid the by the Grantee and shall be sent to the City's Historic Preservation Office at 1100 Frederick Avenue, Room 107, St. Joseph, Missouri 64501.

2. Payment Evaluation Inspections. Prior to the payment of any Grant Funds, the City may inspect for completion of the Work and withhold payment for Work that is incomplete or not satisfactorily completed. The City may, in its sole discretion, release a partial payment of any request for payment submitted by the Grantee, if portions of the Work for which payment is requested are satisfactorily completed. Notwithstanding the forgoing, no payment of a portion of any request shall constitute an acceptance of unsatisfactory Work. Inspections conducted pursuant to authority granted in this paragraph shall be deemed limited to confirm the appropriateness of payment of Grant Funds and shall not be deemed to be inspections for the issuance of any license, permit, or certificate. The Grantee shall not hold the City liable or otherwise responsible for any condition that is, or could have been, identified during an inspection. The City does hereby disclaim all warranties, expressed or implied, that may arise as a result of any inspections contemplated pursuant to this agreement.

3. Mechanics' Lien Requirements.

a. Lien Releases. As a condition precedent to payment of Grant Funds, the Grantee shall require all third-party contractors, subcontractors, and suppliers performing the Work to execute a Waiver of Mechanics' Lien, or substantially similar release of liens, for work or supplies provided by such contractors, subcontractors, or suppliers. The Grantee shall provide a copy of such waivers and an Affidavit of Payment with its request for payment. All such waivers and affidavits required by this paragraph shall be executed on forms provided by the City. In the event the Grantee requests Grant Funds for partially-completed work, Grantee shall obtain a Waiver of Mechanics' Lien, or substantially similar releases of liens for the portion of the work completed by the contractor or subcontractors and the portion of supplies provided by suppliers.

b. Payment of Liens. In the event a mechanics' lien or other lien associated with the Work is filed against the Property, the City may withhold payment of Grant Funds that would otherwise be due to the Grantee in an amount necessary to satisfy the debt that provides the basis for such liens. At the City's option, it may pay any contractor, subcontractor, or supplier portions of the Grant Funds which are necessary to discharge a lien; such payments will constitute a payment of the Grant Funds to the Grantee.

c. Indemnification. In the event he City suffers any loss as a result of a mechanics lien or other lien associated with the Work, the City may withhold the payment of Grant Funds to satisfy such liens. If all Grant Funds have been disbursed, the Grantee shall indemnify the City for all funds paid by the City to discharge the liens, including costs associated with such discharge.

4. Payment of Grant Funds. In order to receive Grant Funds, the Grantee shall, in the sole discretion of the City, have fully complied with the requirements of this Agreement. Upon determining that the Grantee is eligible to receive the Grant Funds, the City shall issue payment of Grant Funds within forty-five (45) days of receipt of a request for payment from Grantee. The City shall pay the proportion of costs and expenses paid by the Grantee that is equivalent to the proportion of Grant Funds to Matching Funds required by this Agreement. The City may withhold from all such payments retainage in the amount of five percent (5%) of any amounts paid, except the final payment. All retainage will be released and paid to the Grantee when the Work is finally completed, inspected, and approved by the City.

G. Property Access. In addition to other inspection rights granted by the Grantee herein, the Grantee grants the City access to the Property during the completion of the Work and for forty-five (45) days thereafter to inspect the Work and ensure compliance with this Agreement. Such inspections may occur at any reasonable time. The Grantee shall provide sufficient, safe, and proper facilities and Property access at all times for the inspection of the work by the City, its officers, employees, and agents.

H. Miscellaneous Provisions.

1. Release and Hold Harmless. The Grantee shall hold the City, together with its officers, employees, and agents, harmless and shall indemnify the City and its officers, employees, and agents for all injuries, damages, or claims, including any attorneys' fees, arising by virtue of the Work or any activities reasonably described in this Agreement or reasonably contemplatable and related to activities described in this Agreement. The Grantee covenants and agrees to hold harmless and defend City, its officers, agents, employees, contractors, and subcontractors from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the Work or any activities reasonably described in this Agreement or reasonably contemplatable and related to activities described in this Agreement.

2. Non-Discrimination. The parties shall not discriminate against anyone in connection with the Work for any reason directly or indirectly related to age, political affiliation, race, creed, color, religion, sex, national origin, ancestry, marital status, or disability.

3. Binding Agreement. This Agreement is binding upon the parties, their successors, assigns, heirs, executors, and administrators.

4. Indemnification. The Grantee shall indemnify and hold harmless the City and its employees against claims, damages, losses, and expenses, direct, indirect, or consequential, including, but not limited to, attorneys' fees or other professional fees and expenses, arising out of or resulting from construction or maintenance of the Work and activities related thereto. The above-said right of indemnity shall be in addition to other rights of indemnity that the City may possess.

5. Applicable Law and Jurisdiction. The rights and remedies of the City and the Grantee shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement. In the event of any dispute or controversy between the parties, each party agrees that the Circuit Court of Buchanan County, Missouri, shall have exclusive jurisdiction to determine all issues between them.

6. Severance. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

7. Additional Terms. The parties shall comply with all additional terms (if any) set forth in Exhibit "C" to this Agreement. Terms stated in Exhibit "C" which cannot be reasonably interpreted as being consistent with a term stated in the body of this Agreement shall supersede the standard term stated in the body of this Agreement.

8. Termination Without Cause. The City may terminate this Agreement by providing notice to the Grantee. In the event the Work has been previously initiated at the time the Agreement is terminated, the City's liability shall be limited to maximum amount of (i.) the value of the completed portion of the Work or (ii.) the amount owed by the Grantee to the contractors and suppliers for the portion of the Work completed prior to termination.

9. Notice. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the addresses below or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the following:

*If to the Grantee:* Nicholas James Fuchs  
3404 West 75<sup>th</sup> Street  
Prairie Village, KS 66208

*If to the City:* City of St. Joseph  
Attn: Historic Preservation  
1100 Frederick Avenue, Room 107  
St. Joseph, Missouri 64501

10. Entire Agreement. The parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement contains the entire agreement between the parties hereto and the terms of this Agreement are contractual and not a mere recital. All exhibit references as "Exhibits" in this Agreement and in the recitals to this Agreement shall be deemed incorporated herein by reference.

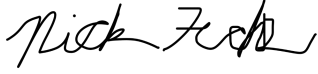


*[Remainder of page intentionally left blank]*

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

[NICHOLAS JAMES FUCHS]  
("GRANTEE")

CITY OF ST. JOSEPH, MISSOURI  
("CITY")



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By: \_\_\_\_\_  
Bryan Carter, City Manager

ATTEST:

\_\_\_\_\_  
Paula Heyde, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

EXHIBIT "A"  
PROPERTY LEGAL DESCRIPTION

LOTS TEN (10) AND ELEVEN (11), IN BLOCK FORTY-EIGHT (48), IN ST. JOSEPH  
EXTENSION ADDITION, AN ADDITION TO THE CITY OF ST. JOSEPH, BUCHANAN  
COUNTY, MISSOURI

EXHIBIT "B"  
SCOPE OF WORK

Tuck-point and repair exterior brick masonry on the structure at 2025 St. Joseph Ave.

EXHIBIT "C"  
ADDITIONAL TERMS