JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 7, 2021
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Thad Beeler, Executive Director Of National Disaster Photo Rescue Would Like To Present A Digital Print Of Lost Photos Of Joplin To Commemorate The 10th Anniversary Of The Joplin Tornado.
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Response Plan Update

      Documents:

      RESPONSE PLAN.PHASE 4.PDF
   2. News From The Public Information Office
6. **Citizen Requests And Petitions**
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF
   2. COUNCIL BILL NO. 2021-269
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 (Heavy Industrial) and including in District R-1 (Single Family Residential) property as described below and located 720 S. Minnesota Ave., City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2021-269 MINUTES.PDF
      CB 2021-269 STAFF REPORT.PDF
      CB 2021-269 SUMMARY.PDF
      CB 2021-269.PDF
   3. COUNCIL BILL NO. 2021-270
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District C-1 (Neighborhood Commercial) property as described below and located 1827 S Wall Ave, City of Joplin, Jasper County, Missouri.

      Documents:

      CB 2021-270 MINUTES.PDF
      CB 2021-270 STAFF REPORT.PDF
      CB 2021-270 SUMMARY.PDF
      CB 2021-270.PDF

4. COUNCIL BILL NO. 2021-271
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-3 (Apartment House) and District C-3 (Commercial) property as described below and located 3320 & 3330 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB 2021-271 MINUTES.PDF
CB 2021-271 SUMMARY.PDF
CB 2021-271 STAFF REPORT.PDF
CB 2021-271.PDF

8. **Consent Agenda**

1. Minutes Of The May 17, 2021 City Council Meeting

Documents:

CC DAFT MINS.MAY 17.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-005

AN ORDINANCE authorizing the City of Joplin to release its interest in real estate owned by New EaglePicher Technologies, LLC for property generally located in Lot Numbered 4 of the Joplin Industrial Park, more specifically described on Exhibit A, authorizing the City Manager to execute a quit claim deed by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2021-005.PDF

2. COUNCIL BILL NO. 2021-137
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Right-A-Way Sewer Service with annual budgeted amounts of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) for the 2021 Emergency Repairs and On-Call Sewer Contractor project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2021-137 SUMMARY SHEET .PDF
CB 2021-137 AGREEMENT WITH RIGHT A WAY SEWER.PDF
BID TABULATION 2021 EM. ON CALL REPAIRS.PDF
CB2021-137.ORDINANCE.PDF

3. COUNCIL BILL NO. 2021-516
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

Documents:

CB 2021-516 SUMMARY BUDGET AMENDMENT.PDF
CB 2021-516 BUDGET AMENDMENT ORDINANCE.PDF
CB 2021-516 SCHEDULE A BUDGET AMENDMENT.PDF

4. COUNCIL BILL NO. 2021-517
AN ORDINANCE authorizing the issuance of $24,121,328.53 Principal Amount of Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021 of the City of Joplin, Missouri; Prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and Prescribing other related matters; and containing an emergency clause.

Documents:

CB 2021-517 SUMMARY REFINANCE SEWER BONDS.PDF
CB 2021-517 REFINANCE SEWER BONDS ORDINANCE.PDF
TRANSCRIPT OF PROCEEDINGS.PDF
ESCROW AGREEMENT.PDF
PURCHASE AGREEMENT.PDF

5. COUNCIL BILL NO. 2021-604

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with PB Hoidale Company, Inc., in the amount of One Hundred Ninety Seven Thousand Four Hundred Eighty Eight and 71/100 Dollars ($197,488.71) for construction services and installation of an automated diesel fuel system with Diesel Exhaust Fluid dispenser on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2021-604 SUMMARY SHEET.PDF
JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2021.PDF
CB2021-604 BID SUMMARY.PDF
CB2021-604 ORDINANCE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-004
AN ORDINANCE authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements by and on behalf of the City of Joplin.

Documents:

CB2021-004 WITH ATTACHMENTS-06022021132640.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2020-537
AN ORDINANCE approving Redevelopment Project 1C of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2020-537 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 1C OF 32ND STREET PLACE TIF.PDF
CB 2020-537 ORDINANCE APPROVING REDEVELOPMENT PROJECT 1C.PDF
MAP OF PROJECT AREAS 32ND STREET PLACE TIF.PDF

13. Unfinished Business

14. New Business

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities. Ad Omnia Parata
Together we are ready for anything!
-City of Joplin Vision Statement

City of Joplin Plan for Response and Recovery

The City of Joplin Plan for Response and Recovery was drafted to provide a guide for how the city could respond to the emerging COVID-19 pandemic. The plan stepped through the phases on how to slow the initial spread of the disease, and then on how to gradually reopen activities in the community after a vaccine was readily available. At this time, the Response and Recovery Plan is considered complete for the purposes of dealing with the pandemic during the period vaccine was not available.

The Recovery and Response Plan refers to Phase 4 as a time to prepare for the next pandemic. The COVID-19 pandemic has exposed gaps in our local pandemic preparedness. COVID-19 will likely not be the last public-health emergency to threaten the Joplin area. Time must be taken to identify shortcomings in responding to this pandemic and prepare the Joplin community for future events. To meet this need the following recommendations are made as we move beyond the Response and Recovery Plan.

1. Ongoing Surveillance and Response

The Joplin Health Department will continue to utilize public health best practices in responding to communicable diseases. These include:

- Conduct ongoing surveillance of COVID-19 and other diseases within the Joplin community. Data will be monitored utilizing local, state, and federal sources. Findings will be reported to Joplin City Council for consideration if levels warrant concern.
- Maintain a state of readiness through developing and training staff in up to date communicable disease response practices
- Acquire and administer vaccines/prophylaxis as needed in the Joplin community

2. Continue Working with Area Stakeholders

In conjunction with the Jasper Newton County Emergency Healthcare Coalition, the Joplin Health Department will review the local COVID-19 response to evaluate which methods were effective and which needed further improvement. Areas to be addressed include the following:

- Findings will be compiled into an after-action report (AAR) and be made available to area partners for consideration for future events and planning.
- The Joplin Health Department's Emergency Operation Plan will be updated to reflect the findings of the AAR.
- New and existing MOUs will be developed and/or revised to enhance preparedness for future events, including facilities to be utilized to administer vaccinations/prophylaxis.
- The Joplin Health Department will work with the Jasper/Newton County Emergency Healthcare Coalition to ensure adequate supplies (PPE, testing, medical supplies, etc.) are available for future event. Additional stakeholders will continually be identified and recruited to the Coalition.

3. Seek Funding Opportunities to Expand Public Health Capacities

The Joplin Health Department will monitor for funding sources available to expand/enhance operational capabilities.

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5-minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CB 2021-269

Case 024-21: 720 S. Minnesota Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District R-1 (Single-family Residential) for future residential development – Ralph Green

Ralph Green, 720 S. Minnesota Ave., Joplin, MO. Four generations of my family have lived on this property. We are wanting to build a new home for my family to live in. We are unable to continue in the existing house as it is falling apart.

Mr. Eastman asked if the current home will be demolished?

Mr. Green replied, yes when the new home is built.

Ms. Phillips asked if they could develop in the flood plain?

Mr. Stanton stated that yes, they can. The portion of their property that is within the flood plain is very small, and located in the corner, the northwest corner. That portion is actually within the required setback, so no new home could be built in the flood plain.

Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 024-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR)

Z&P Meeting: May 10, 2021
City Council Meeting: June 7, 2021

STAFF PLANNING REPORT
Rezoning

CASE 024-21 A request to remove from District M-2 (Heavy Industrial) and include in District R-1 (Single-family Residential) for future residential development

LOCATION 720 S. Minnesota Ave.

APPLICANT Ralph Green

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Single-family Residential	Approx. 0.7 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Nursery	Vacant	Auto Repair	Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Minnesota Ave.	Local	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

Approximately 1,500 sqft. of the Northwest corner of this property is in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does indicate future retail commercial for this property; however, this is an area in transition. Many areas around downtown, and particularly around or near rail lines retain industrial or commercial zoning long after the industry and commercial businesses have relocated.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of M-2 is somewhat suitable. This property is generally too small to accommodate most uses permitted within the M-2 zoning district.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1 will not be detrimental to nearby property. All abutting, and most nearby property is in the M-2 zoning district, which allows for many more uses that are more intense than single-family residential.

DISCUSSION

The applicant is requesting a rezoning from M-2 to R-1 which would coincide with the existing use of the property. This is an area in transition, as evidenced by the recently approved rezoning one block south to R-2 for single-family residential uses. This does meet the intent of the comprehensive plan, particularly in addressing infill development, as there is adequate space for future residential development should the current owner or a future owner decide to build an additional dwelling.

Staff recommends approval of Case 024-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 024-21
Filing Fee: ~~$500.00~~ 550.00
Date Advertised: ~~$~~ 4-25-21
Date Notices Sent: 4-26-21
P&Z Date: 5-10-21
City Council Date: 6-7-21

APPLICANT: Ralph Green PHONE: 612-447-7851
ADDRESS: 720 S. Minnesota Ave ZIP: 64801
EMAIL: Sunshineboy1976@Live.Com
OWNER: Ralph Green PHONE: 417-623-7455
ADDRESS: 720 S. Minnesota Ave ZIP: 64801
EMAIL: None
LOCATION OF PROPERTY: 720 S. Minnesota Ave Joplin MO 64801
LEGAL DESCRIPTION:

Present Zoning Commercial M-2 Requested Zoning: R-1 Acreage:
Present Use of Property: Residential
Proposed Use of Property: Residential

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Don't Know. New buyers haven't done anything	comercial
South	Small business	commercial
East	Empty lots	Commercial
West	Same as North, same owner	Commercial

CHARACTER OF THE NEIGHBORHOOD: Mix

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: We have lived here for over 100 yrs as a residential

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?
2. Consistent with Future Land Use Map?

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Minnesota Ave
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   Electricity?_____
   Gas?_____
   Sewers?_____
   Water?_____
5. Additional Comments:_____
   _____
   _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

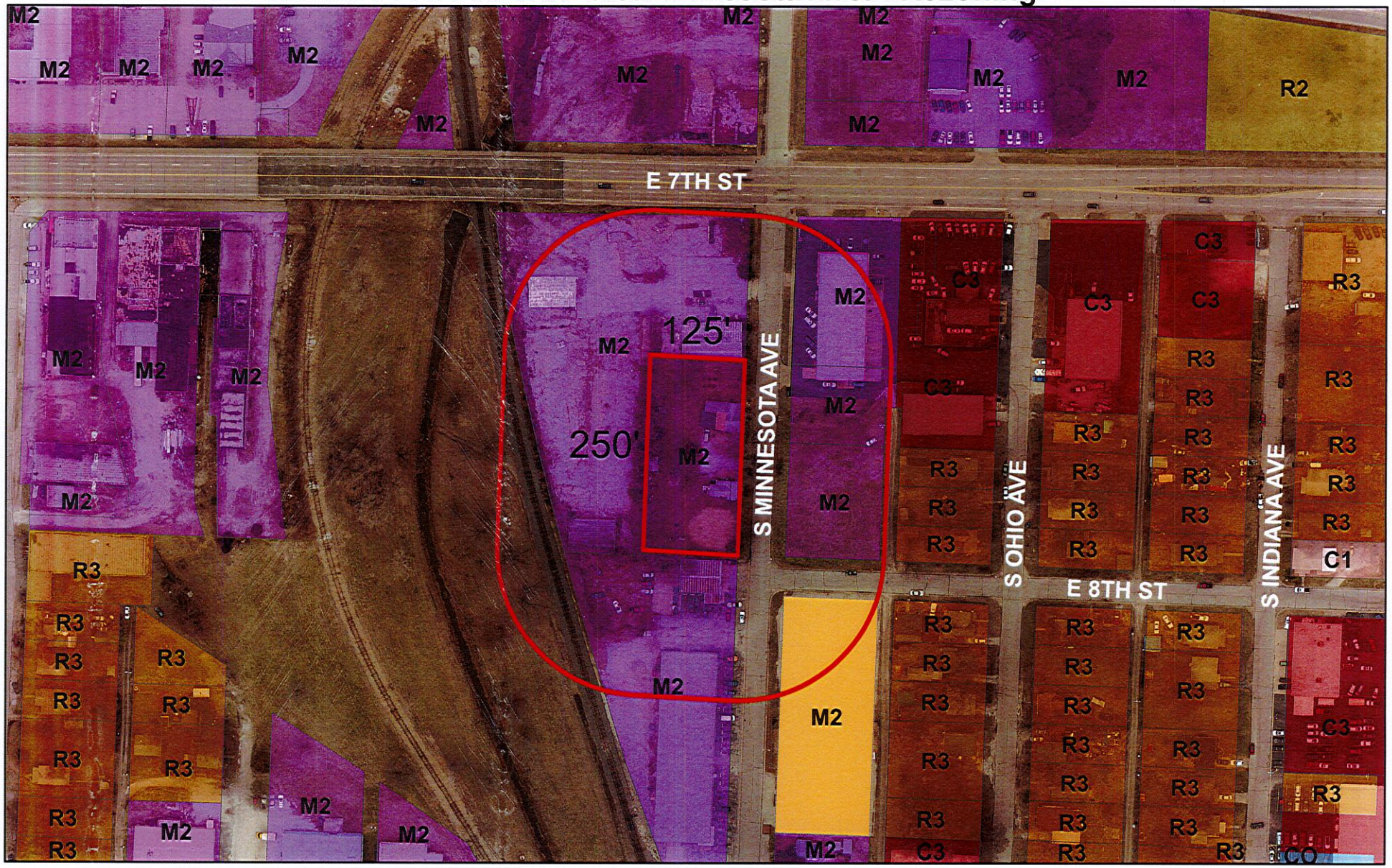
_____
_____
_____

SIGNATURE: _____ DATE: 3-17/21

BY: _____

TITLE: _____

Case 024-21: 720 S. Minnesota Ave. - Rezoning



Case 024-21: 720 S. Minnesota Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District R-1 (Single-family Residential) for future residential development – Ralph Green

0 87.5 175 350 525 700 Feet

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-269-Rezone to District R-1

MEETING DATE:
June 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager Nicholas Edwards.

SUMMARY REQUEST:
Case 024-21: 720 S. Minnesota Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District R-1 (Single-family Residential) for future residential development – Ralph Green

BACKGROUND:
The change in zoning to R-1 will not be detrimental to nearby property. All abutting, and most nearby property is in the M-2 zoning district, which allows for many more uses that are more intense than single-family residential.

The applicant is requesting a rezoning from M-2 to R-1 which would coincide with the existing use of the property. This is an area in transition, as evidenced by the recently approved rezoning one block south to R-2 for single-family residential uses.

PLANNING & ZONING COMMISSION TESTIMONY:
Ralph Green, 720 S. Minnesota Ave., Joplin, MO. Four generations of my family have lived on this property. We are wanting to build a new home for my family to live in. We are unable to continue in the existing house as it is falling apart.

Mr. Eastman asked if the current home will be demolished?

Mr. Green replied, yes when the new home is built.

Ms. Phillips asked if they could develop in the flood plain?

Mr. Stanton stated that yes, they can. The portion of their property that is within the flood plain is very small, and located in the corner, the northwest corner. That portion is actually within the required setback, so no new home could be built in the flood plain.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 024-21.
Planning & Zoning Commission recommends approval for Case 024-21 (6 Favor, 0 Nays)

ATTACHMENTS
CB 2021-269, Staff Planning Report, P&Z Commission Minutes

P & Z Case 024-21
Ralph Green
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-269 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 (Heavy Industrial) and including in District R-1 (Single Family Residential) property as described below and located 720 S. Minnesota Ave., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-1:

All of Parcels Numbered Two Hundred Twenty-two (222) and Two Hundred Twenty-three (223) of Miscellaneous Tract Numbered Forty-six (46) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof and, all that part of Parcel Numbered Four hundred (400) of Miscellaneous Tract Numbered Forty-six (46) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, described as follows: Beginning at the Northeast Corner of Parcel 400 of Miscellaneous Tract 46, thence South 150 feet, thence West 120 feet, thence North 150 feet, thence East 120 feet to the point of beginning and, all that part of Parcel Four Hundred (400) of Miscellaneous Tract 46 in Section 11, Township 27, Range 33, in Joplin, Jasper County, Missouri, described as follows: Beginning at a point 50 feet south of the Northeast corner of said Parcel 400, thence West 120 feet, thence South 150 feet, thence East 120 feet, thence North 150 feet to the point of beginning.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-270

Case 025-21: 1827 S. Wall Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for future mixed-use development – Seth Dermott & Andrew Solomon

Mr. Keegan Stanton, 602 S Main St., Joplin, MO., this request to rezone to commercial does not meet our minimum lot size requirement of 10,000 square feet for commercial zoning. We therefore recommend denial of this case.

Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in opposition to this case?

Dusty Ray, 1828 S. Wall Ave., Joplin, MO. Not against the case so much as I wanted to hear what this was about. We would just be opposed to a use with a liquor license or heavy commercial.

MR. KIMBLE MOVED, SECONDED BY MS. PHILLIPS THAT CASE 025-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR DENIAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR)

Z&P Meeting: May 10, 2021
City Council Meeting: June 7, 2021

STAFF PLANNING REPORT
Rezoning

CASE 025-21 A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for future residential development

LOCATION 1827 S. Wall Ave.

APPLICANT Seth Dermott & Andrew Solomon

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Former Firehouse/Lion's Club	Approx. 0.15 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-3	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Vacant/Auto Repair	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Wall Ave.	Collector	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does indicate future low-density residential; however, the intent of the C-1 district is to permit uses which serve a neighborhood and its immediate environs. It is not unusual to see C-1 zoning within residential neighborhoods.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

R-1 zoning is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change to C-1 will not detrimentally affect nearby property. C-1 uses are intended to serve the neighborhood. They do not generate traffic, nuisances, or other detrimental effects to the same degree as those generated by uses in C-3. Buffers will be required if the owner alters or fully redevelops the site.

DISCUSSION

The applicant is requesting a rezoning from R-1 to C-1. The C-1 zoning district is intended to allow uses which service the area and nearby neighborhood. This zoning is not inappropriate in this area, given the frontage along a collector street, as well as nearby legal non-conforming commercial uses, zoning districts, and higher density residential zones and districts. Buffers will be required if the owner intends on altering the site.

However, due to the lot being below the minimum lot area requirement for the C-1 Zoning District of 10,000 sqft., staff cannot recommend approval.

Staff recommends denial of Case 025-21.

ATTACHMENTS

- Application
- Map

RECEIVED
4-1-21

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 025-21
Filing Fee: $550.00
Date Advertised: 4-25-21
Date Notices Sent 4-26-21
Public Hearing Date: 5-10-21

APPLICANT: SETH DERMOTT & ANDREW SOLOMON PHONE: 417-437-4261
ADDRESS: 424 N SERGEANT AVE JOPLIN MO ZIP: 64801

OWNER: SETH DERMOTT & ANDREW SOLOMON PHONE: 417-437-4261
ADDRESS: 424 N SERGEANT AVE JOPLIN, MO ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 1827 S WALL, JOPLIN, MO 64804

Present Zoning EXEMPT Requested Zoning: COMMERCIAL Acreage: .1435
Present Use of Property: LIONS DEN / VACANT NOW

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	SINGLE FAMILY	R1
South	VACANT LOT	R1
East	SINGLE FAMILY	R1
West	SINGLE FAMILY	R1

Character of the Neighborhood: MOSTLY SINGLE FAMILY - COMMERCIAL PROPERTY TO THE EAST & SOUTH, CHURCH TO THE WEST & APARTMENTS TO THE NORTH.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: THERE IS AN APARTMENT ON THE SECOND FLOOR. WE WOULD LIKE TO USE THE FIRST FLOOR AS POTENTIAL COMMERCIAL SPACE.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES
2. Consistent with Future Land Use Map? YES

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: WALL AVE
2. Classification of Street(s):
   Arterial _____ Collector WALL AVE Local 19TH ST
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? NO
2. Properly Sized Street Right-of-Way? NO
3. Drainage Easements? NO
4. Utility Easements:
   - Electricity? NO
   - Gas? NO
   - Sewers? NO
   - Water? NO
5. Additional Comments: NONE

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:
A GREAT OLD FIRE STATION THAT WOULD BE GREAT TO USE AS A COFFEE SHOP, DELI OR WOOD FIRE PIZZA. WE WANT TO REJUVENATE THE AREA.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

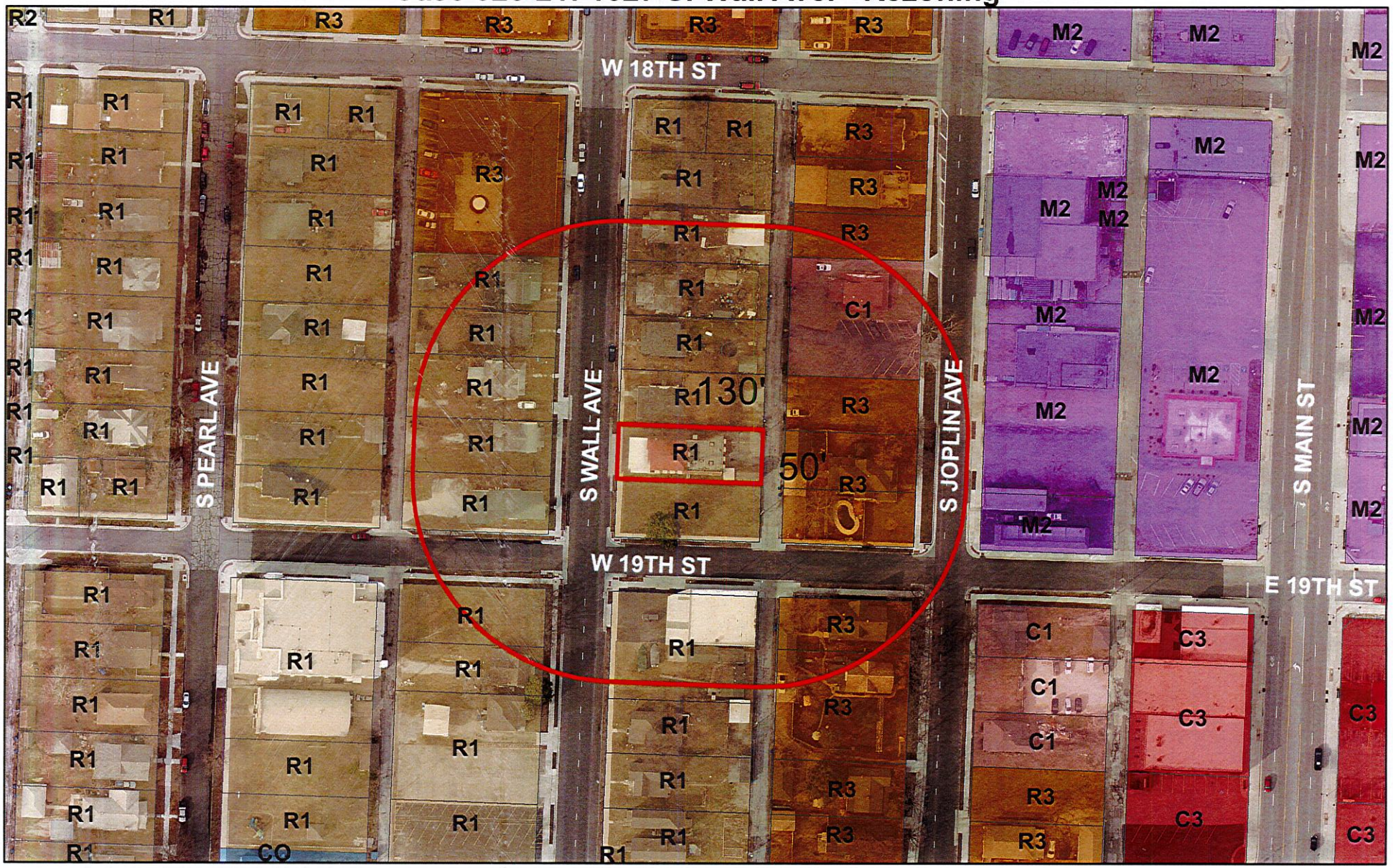
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 4/1/21

EMAIL: SCHERMAH@AOL.COM

TITLE: _____

Case 025-21: 1827 S. Wall Ave. - Rezoning



Case 025-21: 1827 S. Wall Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for future mixed-use development – Seth Dermott & Andrew Solomon

0 62.5 125 250 375 500 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-270-Rezone to District C-1

MEETING DATE:
June 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager Nicholas Edwards.

SUMMARY REQUEST:
Case 025-21: 1827 S. Wall Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-1 (Neighborhood Commercial) for future mixed-use development – Seth Dermott & Andrew Solomon

BACKGROUND:
The change to C-1 will not detrimentally affect nearby property. C-1 uses are intended to serve the neighborhood. They do not generate traffic, nuisances, or other detrimental effects to the same degree as those generated by uses in C-3. Buffers will be required if the owner alters or fully redevelops the site.

The C-1 zoning district is intended to allow uses which service the area and nearby neighborhood. This zoning is not inappropriate in this area, given the frontage along a collector street, as well as nearby legal non-conforming commercial uses, zoning districts, and higher density residential zones and districts.

However, due to the lot being below the minimum lot area requirement for the C-1 Zoning District of 10,000 sqft., staff cannot recommend approval.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Keegan Stanton, 602 S Main St., Joplin, MO., this request to rezone to commercial does not meet our minimum lot size requirement of 10,000 square feet for commercial zoning. We therefore recommend denial of this case.

PUBLIC COMMENT:
Dusty Ray, 1828 S. Wall Ave., Joplin, MO. Not against the case so much as I wanted to hear what this was about. We would just be opposed to a use with a liquor license or heavy commercial.

FUNDING SOURCE:
These payments are included in the FY 2020-21budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends denial for Case 025-21.
Planning & Zoning Commission recommends denial for Case 025-21 (6 Favor, 0 Nays)

ATTACHMENTS

CB 2021-270, Staff Planning Report, P&Z Commission Minutes

P & Z Case 025-21
Seth Dermott & Andrew Solomon
(P & Z Recommended Denial)

COUNCIL BILL NO. 2021-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District C-1 (Neighborhood Commercial) property as described below and located 1827 S Wall Ave, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-1:

All of Lot Numbered One Hundred Seven (107) in Mitchell's First Addition to the City of Joplin, Jasper County, Missouri.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CB 2021-271

Case 026-21: 3320 & 3330 N. Rangeline Rd. – A request to remove from District R-1 (Single-family Residential) and include in Districts R-3 (Apartment House) and C-3 (Commercial) for future residential and commercial development – Schuber Mitchell Homes.

Dan Mitchell, 3331 N. Rangeline Rd., Joplin, MO. We are requesting that this property be rezoned where the East half would be C-3, and the West half be R-3. We are requesting the R-3 zoning as a buffer between the commercial zoning and the residential zoning to the West of the property.

Mr. Kimble asked if there was historical significance to the existing house?

Mr. Mitchell replied that there is significance, and he does have the salvage rights. I don't know what to do with the house, we may move it to the rear of the property. It may have to come down, but we will preserve it as best we can.

Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE THAT CASE 026-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-271-Rezone to District C-3

MEETING DATE:
June 7, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager Nicholas Edwards.

SUMMARY REQUEST:
Case 026-21: 3320 & 3330 N. Rangeline Rd. – A request to remove from District R-1 (Single-family Residential) and include in Districts R-3 (Apartment House) and C-3 (Commercial) for future residential and commercial development – Schuber Mitchell Homes.

BACKGROUND:
The change in zoning to R-3 on the West half will not be detrimental to nearby property. There is existing R-3-PD zoning in the area, and the change to R-3 would provide a residential buffer between the commercial uses in C-3 with the R-1 neighborhoods to the West. There is a buffer requirement between the R-3 zone and the R-1 zone.

The applicant is requesting a rezoning from R-1 to C-3 on the western portion of the property, and from R-1 to R-3 on the eastern portion of the property, for future commercial and multi-family residential. This request is compatible with the comprehensive plan and future land use map. The stepping down in intensity from C-3 in the East to R-3, then to R-1 to the West provides a residential buffer between the high intensity commercial uses that may be located in C-3 and the low-density R-1 neighborhood to the West of this property. Buffer requirements will be required between each of the zoning changes

PLANNING & ZONING COMMISSION TESTIMONY:
Dan Mitchell, 3331 N. Rangeline Rd., Joplin, MO. We are requesting that this property be rezoned where the East half would be C-3, and the West half be R-3. We are requesting the R-3 zoning as a buffer between the commercial zoning and the residential zoning to the West of the property.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 026-21.
Planning & Zoning Commission recommends approval for Case 026-21 (6 Favor, 0 Nays)

ATTACHMENTS

CB 2021-271, Staff Planning Report, P&Z Commission Minutes

Z&P Meeting: May 10, 2021
City Council Meeting: June 7, 2021

STAFF PLANNING REPORT
Rezoning

CASE 026-21 A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) and District R-3 (Apartment House) for future commercial and multi-family development.

LOCATION 3320 & 3330 N. Range Line Rd.

APPLICANT Schuber Mitchell Homes

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Residential/Vacant	Approx. 12 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-3	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Vacant/Auto Repair	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial on the East half, and future low-density residential on the West half.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Rangeline Rd.	Arterial	120'
E. Whitney Way.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does indicate future retail commercial on the East half of this property. Although the West half is shown as future low-density residential, the rezoning to R-3 on the West would be consistent with the existing R-3-PD zoning to the South of this property, and provide a residential buffer between the intense uses allowed in C-3 and the R-1 neighborhood to the West.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The current zoning of R-1 is not suitable along the Rangeline corridor.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to nearby property. The majority of property along N. Rangeline are already zoned C-3 or have uses allowed in C-3. There is a buffer requirement between the C-3 zone and the R-3 zone.

The change in zoning to R-3 on the West half will not be detrimental to nearby property. There is existing R-3-PD zoning in the area, and the change to R-3 would provide a residential buffer between the commercial uses in C-3 with the R-1 neighborhoods to the West. There is a buffer requirement between the R-3 zone and the R-1 zone.

DISCUSSION

The applicant is requesting a rezoning from R-1 to C-3 on the western portion of the property, and from R-1 to R-3 on the eastern portion of the property, for future commercial and multi-family residential. This request is compatible with the comprehensive plan and future land use map. The stepping down in intensity from C-3 in the East to R-3, then to R-1 to the West provides a residential buffer between the high intensity commercial uses that may be located in C-3 and the low-density R-1 neighborhood to the West of this property. Buffer requirements will be required between each of the zoning changes.

Staff recommends approval of Case 026-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 026-21
Filing Fee: $550.00
Date Advertised: 4-25-21
Date Notices Sent 4-26-21
Public Hearing Date: 5-10-21

APPLICANT: Schuber Mitchell Homes PHONE: 417-483-2883
ADDRESS: 1810 Fountain Road, Webb City, Missouri ZIP: 64870

OWNER: Schuber Mitchell Homes PHONE: 417-483-2883
ADDRESS: 1810 Fountain Road, Webb City, Missouri ZIP: 64870

LOCATION/ADDRESS OF PROPERTY: 3320 & 3330 North Rangeline Road, Joplin Missouri 64801

Present Zoning R-1 Requested Zoning: R3 Tract 2 & C3 Tract 1 Acreage: 11.97
Present Use of Property: Single Family Home

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Single Family Residential	R1
South	Single Family Home (Planned Commercial Development)	R3-PD
East	Commercial	C2-PD
West	Single Family Residential	R1

Character of the Neighborhood: Property sits along North Rangeline Road. Developer is requesting to rezone the East half of the property to a commercial use to better fit the existing commercial use along North Rangeline Road. The developer is requesting to rezone the West half to R-3 to better fit the existing R3-PD zoning to the south.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Current zoning of R-1 will not allow for commercial development along North Rangeline Road. Current R1 zoning will not allow the construction of multifamily homes at the rear of the property.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: North Rangeline Road & East Whitney Way
2. Classification of Street(s):
   Arterial X Collector _____ Local X
3. Right-of-Way Width: East Whitney Way - 50' , North Rangeline Road - 120'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

Please refer to attached exhibit and descriptions.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

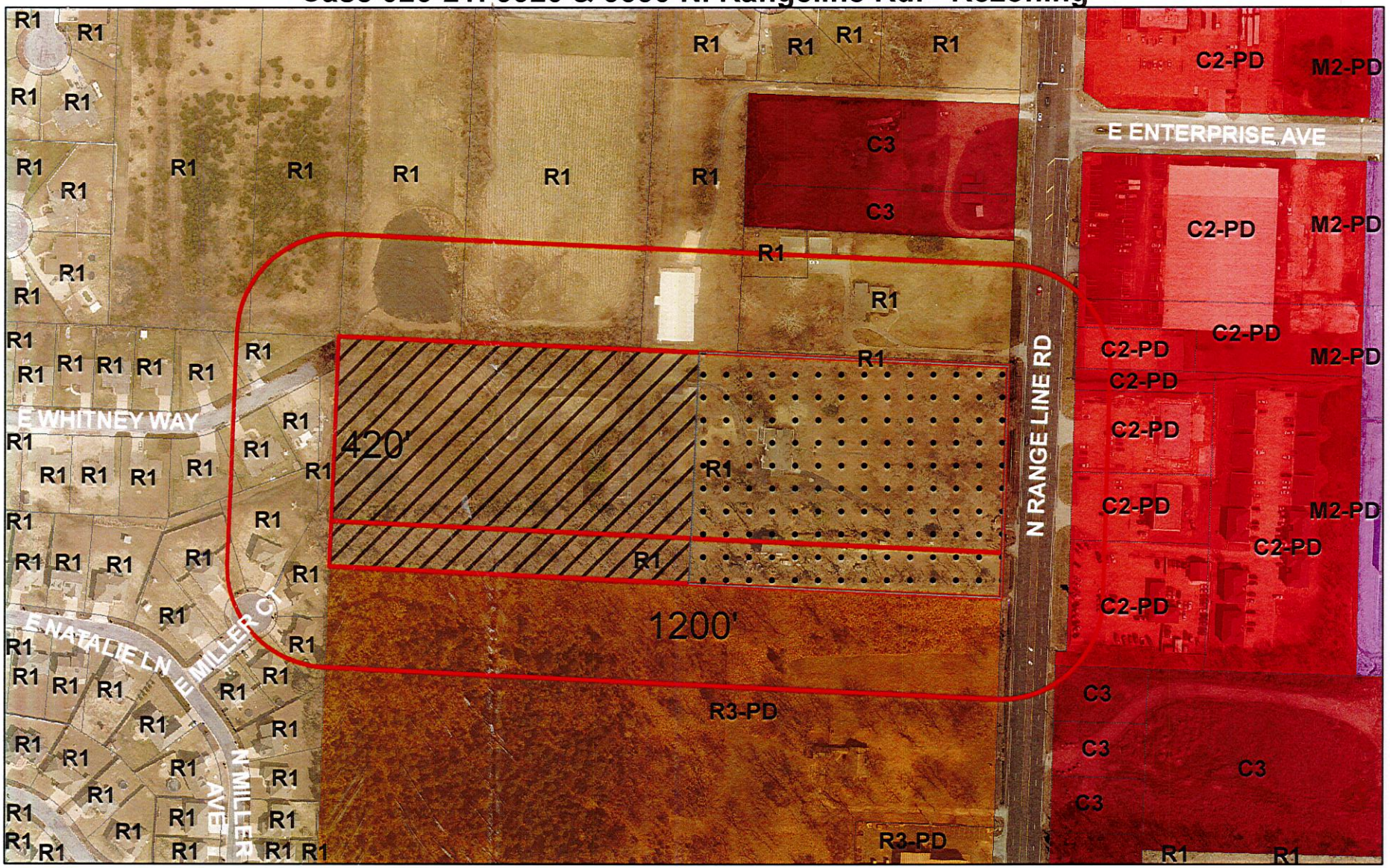
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 4-7-21

EMAIL: dan@schubermitchell.com

TITLE: Owner - Leadership

Case 026-21: 3320 & 3330 N. Rangeline Rd. - Rezoning



Case 026-21: 3320 & 3330 N. Rangeline Rd. – A request to remove from District R-1 (Single-family Residential) and include in Districts R-3 (Apartment House) and C-3 (Commercial) for future residential and commercial development – Schuber Mitchell Homes.

To be zoned R-3 To be zoned C-3

0 125 250 500 750 1,000 Feet

N

P & Z Case 026-21
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-271 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-3 (Apartment House) and District C-3 (Commercial) property as described below and located 3320 & 3330 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-3:

ALL OF THE WEST ONE HALF (1/2) OF THE NORTH (20) RODS OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4); AND, THE WEST HALF (1/2) OF THE NORTH ONE-HALF (N1/2) OF A 5 ACRE STRIP OF LAND RUNNING EAST AND WEST OFF THE NORTH SIDE OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4); ALL LYING IN SECTION 25, TOWNSHIP 28 NORTH, RANGE 33 WEST IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. AND ALL THAT PART OF LOT NUMBERED ONE HUNDRED EIGHT (108) (AS PLATTED) IN NORTHERN HIGHLANDS SIXTH ADDITION PHASE II LOCATED IN SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, WHICH LIES EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 108, THENCE NORTH 67 DEGREES 20'08" EAST ALONG THE NORTH LINE OF SAID LOT 191.81 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 67 DEGREES 20'08" EAST ALONG THE NORTH LINE OF SAID LOT 108 (AS PLATTED) A DISTANCE OF 31.32 FEET TO THE NORTHEAST CORNER OF LOT 108, THENCE SOUTH 00 DEGREES 25'01" WEST ALONG THE EAST LINE OF SAID LOT 108 (AS PLATTED) A DISTANCE OF 50.08 FEET TO THE SOUTHEAST CORNER OF LOT 108, THENCE SOUTH 30 DEGREES 23'41"WEST ALONG THE SOUTH LINE OF SAID LOT 108 A DISTANCE OF 54.39 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 00 DEGREES 41'08" WEST ALONG SAID LINE 84.93 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF, AND ALL THAT PART OF LOT NUMBERED NINETY-FIVE (95) IN NORTHERN HIGHLANDS FIFTH ADDITION TO THE CITY OF JOPLIN, LYING EAST OF THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 25, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 95 IN NORHTERN

HIGHLANDS FIFTH ADDITION, THENCE NORTH 59 DEGREES 44'54" EAST ALONG THE NORTH LINE OF SAID LOT 95 AND THE SOUTH RIGHT OF WAY LINE OF EAST WHITNEY WAY, A DISTANCE OF 108.03 FEET TO AN IRON PIN SET ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID PIN BEING 76.93 FEET "SOUTH" OF AN IRON PIN FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 41'08" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 155.33 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF LOT 95 (AS PLATTED) A DISTANCE OF 31.32 FEET TO THE SOUTHEAST CORNER OF LOT 95 (AS PLATTED), THENCE NORTH 00 DEGREES 25'01" EAST ALONG THE EAST LINE OF LOT 95 (AS PLATTED) A CALCULATED DISTANCE OF 161.87 (THE RECORDE OMITS THIS DIMENSION) TO THE NORTHEAST CORNER OF LOT 95, AND THE SOUTH RIGHT OF WAY LINE OF EAST WHITNEY WAY A DISTANCE OF 36.97 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF. PLATTED), THENCE NORTH 00 DEGREES 25'01" EAST ALONG THE EAST LINE OF LOT 95 (AS PLATTED) A CALCULATED DISTANCE OF 161.87 (THE RECORDE OMITS THIS DIMENSION) TO THE NORTHEAST CORNER OF LOT 95, AND THE SOUTH RIGHT OF WAY LINE OF EAST WHITNEY WAY A DISTANCE OF 36.97 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF. PLATTED), THENCE NORTH 00 DEGREES 25'01" EAST ALONG THE EAST LINE OF LOT 95 (AS PLATTED) A CALCULATED DISTANCE OF 161.87 (THE RECORDED PLAT OMITS THIS DIMENSION) TO THE NORTHEAST CORNER OF LOT 95, AND THE SOUTH RIGHT OF WAY LINE OF EAST WHITNEY WAY A DISTANCE OF 36.97 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 2. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3:

ALL OF THE EAST ONE HALF (1/2) OF THE NORTH (20) RODS OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4); AND, ALL OF A TRACT OF LAND BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4); THENCE NORTH 7.00 FEET; THENCE WEST 569.00 FEET; THENCE SOUTH 7.00 FEET; THENCE EAST 569.00 FEET TO THE PLACE OF BEGINNING, AND THE EAST HALF (1/2) OF THE NORTH ONE-HALF (N1/2) OF A 5 ACRE STRIP OF LAND RUNNING EAST AND WEST OFF THE NORTH SIDE OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4); ALL LYING IN SECTION 25, TOWNSHIP 28 NORTH, RANGE 33 WEST IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

Section 3. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MAY 17, 2021
MEETING MINUTES

CALL TO ORDER

The May 17, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Dr. Reid Adams.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Absent: Anthony Monteleone. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards. Motion by Mr. Lawson, second by Mr. Cortez to excuse Mr. Monteleone. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0.

Presentations

Joplin High School STUCCO Update presented by STUCCO president Abigail Surbrugg. After presenting the updates, Ms. Surbrugg announced she graduated from Joplin High on Sunday, May 16 and plans to attend MSSU in the fall. The next STUCCO president is Avery Jones.

Disaster Recovery Infrastructure Update

Representatives of Olsson, the engineering and design firm that served as the primary consultant for the $56.7 million City of Joplin Green Area CDBG-DR Infrastructure Revitalization presented the Public Works Projects of the Year award to the City of Joplin for infrastructure revitalization following the 2011 tornado. Joplin received the award for disaster or emergency construction and repair in the $25 million - $75 million category. Making the presentation for Olsson were Clayton Cristy, General Civil Team Leader for the recovery effort, John S. Olsson, Executive Vice President of Consulting Services and Jack Schaller, Vice President, Olsson-Joplin.

Presentation from Thad Beeler, Executive Director; National Disaster Photo Rescue

Mr. Beeler was not in attendance.

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

News from the Public Information Office

With the 10th anniversary of the Joplin tornado approaching, a citizens committee is planning a modest and heartfelt day of remembrance on May 22. Patrick Tuttle, coordinator of the event, presented a timeline of events. For more information, go to facebook.com/JoplinMemorialRun or email info@joplinmemorialrun.com .

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Lawson, second by Mr. Shaw to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Monteleone, 1.

Minutes of the May 3, 2021 City Council meeting.

COUNCIL BILL NO. 2021-268 - an ordinance approving the voluntary annexation by the Council of the City of Joplin, Missouri, at the end of public right-of-way of W. Par Ln., Joplin, MO, Jasper County, Missouri. **Ordinance No. 2021-074**

RESOLUTIONS

RESOLUTION NO. 2021-012

Arnold Nicholas, Joplin, requested to speak on this item to voice his concern regarding the housing stimulus.

Mr. Shaw introduced Resolution No.2021-012 - a resolution authorizing support of the 2021 Action Plans developed by City staff based on priorities established by the City Council at its November 30, 2020 Visioning Workshop. Motion by Mr. Shaw, second by Mr. Copple to approve Resolution No.2021-012. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Monteleone, 1. **Resolution No.2021-012** was approved.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-002

Dr. Reid Adams introduced Council Bill No.2021-002 - an ordinance submitting to the electors of the City of Joplin, at a Special Election on Tuesday, August 3, 2021, the question of whether the City shall extend a sales tax of one-quarter (1/4) of one percent (1%) for a period of ten (10) years for the purpose of funding stormwater control and local parks; prescribing a form of Ballot thereof, and containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill No.2021-002 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Monteleone, 1. Council Bill No.2021-002 was declared adopted and entitled **Ordinance No. 2021-075**

COUNCIL BILL NO. 2021-135

Mr. Lawson introduced Council Bill No.2021-135- an ordinance authorizing the City of Joplin to enter into an agreement with McClanahan Construction Co., Inc., in the amount of One Million, Two Hundred Eighty Thousand and 00/100 Dollars ($1,280,000.00) for construction services associated with the Turkey Creek and Shoal Creek Wastewater Treatment Facilities Digester Roof Repairs project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020; and, containing an emergency clause. Motion by Mr. Lawson, second by Mr. Stinnett that Council Bill No.2021-135 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Monteleone, 1. Council Bill No.2021-135 was declared adopted and entitled **Ordinance No. 2021-076**

COUNCIL BILL NO. 2021-513

Mr. Shaw introduced Council Bill No.2021-513 - an ordinance of the City of Joplin, Missouri, imposing a use tax for general revenue purposes at the rate of three and one eighth percent ($3^{1/8}$%) for storing, using, or consuming within the City any article of tangible personal property pursuant to the authority granted by and subject to the provisions of Sections 144.600 through 144.761 RSMo; providing for the use tax to be repealed, reduced, or raised in the same amount as any city sales tax is repealed, reduced, or raised; and providing for submission of the proposal to the qualified voters of the City for their approval at the election called and to be held in the City on Tuesday November 2, 2021; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No.2021-513 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Monteleone, 1. Council Bill No.2021-513 was declared adopted and entitled **Ordinance No. 2021-077**

COUNCIL BILL NO. 2021-514

Frank Thompson, Joplin, requested to speak on this item and questioned why it was an emergency ordinance and why the City would build another parking lot after the previous parking lot for Memorial Hall was demolished.

Mr. Cortez introduced Council Bill No.2021-514 - an ordinance calling an Election in the City of Joplin, Missouri to authorize general obligation bonds in the amount not to exceed $30,000,000 to reconstruct, renovate, expand and improve Memorial Hall in the City, and to improve related parking; and, containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2021-514 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Reid Adams, Shaw, Stanley, and Williams, 6. Nays: Lawson, Stinnett, 2. Absent: Monteleone, 1. Council Bill No.2021-135 was declared adopted and entitled **Ordinance No. 2021-078**

COUNCIL BILL NO. 2021-515

Ryan Jackson, Joplin, requested to speak on this item to voice concerns with this bill.
Frank Thompson, Joplin, requested to speak on this item to voice concerns with this bill.

Mr. Cortez introduced Council Bill No.2021-515 - AN ORDINANCE calling an Election in the City of Joplin, Missouri to authorize general obligation bonds in the amount not to exceed $10,000,000 to reconstruct, renovate and improve the former downtown Library Building in the City, and to improve related parking; and, containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No.2021-515 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, and Williams, 7. Nays: Stinnett, 1. Absent: Monteleone, 1. Council Bill No.2021-135 was declared adopted and entitled **Ordinance No. 2021-079**

ORDINANCES – FIRST READING

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

OTHER BUSINESS

NEW BUSINESS

Ratify Use Tax Citizen Committee.

Motion by Mr. Lawson, second by Mr. Shaw to approve the Use Tax Citizen Committee list: Erik Bartlett, Chuck Brown, Jane Cage, Doris Carlin, Cleo Copeland, Kim Cox, Amber Duncan, CB Eastman, Stephen Grindle, Jhan Hurn, William Kean, James Ledford, Julia Narrell, Howie Nunnelly, Rob OBrian, Mike Seibert, Gil Stevens, and Gloria Turner.
Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Monteleone, 1.

Ratify Boards/Commissions appointments.

Motion by Mr. Stinnett, second by Dr. Reid Adams to approve the following reappointments and new appointments. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Monteleone, 1.

Reappointments

CVB: Crystal Albright
CVB: Miranda Comer
CVB: Mike Greninger
Joplin Industrial Development: Randy Evans
Joplin Industrial Development: Doug Doll
Joplin Sports Authority: Melissa Rodgers
Joplin Sports Authority: James Weber
Joplin Sports Authority: Forrest Reed

New appointments

Board of Health: Janeice Hukill replaced Kathy Bridges
Capital Improvement: Jamie Booker-Norman replaced Morris Glaze
CVB: James Cullumber replaced Traci Palmer-Robertson
JIDA: David Glenn replaced Ron Gatz
Personnel Board: Chuck Brown replaced Todd Hawkins
Traffic Commission: Shawn Hull replaced William Tylle

Mayor Stanley announced he received a proclamation from Mayor Matt Christenson of Greensburg KS on behalf of the Greensburg City Council and residents of Greensburg to commemorate the 10th anniversary of Joplin's May 22, 2011 tornado. Mayor Christenson commended Joplin for making tremendous strides in its recovery and wished us well as we continue to plan for the future.

There being no further business, the meeting adjourned at 7:33 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

COUNCIL BILL NO. 2021-005 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to release its interest in real estate owned by New EaglePicher Technologies, LLC for property generally located in Lot Numbered 4 of the Joplin Industrial Park, more specifically described on Exhibit A, authorizing the City Manager to execute a quit claim deed by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, On October 15, 1990, the City of Joplin passed Ordinance 90-164 that accepted the conveyance of land located in the Joplin Industrial Park for the purpose of constructing a pretreatment facility for the Nickel-Iron Plant of EaglePicher Industries (the "facility").

WHEREAS, the pretreatement facility was constructed with a funding grant from the Missouri Department of Natural Resources, Grant No. IDG-052, and part of the grant requirement with the State of Missouri was for the City of Joplin to own the facility and lease it back to EaglePicher pursuant to the terms in a Lease and Operation Agreement between the City of Joplin and EaglePicher Industries, Inc.

WHEREAS, the facility has not been in operation since 2017 and EaglePicher has a contract to sell the facility to a third party.

WHEREAS, EaglePicher Technologies LLC owns the real estate that includes a manufacturing plant, but the City of Joplin owns the pre-treatment facility that is part of the plant.

WHEREAS, EaglePicher has requested that the City release its interest in the facility so the sale can be finalized.

WHEREAS, the City believes it has met its obligations under the 1990 grant with the State of Missouri and is awaiting confirmation from the Department of Natural Resources that the City has satisfied the terms of the grant. Upon receiving this confirmation, city staff has determined the City has no interest in owning this facility and recommends releasing the City's interest.

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

Section 1. That the City of Joplin is hereby authorized to execute a quit claim deed releasing its interest in the real estate legally described on Exhibit A.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to execute said quit claim deed, by and on behalf of the City of Joplin.

Section 3. That the City hereby declares that this Ordinance, being an Ordinance relating to any public improvement, is considered an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of June, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

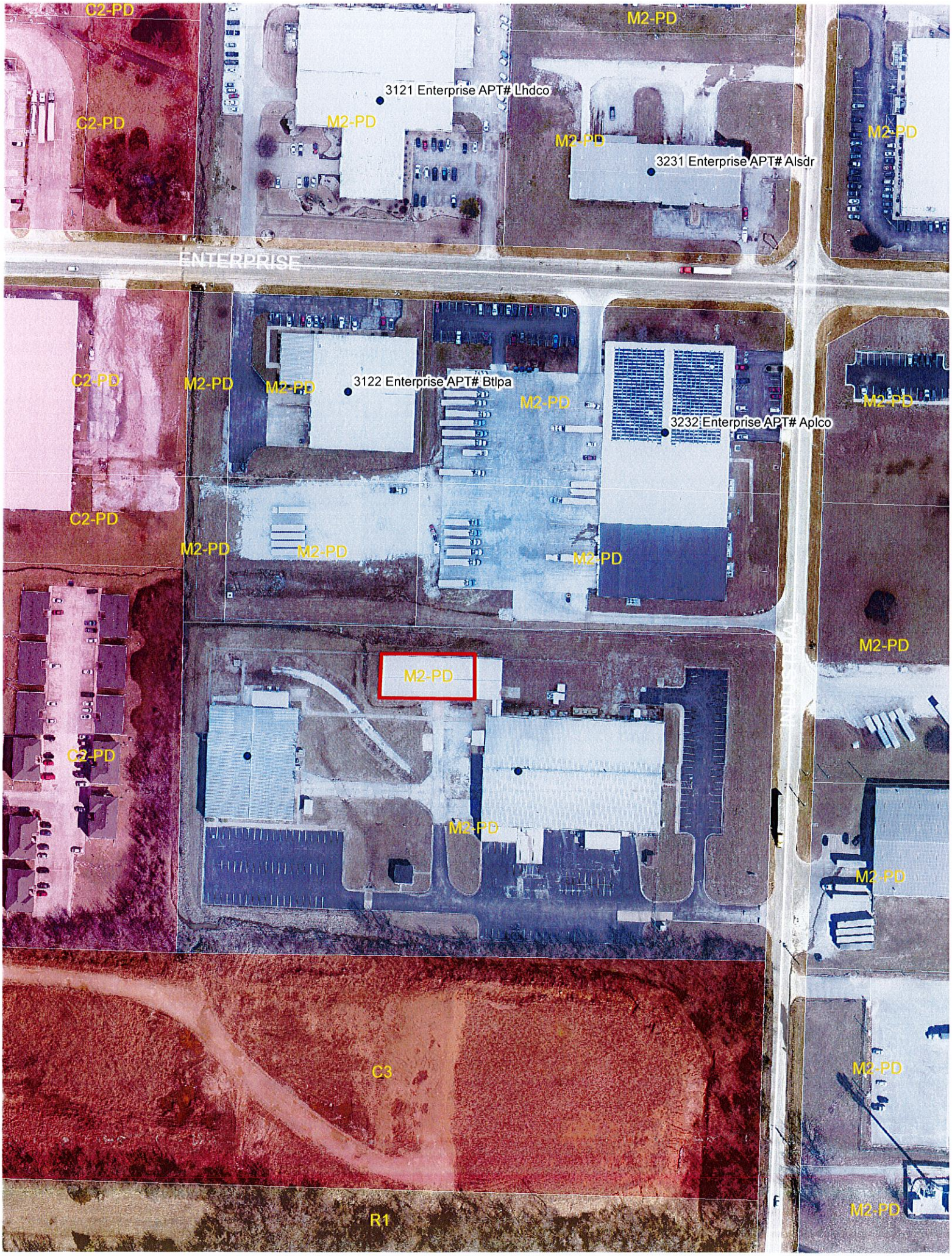
APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit "A"
Legal Description

Tract 2: All that part of Lot Numbered Four (4) in JOPLIN INDUSTRIAL PARK, a Subdivision in the City of Joplin, Jasper County, Missouri, described as commencing at an iron pin at the Northeast corner of said Lot 4, thence South 90° West along the North line of said Lot 4 for a distance of 417.25 feet, thence South 0° West for a distance of 42.00 feet for a point of beginning, thence South 90° West and parallel with the North lot line of said Lot 4 for a distance of 135.00 feet, thence South 0° West for a distance of 60.00 feet, thence North 90° East for a distance of 135.00 feet, thence North 0° East for a distance of 60.00 feet to the point of beginning.

Tract 2A: A 20.00 foot ingress and egress easement being 10.0 feet on each side of the following described centerline: Commencing at an iron pin at the Northeast corner of Lot Numbered 4 in JOPLIN INDUSTRIAL PARK, thence South 0° West along the East line of said Lot Numbered 4 for a distance of 392.34 feet for a point of beginning, thence South 89°42'9" West for a distance of 398.54 feet to the beginning of a tangent 66.00 feet radius curve to the right, thence Northerly along centerline of said curve for a distance of 103.6 feet to a point of tangency, thence North 00°17'51" West for a distance of 226.75 feet for a point of terminus.


C2-PD
C2-PD
M2-PD
3121 Enterprise APT# Lhdco
M2-PD
M2-PD
3231 Enterprise APT# Alsdr
M2-PD
ENTERPRISE
C2-PD
M2-PD
M2-PD
3122 Enterprise APT# Btlpa
M2-PD
3232 Enterprise APT# Aplco
M2-PD
C2-PD
M2-PD
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M2-PD
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C2-PD
M2-PD
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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-137 – approving a construction agreement with Right-A-Way Sewer Service for the 2021 Emergency Repairs and On-Call Sewer Contractor project.

MEETING DATE
June 7, 2021

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
Bid Tabulation; Agreement; Council Bill

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Right-A-Way Sewer Service for the 2021 Emergency Repairs and On-Call Sewer Contractor project. The 2021 FY budget includes $250,000, which reflects typical annual expenditures.

BACKGROUND
The City of Joplin's sanitary sewer utility strives to provide the most reliable service to as many properties as possible for the least amount of cost. From time to time, sewer backups occur from collapsed sewer main pipes, vandalism, or general sewage clogs within the system. To restore the reliability of the publicly owned and maintained portions, City staff call upon the City's emergency sewer repair contractor. The City pays for such services via an on-call type of contract that is administered by the Operations Division of Public Works. Work is paid for at the hourly rates for equipment and personnel; materials are paid to the contractor through a cost-plus system, per the administrative markup fee in the contractor's bid proposal (refer to the attachment). This contract can also be used for stormwater improvements, along with short extensions of public sewer main.

City staff advertised for proposals from interested bidders for the contract, following the City of Joplin's procurement policies. Bidders were to be evaluated based on their emergency sewer repair experience, recommendations, and hourly rates. Based on their submitted proposal and their history with the City of Joplin, Right-A-Way Sewer Service represents the best value to the rate payers of the City's sanitary sewer utility. The contract is for two years and may be extended one additional year if mutually agreed upon by both parties. Right-A-Way Sewer Service's bid was below the engineer's estimate, as can be seen on the Bid Tabulation, which also shows hourly rates.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Wastewater fund and the Parks and Stormwater Sales Tax fund for items pertaining to minor system improvements.

RECOMMENDATION

Staff recommends approval of this council bill, approving a construction agreement with Right-A-Way Sewer Service for the 2021 Emergency Repairs and On-Call Sewer Contractor project on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill on an emergency basis will allow for uninterrupted emergency repairs of the City's sanitary sewer infrastructure, which is critical to maintaining reliable service to utility rate payers.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Right-A-Way Sewer Service Address: 676 E. Easter Road Joplin, MO 64801	
Attention: Chris Parker, P.E.		Attention: Jai Cupp	
Department: PUBLIC WORKS/ENGINEERING		Phone: (417)623-1507	Fax:
Phone: 417-624-0820	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

2021 EMERGENCY REPAIRS and ON-CALL SEWER CONTRACTOR

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 730 calendar days (2 years) from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be the amount of Twenty-Five Thousand ($25,000.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it

applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. ~~Liquidated Damages~~. ~~Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $____ per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City~~.

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

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications

d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. ~~The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($_____) dollars, said amount being subject to any approved addenda or change order~~.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the

Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

CITY OF JOPLIN MISSOURI

2021 EMERGENCY REPAIRS and ON-CALL SEWER CONTRACTOR Bid Opening May 12, 2021 10:00 AM

				Right-A-Way Sewer Service		Engineer's Estimate	
Item No.	Item Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price
1	Tool Van or Trailer	75	$/hr	$ 50.00	$ 3,750.00	$ 100.00	$ 7,500.00
2	Backhoe	40	$/hr	$ 75.00	$ 3,000.00	$ 80.00	$ 3,200.00
3	Air Compressor & Hammer	10	$/hr	$ 40.00	$ 400.00	$ 50.00	$ 500.00
4	Excavator, Small	40	$/hr	$ 80.00	$ 3,200.00	$ 95.00	$ 3,800.00
5	Excavator, Medium	20	$/hr	$ 100.00	$ 2,000.00	$ 140.00	$ 2,800.00
6	Skid Steer	30	$/hr	$ 60.00	$ 1,800.00	$ 60.00	$ 1,800.00
7	Skid Steer w/ Harley Rake	10	$/hr	$ 60.00	$ 600.00	$ 80.00	$ 800.00
8	Dozer	10	$/hr	$ 70.00	$ 700.00	$ 80.00	$ 800.00
9	Dump Truck	30	$/hr	$ 75.00	$ 2,250.00	$ 70.00	$ 2,100.00
10	Trench Box (Standard Depth Trench)	80	$/hr	$ 30.00	$ 2,400.00	$ 35.00	$ 2,800.00
11	Trench Box (Extra Depth Trench)	30	$/hr	$ 15.00	$ 450.00	$ 40.00	$ 1,200.00
12	Pressure Testing New Main Piping	10	$/hr	$ 15.00	$ 150.00	$ 340.00	$ 3,400.00
13	Pipe Laser	10	$/hr	$ 10.00	$ 100.00	$ 30.00	$ 300.00
14	Vaccuum Testing of Manhole	50	$/hr	$ 15.00	$ 750.00	$ 340.00	$ 17,000.00
15	Walk Saw	25	$/hr	$ 25.00	$ 625.00	$ 115.00	$ 2,875.00
16	Operating Engineer	100	$/hr	$ 48.00	$ 4,800.00	$ 50.00	$ 5,000.00
17	Laborer	90	$/hr	$ 41.00	$ 3,690.00	$ 45.00	$ 4,050.00
	Sub-Totals			---	$ 30,665.00	---	$ 59,925.00
Item No.	Item Description	Quantity	Unit	Markup (%)	Extended Price	Markup (%)	Extended Price
18	Administrative Fee for Materials	10,000	%	10%	$ 1,000.00	10%	$ 1,000.00
19	Administrative Fee for Equipment Rentals	2,000	%	0%	$ -	15%	$ 300.00
	Sub-Totals			---	$ 1,000.00	---	$ 1,300.00
	TOTAL BID AMOUNT:				**$ 31,665.00**		**$ 61,225.00**

< Indicates a Math Error >

Reconciled By: Kaitlyn K Approved by:

COUNCIL BILL NO. 2021-137 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Right-A-Way Sewer Service with annual budgeted amounts of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) for the 2021 Emergency Repairs and On-Call Sewer Contractor project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Right-A-Way Sewer Service with annual budgeted amounts of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) for the 2021 Emergency Repairs and On-Call Sewer Contractor project, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Wastewater Fund for items pertaining to wastewater, or from the Parks and Stormwater Sales Tax fund for items pertaining to minor system improvements.

Section 4. That the City of Joplin hereby declares that this ordinance relating to a public involvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and the council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, approval of this council bill on an emergency basis will allow for uninterrupted emergency repairs of the City's sanitary sewer infrastructure, which is critical to maintaining reliable service to utility rate payers.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-137

I hereby certify that a sufficient amount is available in the Wastewater Fund for items pertaining to wastewater, or from the Parks and Stormwater Sales Tax fund for items pertaining to minor system improvements to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-516 – Approving a budget amendment for FY 2021

MEETING DATE
June 7, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-516 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2020-2021 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the City Manager's budget in the amount of $25,000.00 to hire an executive search firm for the purpose of hiring a Fire Chief.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $25,000.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2021-516 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2020-156 on October 19, 2020, which estimated revenues and appropriated funds for the fiscal year 2020-2021, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Twenty-Five Thousand Dollars and No Cents ($25,000.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2020-2021 ADOPTED BUDGET
7-Jun-21

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$	-	
	City Manager	001-0501-500-5010	Consulting Fees			25,000
	Total General Fund			$	-	25,000
	Grand Total			$	-	25,000

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-517 – Authorizing the refinance of the Series 2010, 2011 and 2014 Sewer Bonds through the State Revolving Fund (SRF) and the redemption of the Series 2009 Silver Creek Sewer Bonds

MEETING DATE
June 7, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-517 Ordinance; Transcript of Proceedings, Escrow Trust Agreement; and Purchase Agreement

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the refinance of the Series 2010, 2011 and 2014 Sewer Bonds through the State Revolving Fund (SRF) and the redemption of the Series 2009 Silver Creek Sewer Bonds.

BACKGROUND
In 2008, the voters of Joplin authorized the City to issue sanitary sewer revenue bonds through the SRF Program to make certain sewer treatment improvements. These bonds were issued over several years, which resulted in three series of bonds from 2010 to 2014. These bonds were issued at varying interest rates. With the low interest rate environment, the City can save a significant amount of interest by refinancing the bonds now. It is anticipated the interest rate will be approximately .79%. The refinanced bonds will remain through the SRF Program. The refinanced bonds will be approximately $24.1 million with no change in the maturity date from the 2014 bonds. The refinanced bond will have a maturity of 13.5 years.

Additionally, the City is going to use idle funds to payoff the Series 2009 sewer debt assumed by the City through the consolidation with the Village of Silver Creek. The outstanding principal of this bond is $790,100.00. It is anticipated the City will save $1.19 million through the refinancing of the three series bonds and the redemption of the Silver Creek bond.

The refinancing includes a provision restricting early redemption for 10 years. Given the 13.5 years to maturity, these bonds will likely not be refinanced again in the future. The bonds are set to close on June 28, 2021.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. **ORDINANCE NO.**

AN ORDINANCE authorizing the issuance of $24,121,328.53 Principal Amount of Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021 of the City of Joplin, Missouri; Prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and Prescribing other related matters; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri (the "City"), is a home rule constitutional charter city organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, the City now owns and operates a revenue producing sewerage system, serving the City, its inhabitants and others within its service area, including connected and related appurtenances and facilities and extensions, improvements, additions and enlargements made or acquired by the City after the date of this Ordinance (the "System"); and

WHEREAS, the Missouri Department of Natural Resources ("DNR"), in cooperation with the Clean Water Commission of the State of Missouri, has previously approved several loans to the City for the purpose of providing financing for improvements to the System, said loans being evidenced by the following bonds of the City (collectively, the "Refunded Bonds"):

Name of Bond Issue/Loan No.	Dated Date	Principal Amount Authorized	Principal Amount Finally Issued	Principal Amount Outstanding
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 (C295548-01)	January 26, 2010	Not to Exceed $6,000,000	$5,717,977.20	$3,619,900
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2011A (C295548-02)	January 26, 2011	Not to Exceed $26,000,000	$25,733,837.78	$18,953,200
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2014 (C295548-03)	October 27, 2014	Not to Exceed $3,282,000	$2,795,213.98	$2,100,500

WHEREAS, DNR has also previously approved a loan to the Village of Silver Creek, Missouri (the "Village") evidenced by the following bonds of the Village, which were acquired and fully assumed by the City following the consolidation of the Village by the City on January 1, 2013 (the "Defeased Bonds" and together with the Refunded Bonds, the "Prior Bonds"):

Name of Bond Issue/Loan No.	Dated Date	Principal Amount Authorized	Principal Amount Finally Issued	Principal Amount Outstanding
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009 (C295529-01)	December 18, 2009	$1,406,800	$1,406,800	$790,100

WHEREAS, the City desires to refund all of the outstanding Refunded Bonds and is authorized under the provisions of Section 108.140(2) of the Revised Statutes of Missouri (the "Refunding Law"), to issue and sell refunding revenue bonds for the purpose of refunding, in whole or in part, its outstanding revenue bonds, which refunding revenue bonds may be payable from the same sources as were pledged to the payment of the Refunded Bonds; and

WHEREAS, the Refunding Law authorizes the issuance of refunding revenue bonds in an amount not to exceed the principal amount of the bonds to be refunded, plus the interest accruing to the maturity or redemption date of the Refunded Bonds, any premium which may be due under the terms of the Refunded Bonds and any amounts necessary for the payment of issuance expenses for such refunding revenue bonds, if any; and

WHEREAS, the refunding of the Refunded Bonds is to be financed in part by the issuance by the City pursuant to this Ordinance of its Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021 (the "Bonds") in the maximum principal amount of $24,121,328.53 (the "Maximum Principal Amount"); and

WHEREAS, to provide for the most cost-effective refunding of the Refunded Bonds, the City desires to participate in the State of Missouri Direct Loan Program (the "Direct Loan Program") of DNR and the Commission; and

WHEREAS, in addition to refunding the Refunded Bonds, the City desires to use legally available funds of the City to redeem and pay the Defeased Bonds; and

WHEREAS, the City, upon the issuance of the Bonds and the redemption of the Refunded Bonds and the Defeased Bonds, will not have outstanding any other bonds or other obligations payable solely from, and secured by a pledge of, the Net Revenues other than the Bonds; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that revenue bonds be issued and secured in the form and manner provided in this Ordinance and be sold to DNR under the Direct Loan Program, and to provide the remainder of costs of extending and improving the System that may be required from subsequent issues of bonds, grants or funds of the City otherwise available.

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

ARTICLE I

DEFINITIONS

Section 101. Definition of Words and Terms. Capitalized words and terms not otherwise defined in this Ordinance have the meanings set forth in the Purchase Agreement and the Escrow Agreement (each as defined below). In addition to the foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance, capitalized words and terms have the following meanings in this Ordinance:

"Administrative Expense Fund" means the fund designated as such and established by Section 4 of the Escrow Agreement. The Administrative Expense Fund does not constitute part of the Direct Loan Program.

"Administrative Fee" means the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds), payable to the Paying Agent within 30 days after the City's receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

"Administrative Fee Calculation Date" means the Business Day preceding each Principal Payment Date.

"Authority" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

"Authority Program Bonds" means any bonds of the Authority issued under the SRF Leveraged Program, all or a portion of the proceeds of which are loaned to the City pursuant to the SRF Leveraged Program.

"Authorized Representative" means the representative of the City designated as such by the City in accordance with the Regulations.

"BABs Interest Subsidy Payments" means any payments to be received by the City from the U.S. Department of the Treasury under Section 54AA or Section 6431 of the Internal Revenue Code of 1986, as amended, in connection with the payments of interest on System Revenue Bonds.

"Bond Debt Service" means the amount of the principal of and interest due on the Bonds on the date of calculation required in this Ordinance.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

"Bonds" means the Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021, authorized and issued under this Ordinance.

"Closing Date" means the date of the initial issuance and delivery of the Bonds.

"Consultant" means the Consulting Engineer, a registered municipal advisor, an independent certified public accountant or a firm of independent certified public accountants.

"Consulting Engineer" means each independent engineer or engineering firm with experience in designing and constructing wastewater treatment and sanitary sewerage facilities and retained by the City.

"Cumulative Principal Amount Outstanding" means the sum of (a) the Purchase Price Installment, less (b) the principal amount redeemed pursuant to Article III.

"Current Expenses" means all reasonable and necessary expenses of ownership, operation, maintenance and repair of the System and keeping the System in good repair and working order, determined in accordance with accounting principles generally accepted in the United States of America, including current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Administrative Fee, paying agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, obligations (other than for borrowed money or for rents payable under financing leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, obligations incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the ownership and operation of the System, but excluding interest paid on, and swap, hedge or other interest-like payments made with respect to, System Revenue Bonds, depreciation, amortization and other noncash charges (including payments into the Depreciation and Replacement Account), and all general administrative expenses of the City not related to the operation of the System.

"Debt Service Fund" means the Debt Service Fund established by Section 4 of the Escrow Agreement.

"Defeasance Securities" means:

(a) Federal Securities;

(b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge Bonds pursuant to Article X will cause the discharged Bonds to be rated in the highest long-term category by the Rating Agency; or

(c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:

(i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and

(ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:

(A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and

(B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

"Depreciation and Replacement Account" means the fund or account designated as such and created or ratified by Section 401.

"Escrow Agreement" means the Escrow Trust Agreement between the City and the Paying Agent, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

"Federal Securities" means any direct obligation of, or obligation the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America and backed by its full faith and credit.

"Funds Transfer Method" means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by DNR at the written request of the City with written notice to the Paying Agent.

"Interest Payment Date" means each January 1 and July 1, commencing January 1, 2022.

"Interest Rate" means the annual rate equal to 30% of the Revenue Bond Index as published in *The Bond Buyer* most recently prior to the Closing Date, rounded up to the nearest 0.01%.

"Investment Securities" means any securities or investments that are legal for the investment of funds of the City at the time of purchase.

"Net Revenues" means Revenues less Current Expenses.

"Operation and Maintenance Account" means the fund or account designated as such and created or ratified by Section 401.

"Ordinance" means this Ordinance as from time to time amended in accordance with its terms.

"Outstanding" means, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

(1) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(2) Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;

(3) Bonds in exchange for which, or in lieu of which, other Bonds have been registered and delivered pursuant to this Ordinance; and

(4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

"Owner" means DNR or any assignee, successor or transferee of DNR under the Direct Loan Program or the SRF Leveraged Program.

"Parity Bonds" means any parity bonds or other obligations issued under Section 802 payable solely from, and secured by a pledge of, the Net Revenues on a parity basis with the Bonds.

"Parity Ordinance" means the ordinances under which any other Parity Bonds are issued.

"Paying Agent" means UMB Bank, N.A., the paying agent and escrow agent, and its successors and assigns acting at any time as Paying Agent and Escrow Agent under this Ordinance and the Escrow Agreement.

"Prepayment Fund" means the Prepayment Fund established by Section 4 of the Escrow Agreement.

"Principal Payment Date" means each January 1 and July 1, commencing January 1, 2022, and any date on which the Bonds are optionally redeemed in accordance with Section 301.

"Purchase Agreement" means the Purchase Agreement between the City and DNR, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

"Purchase Price Installment" means the purchase price of the Bonds paid by the Owner to the Paying Agent on the Closing Date in accordance with the Purchase Agreement and deposited into the funds pursuant to Section 403 and the Escrow Agreement.

"Quarterly Payment Date" means each March 15, June 15, September 15 and December 15, commencing September 15, 2021.

"Rating Agency" means Moody's Investors Service, Inc. or S&P Global Ratings, a division of S&P Global Inc., and their respective successors.

"Record Date" means the 25th day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date.

"Repayment Fund" means the fund designated as such and established by Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of the Direct Loan Program.

"Revenue Fund" means the fund or account designated as such and created or ratified by Section 401.

"Revenues" means all income and revenues derived by the City from the System, including investment and rental income, net proceeds from business interruption insurance, sales tax revenues and/or other moneys that have been annually appropriated by the City or that are limited solely to the payment of improvements to or expenses of the System, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition of investments or fixed or capital assets not in the ordinary course of business.

"SRF Leveraged Program" means the Missouri Leveraged State Drinking Water Revolving Fund Program and the Missouri Leveraged State Water Pollution Control Revolving Fund Program.

"SRF Leveraged Program Bonds" means any bonds of the City issued in connection with the City's participation in the SRF Leveraged Program.

"SRF Subsidy" means the amount of investment earnings that will accrue on the Reserve Account during each Fiscal Year (taking into account scheduled transfers from the Reserve Account that will occur upon the payment of principal on Authority Program Bonds and assuming that the construction for the applicable project has been completed), if the balance in the Reserve Account is equal to the Reserve Percentage of the principal amount of the SRF Leveraged Program Bonds outstanding, the Reserve Account is invested in an investment agreement at a fixed rate during the calculation period and earnings are reduced by the Administrative Fee payable to DNR. "Administrative Fee," "Reserve Account" and "Reserve Percentage" as used in this definition have the respective meanings set forth in the bond indentures for the applicable Authority Program Bonds.

"State" means the State of Missouri.

"Stated Maturity" means January 1, 2035, the final maturity date of the Bonds.

"Subsidy Payments" means funds received (or with respect to Section 802(a)(2)(B) funds that are reasonably expected to be received) by the City that either (a) must be used or (b) have been used (or with respect to Section 802(a)(2)(B) are reasonably expected to be used) to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to, BABs Interest Subsidy Payments, SRF Subsidy and other payments received by the City through a federal or State program.

"Surplus Account" means the fund or account created or ratified in Section 401.

"System Revenue Bonds" means, collectively, the Bonds, the Parity Bonds and all other revenue bonds or obligations that are payable solely from, and secured by a pledge of, the Net Revenues.

"User Charge Ordinance" means Chapter 118, Article II, Division 6 of the Code of Ordinances, City of Joplin, Missouri, as amended, supplemented or replaced.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The Bonds are authorized and directed to be issued in the Maximum Principal Amount subject to the terms and for the purposes of this Ordinance.

Section 202. Security for Bonds. The Bonds are special, limited obligations of the City payable solely from, and secured by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

Section 203. Description of Bonds. The Bonds consist of fully-registered bonds numbered from R-1 consecutively upward, in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof, or if the principal amount of the Bonds is less than $100,000, then an amount equal to the principal amount of the Bonds. The Bonds will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bonds are dated as of the Closing Date. The Bonds will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bonds will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date or from the

most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

Section 204. Designation of Paying Agent. The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the Bonds, bond registrar for the registration, transfer and exchange of Bonds and escrow agent with respect to the funds and accounts established with the Paying Agent under the Escrow Agreement.

Section 205. Method and Place of Payment of Bonds.

(a) Payment of the Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on each Bond at Stated Maturity or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bonds pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of the principal, redemption premium, if any, and interest on all Bonds and, at least annually, at the written request of the City, will forward a copy or summary of the record of payments to the City.

(e) The Bonds will be held by the Paying Agent in trust for each Owner, unless the Paying Agent is otherwise directed in writing by an Owner.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The City will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. Bonds will be transferred and exchanged only upon the Bond Register.

(b) Upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. All Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of Bonds the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or transfer must pay the charge. Payment of

the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bonds.

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effective to satisfy and discharge the City's liability for payment of the Bond to the extent of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bonds, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

Section 207. Execution, Authentication and Delivery of Bonds.

(a) Each Bond must be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and have the official seal of the City affixed or imprinted thereon. If any officer whose manual or facsimile signature appears on any Bond ceases to be an officer before the delivery of any Bond signed by the officer, the manual or facsimile signature on the Bond will be valid and sufficient for all purposes of this Ordinance.

(b) The Mayor and the City Clerk are directed to prepare and execute the Bonds as specified in this Article, and when executed, to deliver the Bonds to the Paying Agent for authentication. Each Bond will be authenticated by any authorized signatory of the Paying Agent. No Bond is entitled to any security or benefit under this Ordinance or is valid or obligatory for any purpose until authenticated by the Paying Agent.

(c) On the Closing Date, promptly upon the receipt by the Paying Agent of the Purchase Price Installment paid by the Owner in accordance with the Purchase Agreement, an authorized signatory of the Paying Agent will endorse Schedule A to the Bond with the date of receipt of the Purchase Price Installment, the amount of the Purchase Price Installment and the resulting Cumulative Principal Amount Outstanding. No further entries to Schedule A will be made after the Closing Date except with respect to redemptions of the Bonds pursuant to Article III.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security or indemnity as required by them, in the absence of notice to the City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the City will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the City may pay the Bond instead of issuing a new Bond.

(b) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed and any other expenses (including the fees and expenses of the Paying Agent) connected with the issuance of the Bond.

(c) Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone at any time, and will be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that have otherwise been surrendered to the Paying Agent, either at or before Stated Maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bonds. The Paying Agent will periodically destroy canceled Bonds. The Paying Agent will execute a certificate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

Section 210. Sale of the Bonds; Authorization and Execution of Documents.

(a) The Bonds will be sold to the Owner at the purchase price of 100% of the Purchase Price Installment paid on the Closing Date, without accrued interest.

(b) The City is authorized to enter into the Purchase Agreement and the Escrow Agreement, in substantially the forms presented to the Governing Body. The Mayor is authorized to execute the Purchase Agreement and the Escrow Agreement for and on behalf of and as the act and deed of the City, with changes approved by the Mayor, which approval will be conclusively evidenced by the signature of the Mayor of the City. The Mayor is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance. The City Clerk is authorized and directed to attest the execution of the Purchase Agreement, the Escrow Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211. Administrative Fee and Paying Agent's Fee. Subject to Section 202, the City will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, (a) the Administrative Fee, and (b) an amount equal to the Paying Agent's fees and expenses as provided in the Escrow Agreement.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, Bonds may be called for redemption and payment prior to the Stated Maturity thereof in whole or in part at any time on July 1, 2031 and thereafter, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption. If an optional redemption is in part, the principal amount for each Principal Payment Date following the optional redemption will be reduced on a proportionate basis (to the nearest $0.01). If the Bonds are optionally redeemed prior to the Stated Maturity thereof, the Owner may require the payment by the City of a sum sufficient to cover any professional costs, fees and expenses (including the fees and expenses of the Paying Agent and other consultants (legal, financial or otherwise) of the Owner and the Authority) incurred in connection with the early redemption of the Bond.

Section 302. Mandatory Redemption Provisions. The Bonds are subject to mandatory sinking fund redemption in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the Principal Payment Dates and in the principal amounts as set forth on Exhibit B.

Section 303. Revisions to Exhibit B; Selection of Bonds Upon Partial Redemption.

(a) Upon the partial redemption of the Bonds pursuant to Section 301, the Owner will provide a replacement Exhibit B, reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous Exhibit B without any further action on the part of the City. The revised Exhibit B is subject to such verification requirements as may be reasonably established by the Paying Agent.

(b) The redemption of the Bonds in part will be reflected in the records maintained by the Paying Agent.

Section 304. Notice and Effect of Call for Redemption.

(a) No notice of the mandatory redemption of Bonds is required to be given. If the Bonds are being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by any Owner of Bonds to be redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a redemption notice, at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of Bonds to be redeemed at the address shown on the Bond Register.

(b) All redemption notices will be dated and include the following information:

(1) the redemption date,

(2) the redemption price, consisting of the principal amount, redemption premium, if any, and interest to the redemption date,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, if any, Stated Maturity and, in the case of partial redemption of any Bond, the respective principal amounts of the Bonds to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon each Bond or portion of a Bond called for redemption, and that interest ceases to accrue on the redeemed amount from and after the redemption date, and

(5) the address of the principal office of the Paying Agent where the Bonds must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bonds or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the City defaults in the payment of the redemption price), the called Bonds will cease to bear interest. Upon the surrender of Bonds for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owners.

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.

(a) The City hereby ratifies the following separate funds and accounts in the treasury of the City, known respectively as the:

(1) Sewerage System Revenue Fund (the "Revenue Fund");

(2) Sewerage System Operation and Maintenance Account (the "Operation and Maintenance Account");

(3) Sewerage System Depreciation and Replacement Account (the "Depreciation and Replacement Account"); and

(4) Sewerage System Surplus Account (the "Surplus Account").

(b) The City hereby establishes the following special funds and accounts with the Paying Agent under the Escrow Agreement:

(1) the Debt Service Fund;

(2) the Prepayment Fund;

(3) the Repayment Fund, consisting of the Principal Account and the Interest Account; and

(4) the Administrative Expense Fund.

Section 402. Administration of Funds and Accounts. The funds and accounts described in Section 401(a) will be maintained and administered by the City under this Ordinance while any of the Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bonds are Outstanding.

Section 403. Deposits and Application of Bond Proceeds and Other Moneys.

(a) The proceeds received from the sale of the Bonds on the Closing Date will be deposited upon the delivery of the Bonds into the Prepayment Fund and the Administrative Expense Fund as provided in the Escrow Agreement.

(b) Moneys in the Prepayment Fund will be disbursed in accordance with the Supplemental Instruction Letter attached as Exhibit A to the City's Closing Certificate and applied, together with other available funds of the City currently on deposit with the paying agent for the Refunded Bonds, for the sole purpose of refunding the Refunded Bonds.

(c) The City will use other legally available funds, together with other available funds of the City currently on deposit with the paying agent for the Defeased Bonds, to provide for the payment and

redemption of the Defeased Bonds in accordance with the Supplemental Instruction Letter attached as Exhibit A to the City's Closing Certificate.

(d) Funds will be disbursed from the Administrative Expense Fund as provided in the Escrow Agreement.

ARTICLE V

APPLICATION OF REVENUES

Section 501. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds and so long as any of the Bonds remain outstanding and unpaid, all Revenues derived and collected by the City will be deposited into the Revenue Fund when received. The Revenues will be segregated from all other moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in this Ordinance and any other ordinance with respect to System Revenue Bonds.

Section 502. Application of Moneys in Funds and Accounts.

(a) The City will apply moneys in the Revenue Fund on the dates, in the amounts and in the order as follows:

(1) *Operation and Maintenance Account.* On the first day of each month, to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the month, which amount shall include, on the dates required by Section 211, transfers to the Paying Agent for further deposit to the Administrative Expense Fund, the amounts required to pay the Administrative Fee and the Paying Agent's Fees and expenses;

(2) *Repayment Fund and Debt Service Account*. On a parity basis (i) to any debt service fund or account for any Parity Bonds issued by the City in the amounts and at the times required under the Parity Bond Ordinances and (ii) by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account of the Repayment Fund:

(A) to the Interest Account of the Repayment Fund, on September 15, 2021, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bonds on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bonds on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; and

(B) to the Principal Account of the Repayment Fund, on March 15, 2022, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bonds on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption;

(3) *Debt Service Reserve Account*. After payments and credits required at the time to be made under the provisions of paragraphs (1) and (2) of this subsection have been made, there shall next be paid and credited to any debt service reserve fund or account for any Parity Bonds issued by the City in the amounts and at the times required under the Parity Bond Ordinances;

(4) *Depreciation and Replacement Account*. After all payments and credits required at the time to be made under the provisions of paragraphs (1), (2) and (3) of this subsection have been made, there shall next be paid and credited to the Depreciation and Replacement Account any amounts at the time required to be paid and credited to the Account under the provisions of the User Charge Ordinance and the Parity Bond Ordinances; and

(5) *Surplus Account*. On each Quarterly Payment Date, the remaining balance to the Surplus Account. Moneys in the Surplus Account are to be expended for the following purposes as determined by the Governing Body:

(1) paying the cost of the operation, maintenance and repair of the System to the extent necessary after the application of the moneys held in the Operation and Maintenance Account and the Depreciation and Replacement Account;

(2) paying the cost of extending, enlarging or improving the System;

(3) preventing default in, anticipating payments into or increasing the amounts in the accounts confirmed or established in Section 401, or establishing or increasing the amount of any debt service account or debt service reserve account created by the City for the payment of any System Revenue Bonds subsequently issued;

(4) redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the call price (if any bonds are callable), the Bonds or any other System Revenue Bonds hereafter issued under the conditions hereinafter specified and standing on a parity with the Bonds, including principal, redemption premium, if any, and interest; or

(5) subject to Section 502(c), any other lawful purpose in connection with the operation of the System and benefiting the System including, but not limited to, payments with respect to bonds or other obligations of the System.

(b) All amounts paid and credited to the Operation and Maintenance Account will be expended solely for the purpose of paying the Current Expenses of the System.

(c) No moneys derived by the City from the System will be diverted to the general governmental or municipal functions of the City.

(d) If the deposits to the Operation and Maintenance Account (the "OM Deposits") required under this Section are greater than the OM Deposits required in the User Charge Ordinance, the OM Deposits under the User Charge Ordinance will be deemed a credit toward OM Deposits required under this Section. If the OM Deposits required under this Section are less than those required in the User Charge Ordinance, OM Deposits under this Section will be deemed a credit to OM Deposits required under the User Charge Ordinance.

Section 503. Deficiency of Payments into Funds and Accounts.

(a) If the Revenues are insufficient to make any payment on any date specified in this Article, the City will make good the amount of the deficiency by making additional payments out of the first available Revenues for application in the order specified in Section 502.

(b) If the moneys in the Principal Account or the Interest Account and any debt service account or debt service reserve account created by the City for the payment of any Parity Bonds subsequently issued are not sufficient to pay the principal of and interest on the Bonds and any outstanding Parity Bonds as and when the same become due, the City will apply moneys in the Surplus Account and the Depreciation and Replacement Account on a proportionate basis (based upon the outstanding principal amounts of the Bonds and the outstanding Parity Bonds) to the debt service account for the Parity Bonds, the Principal Account and the Interest Account to prevent any default in the payment of the principal of and interest on said Parity Bonds and the Bonds.

Section 504. Transfer of Funds to Paying Agent. Subject to the provision of Section 503(b) with respect to the application of funds on a proportionate basis with any outstanding Parity Bonds, the City Clerk is authorized and directed to make the payments to the Principal Account and the Interest Account as provided in Section 502, and, to the extent necessary to prevent a default in the payment of the Bonds, from the Surplus Account and from the Depreciation and Replacement Account as provided in Sections 502 and 503, sums sufficient to pay the Bonds when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bonds are due. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 505. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 506. Redemption of Prior Bonds. The Governing Body desires to redeem all of the outstanding Prior Bonds prior to maturity on the Closing Date of the Bonds. The Prior Bonds will be redeemed by paying directly to the owner of the Prior Bonds the redemption price on the Closing Date of the Bonds. The Governing Body hereby directs the Mayor or City Clerk to cause notice of the redemption to be given in the manner provided in the ordinances authorizing the issuance of the Prior Bonds or obtain a waiver of notice of the owner of the Prior Bonds and hereby ratifies and confirms such actions heretofore taken by such officials. The officers of the City are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption of the Prior Bonds as herein provided.

ARTICLE VI

INVESTMENT OF MONEYS

Section 601. Investment of Moneys. Moneys held in any fund or account referred to in this Ordinance may be invested in Investment Securities; provided, however, that any fund or account held by the Paying Agent shall be invested as provided in Section 11 of the Escrow Agreement. No such investment will be made for a period extending longer than the date when the money invested may be needed. All earnings on any investments held in any fund or account will accrue to the applicable fund or account. In determining the amount held in any fund or account under this Ordinance, obligations will be valued at the lower of cost or market value. If the amount in any fund or account held within the treasury of the City is greater than the required amount, the City may transfer the excess to the Revenue Fund.

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

Section 701. Efficient and Economical Operation; User Charge Ordinance. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the System in good repair and working order. The City has duly approved the User Charge Ordinance and will enforce the provisions thereof.

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. Each Fiscal Year, the City shall review the rates, fees and charges for the use and services furnished by or through the System and revise such rates, fees and charges as necessary to ensure that the System generates Net Revenues sufficient to meet the requirements of this Section.

Section 703. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the income and revenues derived by the City from the System are insufficient to pay the reasonable expenses of operation and maintenance of the System and the principal of and interest on the Bonds when due, the City will pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services or other facilities furnished to the City or any of its departments by the System.

Section 704. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 705. Annual Audit.

(a) Promptly after the end of each Fiscal Year, the City will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year.

(b) As soon as possible after the completion of the annual audit, the Governing Body will review the annual audit, and if the annual audit reveals any breach of this Ordinance, the City agrees to promptly cure the breach.

(c) Within 30 days after the acceptance of the audit by the Governing Body, a copy of the annual audit will be filed in the office of the City Clerk. The annual audit will be open to examination and inspection during normal business hours by any taxpayer, any user of the services of the System, the Owner, or anyone acting for or on behalf of the taxpayer, user or Owner.

(d) The City acknowledges its undertakings set forth in Section 2.1(v) of the Purchase Agreement.

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

ARTICLE VIII

ADDITIONAL BONDS

Section 801. Prior Lien Bonds. The City will not issue any debt obligations payable out of the Net Revenues that are superior in lien, security or otherwise to the Bonds.

Section 802. Parity Lien Bonds or Obligations.

(a) The City will not issue any additional bonds or other long-term obligations payable out of the Net Revenues of the System that stand on parity or equality with the Bonds unless the following conditions are met:

(1) the City is not in default in the payment of principal or interest on the Bonds or any Parity Bonds or in making any deposit into the funds and accounts under this Ordinance or any Parity Ordinance; and

(2) the City provides to the Owner a certificate showing either of the following:

(A) the average annual Net Revenues as set forth in the two most recent annual audits for Fiscal Years preceding the issuance of additional bonds, are at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in all succeeding Fiscal Years. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. If the City has made any increase in rates for the use and services of the System and the increase has not been in effect during all of the two Fiscal Years for which annual audits are available, the City may add to the audited Net Revenues the additional Net Revenues that would have resulted if the rate increase had been in effect for the entire period, as certified by a Consultant; or

(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation.

(b) If the conditions set forth in this Section are satisfied, the City (i) may issue additional revenue bonds or other obligations of the City on a parity with the Bonds and that enjoy complete equality of the lien on the Net Revenues with the Bonds, (ii) may make equal provision for paying the additional revenue bonds or other obligations from the Revenue Fund, and (iii) may secure the additional revenue bonds or other obligations by funding reasonable System debt service accounts and debt service reserve accounts from the Net Revenues.

Section 803. Junior Lien Bonds. Nothing in this Article prohibits or restricts the right of the City to issue additional revenue obligations, including revenue bonds, for the purpose of extending, improving, enlarging, repairing or altering the System, or refunding obligations issued for such purposes, that are junior and subordinate to the Bonds if, at the time of the issuance of the additional revenue obligations, the City is not in default in the performance of any covenant or agreement in this Ordinance. If the City is in default in paying either interest on or principal of the Bonds, the City will not make any payments on the subordinate revenue obligations until the default is cured. Subject to the limitations in this Section, the City may make provision for paying the principal of and interest on the subordinate revenue bonds or obligations from moneys in the Revenue Fund.

Section 804. Refunding Bonds. The City may, without complying with the provisions of Section 802, refund any of the Bonds or any Parity Bonds in a manner that provides net present value debt service savings to the City, and the refunding bonds so issued will be on a parity with any of the Bonds and any Parity Bonds that are not refunded.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of or interest on any of the Bonds, or (b) the City or its Governing Body or any of its officers, agents or

employees fails or refuses to comply with any provision of this Ordinance, the Constitution, its Charter or the laws of the State, the Purchase Agreement or the Escrow Agreement relating to the Bonds or the operation of the System and default continues for a period of 60 days after written notice specifying the non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 902. Remedies.

(a) The provisions of this Ordinance constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(1) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution, its Charter or the laws of the State;

(2) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(3) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bonds.

(b) Any amounts paid on the Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Section 903. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 904. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bonds will be restored to their former positions and rights under this Ordinance.

Section 905. No Obligation to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bonds.

ARTICLE X

DEFEASANCE

Section 1001. Defeasance. When all of the Bonds have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent, or other bank or trust company located in the State of Missouri, having full trust powers and meeting the requirements of a successor Paying Agent (as set forth in the Escrow Agreement) impressed with a first lien to the Paying Agent for the benefit of the Owners, at or prior to Stated Maturity or redemption date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds and interest to accrue to the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bonds shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bonds; and provided further, however, there shall be filed with the City, the Owner and the Paying Agent (1) an opinion of Bond Counsel to the effect that the conditions for the defeasance of the Bonds pursuant to this Section have been complied with and (2) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bonds at their Stated Maturity or upon redemption, the written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XI

AMENDMENTS

Section 1101. Amendments.

(a) Any provision of the Bonds or of this Ordinance may be amended by an ordinance with the prior written consent of the Owners. Consent must be evidenced by an instrument executed by the Owners, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

(b) No amendment will be effective until (i) the City has delivered to the Owners and the Paying Agent an opinion of Bond Counsel stating that the amendment is permitted by this Ordinance and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Further Authority. The officers of the City, including the Mayor and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1202. Electronic Transactions. The transactions described in this Ordinance and the Bonds may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1203. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1204. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1205. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

[Remainder of Page Intentionally Left Blank]

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

_____, 2021, by a _____ vote.

Ryan D. Stanley, Mayor

Attest:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

EXHIBIT A

FORM OF BOND

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered
No. R-_____

Registered
$_____

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF JOPLIN, MISSOURI

SEWERAGE SYSTEM REFUNDING REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

Closing Date	Interest Rate	Stated Maturity
June 28, 2021		January 1, 2035

REGISTERED OWNER: [MISSOURI DEPARTMENT OF NATURAL RESOURCES]

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF JOPLIN, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2022 (each an "Interest Payment Date"), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021" (the "Bonds"), issued by the City for the purpose of paying the costs of extending and improving the sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with Chapter 250 of the Revised Statutes of Missouri, as amended, and pursuant to an election duly held in the City and an ordinance duly passed by the governing body of the City (the "Ordinance").

At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part at any time on July 1, 2031 and thereafter as provided in the Ordinance, with the prior written consent of the Owners.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are limited obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds do not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

Under the conditions set forth in the Ordinance, the City has the right to issue additional bonds payable from the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City covenants with the Owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce Revenues sufficient to pay the operation and maintenance costs of the System, pay the principal of and interest on the Bonds and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the agreements made by the City with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect to the Bonds, and the rights of the Owners.

The Bonds are issuable in the form of fully-registered Bonds in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof, or if the principal amount of the Bonds is less than $100,000, then an amount equal to the principal amount of the Bonds.

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection, segregation and application of the income and revenues of the System as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has executed this Bond by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL) CITY OF JOPLIN, MISSOURI

ATTEST:

_____ By _____

City Clerk Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____

Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND PREPAYMENTS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial prepayments of the principal of this Bond will be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

ASSIGNMENT

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

_____

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints UMB BANK, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Medallion Signature Guarantee:

SCHEDULE A

CITY OF JOPLIN, MISSOURI
SEWERAGE SYSTEM REFUNDING REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING

Date[1]	Purchase Price Installment	Principal Amount Redeemed[2]	Cumulative Principal Amount Outstanding	Authorized Signatory of Paying Agent

[1] Date constitutes date of registration with respect to the Bond.
[2] Commencing with first Principal Payment Date.

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

Redemption Date	Principal Amount
January 1, 2022	$873,128.99
July 1, 2022	880,128.99
January 1, 2023	886,128.99
July 1, 2023	891,128.99
January 1, 2024	897,128.99
July 1, 2024	903,128.99
January 1, 2025	909,128.99
July 1, 2025	915,128.99
January 1, 2026	921,128.99
July 1, 2026	927,128.99
January 1, 2027	933,128.99
July 1, 2027	940,128.99
January 1, 2028	946,128.99
July 1, 2028	952,128.99
January 1, 2029	958,128.99
July 1, 2029	964,128.99
January 1, 2030	971,128.99
July 1, 2030	977,128.99
January 1, 2031	983,128.99
July 1, 2031	990,128.99
January 1, 2032	996,128.99
July 1, 2032	998,128.99
January 1, 2033	999,262.22
July 1, 2033	961,000.00
January 1, 2034	700,166.67
July 1, 2034	700,166.67
January 1, 2035[†]	147,895.20

[†]Maturity

GILMORE & BELL, P.C.
DRAFT – MAY 25, 2021
FOR DISCUSSION PURPOSES ONLY

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

$24,121,328.53
CITY OF JOPLIN, MISSOURI
SEWERAGE SYSTEM REFUNDING REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

AND THE

CASH DEFEASANCE OF SEWERAGE SYSTEM REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – ARRA)
SERIES 2009

Legal Opinion:

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

CITY OF JOPLIN, MISSOURI

$24,121,328.53
SEWERAGE SYSTEM REFUNDING REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

AND THE

CASH DEFEASANCE OF SEWERAGE SYSTEM REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – ARRA)
SERIES 2009

CLOSING: JUNE 28, 2021

CLOSING LIST

Document No.

1. Bond Ordinance.

2. Purchase Agreement.

3. Escrow Trust Agreement.

4. Specimen Bond.

5. A. Excerpt of Minutes of June 7, 2021 Meeting of the City Council showing adoption of the Bond Ordinance.
   B. Agenda.

6. City's Closing Certificate, with the following items attached:

   Schedule 1. Application of Administrative Expense Fund Closing Deposit.
   Exhibit A. Supplemental Closing Instructions.
   Exhibit B. Sources and Uses.

7. City's Letter of Instructions to Redeem Bonds.

8. DNR's Letter of Instructions to Paying Agent For Prior Bonds.

9. Paying Agent's Closing Certificate.

10. Receipt for Bonds and Closing Certificate of DNR.

Document
No.

11. Pro Forma Debt Service Schedule.

12. Opinion of Local Bond Counsel.

* * * *

CITY'S CLOSING CERTIFICATE

City of Joplin, Missouri

$24,121,328.53
Sewerage System Refunding Revenue Bonds
(State of Missouri – Direct Loan Program)
Series 2021

and

Cash Defeasance of Sewerage System Revenue Bonds
(State of Missouri – Direct Loan Program – ARRA)
Series 2009

We, the undersigned, are the duly qualified and authorized officials of the City of Joplin, Missouri (the "City"), and we hereby certify as of June 28, 2021 in connection with the issuance of the above-described bonds (the "Bonds") as follows:

1. Meaning of Words and Terms. Capitalized words and terms used in this Certificate, unless otherwise defined in this Certificate or the context requires otherwise, have the same meanings ascribed to such words and terms in the ordinance authorizing the Bonds adopted by the governing body of the City (the "Ordinance").

2. Organization and Authority. The City is a home rule constitutional charter city organized and existing under the Constitution, its Charter and laws of the State of Missouri. The City has complied with all provisions of the Constitution, its Charter and the laws of the State of Missouri, and has full power and authority to consummate all transactions contemplated by the Ordinance and any and all other agreements relating thereto.

3. Transcript of Proceedings; Ordinance. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Missouri Department of Natural Resources ("DNR"), as the purchaser of the Bonds, is to the best of our knowledge, information and belief full, correct and complete; none of such proceedings have been modified, amended or repealed; and the facts as are stated in the Transcript still exist. The copy of the Ordinance included in the Transcript (a) constitutes a full, true and correct copy of the Ordinance duly passed by the City Council of the City at a meeting duly held, after proper notice thereof, on June 7, 2021; (b) said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and (c) said Ordinance is the same as is on file in the office of the City Clerk.

4. Meetings. All meetings of the governing body of the City as shown in the Transcript were called and held as shown in the Transcript. All such meetings were open to the public and a quorum was present and acted throughout, and proper notice of all such meetings was given in the manner required by law, including Chapter 610 of the Revised Statutes of Missouri, as amended.

5. Incumbency of Officers. The following named persons were the duly qualified and acting officials of the City at all times during which such persons participated in the proceedings authorizing the Bonds as shown in the Transcript:

Name	Title
Ryan Stanley	Mayor
Keenan Cortez	Mayor Pro Tem
Christina Williams	Councilmember
Doug Lawson	Councilmember
Anthony Monteleone	Councilmember
Gary Shaw	Councilmember
Charles Copple	Councilmember
Phil Stinnett	Councilmember
Diane Reid Adams	Councilmember
Nick Edwards	City Manager
Barbara Gollhofer	City Clerk
Leslie Haase	Finance Director

6. Execution of Bonds. The Bonds in the maximum principal amount of $24,121,328.53, consisting of one fully-registered bond in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof, or if the principal amount of the Bonds is less than $100,000, then an amount equal to the principal amount of the Bonds, have been duly signed and executed by the manual signatures of the Mayor and the City Clerk as the duly qualified, constituted and authorized officials of the City. On the date of the Bonds, and on the date when the Bonds were executed, such officials were and at the date hereof are the officials indicated by their signatures on the Bonds and on this Certificate, respectively. The signatures of such officials on the Bonds are their true and genuine signatures, and the seal affixed or imprinted on the Bonds was and is the duly authorized seal of the City and was affixed or imprinted on the Bonds by the authority and direction of the governing body of the City, and is the seal affixed or imprinted on this Certificate.

7. Outstanding Revenue Obligations. As of the date hereof, the City does not have outstanding any bonds or other obligations payable out of the Net Revenues derived from the operation of the System other than the Bonds, the Refunded Bonds being redeemed with the proceeds of the Bonds and the City's outstanding Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA), Series 2009 (the "Defeased Bonds" and, together with the Refunded Bonds, the "Prior Bonds"), being defeased as of the date hereof with other legally available funds of the City. No event has occurred and is continuing which, with the passage of time or the giving of notice, would constitute a breach of or an event of default under the Ordinance or the ordinances authorizing the issuance of the Prior Bonds.

8. Sale of Bonds. The Bonds have been sold on a negotiated basis at a rate not exceeding 10% per annum, and at a price of 100% of the par value thereof, in compliance with the requirements of Section 108.170 of the Revised Statutes of Missouri, as amended.

9. Execution of Documents. The following documents (the "City Documents") have been executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance; the copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City and are in substantially the same form and text as the copies of the City Documents that were before the governing body of the City and approved by the Ordinance; and the City Documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof:

(a) Purchase Agreement dated as of June 1, 2021 (the "Purchase Agreement"), between the City and the Missouri Department of Natural Resources ("DNR"); and

(b) Escrow Trust Agreement dated as of June 1, 2021 (the "Escrow Agreement"), between UMB Bank, N.A., as Paying Agent (the "Paying Agent") under the Ordinance, and the City.

10. Representations and Warranties Required by the Purchase Agreement. The City has duly performed all of its obligations required to be performed at or prior to the date of this Closing Certificate by the Purchase Agreement and each of the City's representations and warranties contained in the Purchase Agreement are true as of the date hereof.

11. No Litigation. There is no litigation, suit or other proceeding of any kind pending, or to our knowledge, after due investigation, threatened, (a) that is seeking to restrain or enjoin the issuance or delivery of the Bonds; (b) that is contesting, disputing or affecting in any way (1) the legal organization of the City or its boundaries, (2) the right or title of any of its officers to their respective offices, (3) the legality of any of its official acts shown to have been done in the Transcript, (4) the constitutionality or validity of the Bonds or the obligations represented by the Bonds, or any of the proceedings had in relation to the authorization, issuance or sale thereof, (5) the legality, validity or enforceability of the Ordinance or the City Documents, or (6) the imposition and collection of rates, fees or charges to pay the principal of and interest on the Bonds; or (c) that could have a material adverse effect on the financial condition or operations of the City or its ability to make payments on the Bonds or to perform its agreements and obligations under the Ordinance or any of the City Documents.

12. Request to Authenticate and Deliver Bonds. The Paying Agent is hereby requested and authorized pursuant to the Ordinance, to authenticate the Bonds in the maximum principal amount of $24,121,328.53 in authorized denominations under the Ordinance and registered in such names as shall be specified by DNR, and to deliver the Bonds to DNR upon payment for the account of the City of the Purchase Price Installment for the Bonds.

13. Redemption of the Prior Bonds. The City has elected to redeem the Prior Bonds on June 28, 2021, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date of redemption. The City will cause the redemption of the Prior Bonds in accordance with the Supplemental Instruction Letter attached hereto as Exhibit A.

14. Receipt for Purchase Price; Deposits.

(a) The City received on the date hereof from DNR the Purchase Price Installment of the Bonds in the amount of $24,121,328.53.

(b) The Paying Agent is authorized and directed to deposit and apply such sum into the Funds established under the Escrow Agreement as follows:

(i) $324,004.02 into the Administrative Expense Fund (for application as set forth in the attached Schedule 1); and

(ii) $23,797,324.51, the balance of the Purchase Price Installment, into the Prepayment Fund (for application pursuant to the Supplemental Instruction Letter attached as Exhibit A).

(c) The City has transferred the amount of $754,202.51 from legally available funds to UMB Bank, N.A., the paying agent for the Defeased Bonds, for application pursuant to the Supplemental Instruction Letter attached as Exhibit A.

15. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C., to file the information required by Section 37.850 of the Revised Statutes of Missouri, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has caused this Certificate to be signed by its duly authorized officers or signatories as of the day and year first above written.

	Signature	**Official Title**
	_____	Mayor
(SEAL)	_____	City Clerk

SCHEDULE 1 TO CITY'S CLOSING CERTIFICATE

APPLICATION OF ADMINISTRATIVE EXPENSE FUND CLOSING DEPOSIT

Description	Payee	Amount
Master Trust Bonds Expense	DNR (per Escrow Agreement)	$144,727.97
Local Bond Counsel Fee and Exp.	Gilmore & Bell, P.C.	52,500.00
Local Financial Advisor Fee	Piper Sandler & Co.	50,000.00
DNR Program Counsel Fee and Exp.	Gilmore & Bell, P.C.	7,500.00
Paying Agent Acceptance Fee	UMB Bank, N.A.	1,000.00
DNR Administrative Fee – 2010 Refunded Bonds[1]	DNR	9,049.75
DNR Administrative Fee – 2011 Refunded Bonds[1]	DNR	47,383.00
DNR Administrative Fee – 2014 Refunded Bonds[1]	DNR	5,251.25
DNR Administrative Fee – 2009 Defeased Bonds[1]	DNR	1,975.25
Prior Paying Agent Fee – 2010 Refunded Bonds[1]	UMB Bank, N.A.	548.63
Prior Paying Agent Fee – 2011 Refunded Bonds[1]	UMB Bank, N.A.	2,970.91
Prior Paying Agent Fee – 2014 Refunded Bonds[1]	UMB Bank, N.A.	548.63
Prior Paying Agent Fee – 2009 Defeased Bonds[1]	UMB Bank, N.A.	548.63
Total		$324,004.02

[1] Fees calculated through June 28, 2021.

EXHIBIT A TO CITY'S CLOSING CERTIFICATE

SUPPLEMENTAL INSTRUCTION LETTER

CITY OF JOPLIN, MISSOURI

SEWERAGE SYSTEM REFUNDING REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

and

CASH DEFEASANCE OF SEWERAGE SYSTEM REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – ARRA)
SERIES 2009 (LOAN NO. C295529-01)

1. **City Wire.** On or prior to June 28, 2021, the City of Joplin, Missouri (the "City"), shall transfer in immediately available funds the sum of **$754,202.51 to UMB Bank, N.A.**, as paying agent for the Defeased Bonds (the "Defeased Bonds Paying Agent"), as follows:

Bank Name: UMB Bank, N.A.
ABA Routing No: 101 000 695
BNF Name: Trust Operations/CT-STL
BNF Acct: _____
Reference/FBO: _____
Attn: _____

2. **DNR Wire.** On June 28, 2021, DNR shall transfer, in immediately available funds, the sum of **$24,121,328.53 to UMB Bank, N.A.**, as paying agent and escrow agent (the "Paying Agent"), under the Escrow Trust Agreement dated as of June 1, 2021, between the Paying Agent and the City (the "Escrow Agreement"), in accordance with instructions on file with DNR and the Paying Agent, for deposit as follows:

(a) $23,797,324.51 into the Prepayment Fund; and
(b) $324,004.02 into the Administrative Expense Fund.

3. **UMB Transfers/Wires.** On June 28, 2021, following the receipt of the funds outlined above and confirmation from Program Bond Counsel that the transaction is closed, the Paying Agent, the Defeased Bonds Paying Agent and UMB Bank, N.A., as paying agent for the Refunded Bonds (the "Refunded Bonds Paying Agent") shall make the following transfers:

(a) The Defeased Bonds Paying Agent shall transfer, in immediately available funds, the sum of **$795,849.29** (consisting of $41,646.78 of City funds previously on deposit with the Defeased Bonds Paying Agent and $754,202.51 of funds received from the City pursuant to Paragraph No. 1 above) **to DNR, the record owner of the Defeased Bonds,** in accordance with instructions on file with DNR and the Defeased Bonds Paying Agent, and applied to the payment and redemption of the Defeased Bonds.

(b) The Paying Agent shall transfer, in immediately available funds, the sum of **$23,797,324.51** from amounts on deposit in the Prepayment Fund **to the Refunded Bonds Paying Agent**.

(c) The Refunded Bonds Paying Agent shall transfer, in immediately available funds, the sum of **$24,872,300.04** (consisting of $1,074,975.53 of City funds previously on deposit with the Refunded Bonds Paying Agent and $23,797,324.51 of funds received from the Paying Agent pursuant to Paragraph No. 3(b) above) **to DNR, the record owner of the Refunded Bonds,** in accordance with instructions on file with DNR and the Refunded Bonds Paying Agent, and applied to the payment and redemption of the Refunded Bonds.

(d) The Paying Agent will disburse amounts on deposit in the Administrative Expense Fund to the payees set forth in Schedule 1 to the City's Closing Certificate.

*** * ***

EXHIBIT B TO CITY'S CLOSING CERTIFICATE

SOURCES AND USES

CITY OF JOPLIN, MISSOURI

SEWERAGE SYSTEM REFUNDING REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

and

CASH DEFEASANCE OF SEWERAGE SYSTEM REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM – ARRA)
SERIES 2009 (LOAN NO. C295529-01)

Following is a summary of the anticipated sources and uses of funds in connection with the issuance of the Bonds, the redemption of the Refunded Bonds and the cash defeasance of the Defeased Bonds:

Sources of Funds:

Proceeds of the Bonds	$24,121,328.53
Cash Contribution from the City for Cash Defeasance	754,202.51
City Funds on Deposit with Paying Agent for Prior Bonds	1,116,622.31
Total Sources of Funds	$25,992,153.35

Uses of Funds:

Deposit to the Administrative Expense Fund[1]	$ 324,004.02
Redemption of 2010 Refunded Bonds - Principal	3,619,900.00
Redemption of 2010 Refunded Bonds - Accrued Interest[2]	26,340.81
Redemption of 2011 Refunded Bonds - Principal	18,953,200.00
Redemption of 2011 Refunded Bonds - Accrued Interest[2]	158,417.16
Redemption of 2013 Refunded Bonds - Principal	2,100,500.00
Redemption of 2013 Refunded Bonds - Accrued Interest[2]	13,942.07
Cash Defeasance of Defeased Bonds - Principal	790,100.00
Cash Defeasance of Defeased Bonds - Accrued Interest[2]	5,749.29
Total Uses of Funds	$25,992,153.35

* * *

[1] Disbursed to the payees set forth on Schedule 1 to the City's Closing Certificate.
[2] Calculated through the redemption date (June 28, 2021).

LETTER OF INSTRUCTIONS TO REDEEM BONDS
OF THE CITY OF JOPLIN, MISSOURI

June 28, 2021

UMB Bank, N.A., Paying Agent
2 South Broadway, 6th Floor
St. Louis, Missouri 63102
Attention: Karie Puleo, Corporate Trust Department

Missouri Department of Natural Resources
Water Protection Program
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Hannah Humphrey, Director, Financial Assistance Center

Re: Letter of Instructions to Redeem Bonds - City of Joplin, Missouri (1) Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2009 (the "Series 2009 Bonds"), (2) Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2010 (the "Series 2010 Bonds"), (3) Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2011A (the "Series 2011A Bonds"), and (4) Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2014 (the "Series 2014 Bonds")

Dear Ms. Puleo and Ms. Humphrey:

The Missouri Department of Natural Resources ("DNR"), in cooperation with the Clean Water Commission of the State of Missouri, has previously approved several loans to the City of Joplin, Missouri (the "City") for the purpose of providing financing for improvements to the City's wastewater treatment facilities, said loans being evidenced by the following bonds of the City (collectively, the "Refunded Bonds"):

Name of Bond Issue/Loan No.	Dated Date	Principal Amount Authorized	Principal Amount Finally Issued	Principal Amount Outstanding
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 (C295548-01)	January 26, 2010	Not to Exceed $6,000,000	$5,717,977.20	$3,619,900
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2011A (C295548-02)	January 26, 2011	Not to Exceed $26,000,000	$25,733,837.78	$18,953,200
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2014 (C295548-03)	October 27, 2014	Not to Exceed $3,282,000	$2,795,213.98	$2,100,500

DNR has also previously approved a loan to the Village of Silver Creek, Missouri (the "Village") evidenced by the following bonds of the Village, which were acquired and fully assumed by the City following the annexation of the Village by the City on January 1, 2013 (the "Defeased Bonds" and, together with the Refunded Bonds, the "Prior Bonds"):

Name of Bond Issue/Loan No.	Dated Date	Principal Amount Authorized	Principal Amount Finally Issued	Principal Amount Outstanding
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009 (C295529-01)	December 18, 2009	$1,406,800	$1,406,800	$790,100

As Paying Agent and as sole Bondowner, respectively, with respect to the Prior Bonds, you are hereby notified that the City has determined to redeem and defease on June 28, 2021, all of the outstanding Prior Bonds. You are hereby instructed to take such action as may be necessary in order to effect the redemption and payment of said Prior Bonds on June 28, 2021.

Please acknowledge your receipt hereof by signing at the bottom of this letter and return a copy of this letter to the City's local bond counsel as follows: Sid Douglas, Esq., Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108.

Please call Mr. Douglas at (816) 218-7533 if you have any questions concerning these instructions.

Very truly yours,

CITY OF JOPLIN, MISSOURI

By: _____

Title: Mayor

Acknowledged and agreed to this 28th day of June, 2021.

UMB BANK, N.A., as Paying Agent

By: _____
Title: Authorized Officer

DNR hereby consents to the redemption of the Prior Bonds and waives any additional or subsequent notification of such redemption required by the ordinances authorizing the Prior Bonds.

Dated: June 28, 2021.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: _____
Title: Director, Financial Assistance Center

DNR'S LETTER OF INSTRUCTIONS TO PAYING AGENT FOR PRIOR BONDS

1. Pursuant to 10 CSR 20-4.010, 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, the Missouri Department of Natural Resources ("DNR") in cooperation with the Clean Water Commission of the State of Missouri (the "Commission"), has developed and implemented the State of Missouri Direct Loan Program (the "Direct Loan Program") for the purpose of making loans and grants to political subdivisions and other eligible entities of the State of Missouri (the "Direct Loan Program").

2. The Commission has previously approved several loans to the City of Joplin, Missouri (the "City") for the purpose of providing financing for improvements to the City's wastewater treatment facilities, said loans being evidenced by the following bonds of the City (collectively, the "Refunded Bonds"):

Name of Bond Issue/Loan No.	Dated Date	Principal Amount Authorized	Principal Amount Finally Issued	Principal Amount Outstanding
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 (C295548-01)	January 26, 2010	Not to Exceed $6,000,000	$5,717,977.20	$3,619,900
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2011A (C295548-02)	January 26, 2011	Not to Exceed $26,000,000	$25,733,837.78	$18,953,200
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2014 (C295548-03)	October 27, 2014	Not to Exceed $3,282,000	$2,795,213.98	$2,100,500

3. The Commission has also previously approved a loan to the Village of Silver Creek, Missouri (the "Village") evidenced by the following bonds of the Village, which was acquired and fully assumed by the City following the annexation of the Village by the City on January 1, 2013 (the "Defeased Bonds" and collectively, with the Refunded Bonds, the "Joplin Bonds"):

Name of Bond Issue/Loan No.	Dated Date	Principal Amount Authorized	Principal Amount Finally Issued	Principal Amount Outstanding
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2009 (C295529-01)	December 18, 2009	$1,406,800	$1,406,800	$790,100

4. DNR is the sole registered owner of the Joplin Bonds.

5. Pursuant to Section 301 of each ordinance authorizing the Joplin Bonds, the City has exercised its option to redeem all of the outstanding Joplin Bonds on June 28, 2021 by causing the deposit of funds, together with funds currently on deposit with the Paying Agent, in an amount sufficient to pay the

redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption with the Paying Agent (collectively, the "Joplin Prepayment Funds").

6. Upon receipt of the Joplin Prepayment Funds, the Paying Agent is hereby irrevocably instructed to apply the Joplin Prepayment Funds to the redemption of the Joplin Bonds and transfer the Joplin Prepayment Funds to DNR in accordance with the Supplemental Instruction Letter attached as Exhibit A to the Participant's Closing Certificate.

7. Upon DNR's receipt of funds pursuant to Section 6, said funds shall be deposited into The Water and Wastewater Loan Revolving Fund and applied pursuant to the regulations and policies established for said fund.

Dated: June 28, 2021.

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: _____
Title: Director, Financial Assistance Center

Acknowledged and agreed to this 28th day of June, 2021.

UMB BANK, N.A., as Paying Agent

By: _____
Title: Authorized Officer

June 28, 2021

Mayor and City Council
City of Joplin, Missouri

Missouri Department of Natural Resources
Jefferson City, Missouri

Re: Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021 of the City of Joplin, Missouri

Ladies and Gentlemen:

We have acted as bond counsel to the City of Joplin, Missouri (the "*City*"), in connection with the issuance of the above-captioned bonds in the maximum principal amount of $24,121,328.53 (the "*Bonds*"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds are issued pursuant to an Ordinance adopted by the governing body of the City (the "*Ordinance*"). Capitalized terms used and not otherwise defined in this opinion have the meanings assigned to those terms in the Ordinance.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The City is validly existing as a political subdivision of the State of Missouri (the "*State*") with the power to adopt the Ordinance, perform the agreements on its part contained therein, and issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are valid and legally binding special obligations of the City.

3. The Bonds are payable solely from the Net Revenues of the System. The Bonds do not constitute general obligations of the City and do not constitute an indebtedness of the City within the meaning of any constitutional, charter or statutory provision, limitation or restriction. The taxing power of the City is not pledged to the payment of the Bonds.

4. The Ordinance has been duly adopted by the governing body of the City and constitutes a valid and legally binding obligation of the City enforceable against the City. The Ordinance creates a valid lien on the Net Revenues pledged by the Ordinance for the security of the Bonds on a parity with other bonds, if any, issued or to be issued as Parity Bonds under the Ordinance.

5. The Purchase Agreement and the Escrow Agreement have been duly authorized, executed and delivered by the City and are valid and legally binding agreements of the City, enforceable against the City in accordance with their respective terms.

We express no opinion regarding the accuracy, completeness or sufficiency of any offering material relating to the Bonds. Further, we express no opinion regarding the perfection or priority of the lien on the Net Revenues pledged under the Ordinance or tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Ordinance, the Purchase Agreement and the Escrow Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

RECEIPT FOR BONDS AND CLOSING CERTIFICATE

City of Joplin, Missouri
Sewerage System Refunding Revenue Bonds
(State of Missouri – Direct Loan Program)
Series 2021

I, the undersigned, hereby certify that I am a duly appointed and authorized officer of the Missouri Department of Natural Resources ("DNR"), and as such I am familiar with the books and records of DNR. In connection with the purchase by DNR of the above-referenced bonds (the "Bonds") of the City of Joplin, Missouri (the "City") pursuant to the Purchase Agreement (the "Purchase Agreement") between the City and DNR, I hereby further certify, as of the Closing Date (as defined in the Purchase Agreement), as follows:

1. Receipt for Bonds. DNR has received the Bonds, consisting of one fully-registered Bond numbered R-1 in the maximum principal amount set forth on the Bond. The Bonds have been signed by the duly authorized officers of the City, with the City's official seal affixed or imprinted thereon, and have been authenticated by the manual signature of an authorized officer or signatory of UMB Bank, N.A., as Paying Agent.

2. Execution of Purchase Agreement. The Purchase Agreement has been duly executed and delivered in the name and on behalf of DNR by the undersigned. The Purchase Agreement has not been amended, modified or rescinded and remains in full force and effect as of the date hereof.

3. Satisfaction of Purchase Agreement Requirements. DNR has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to DNR pursuant to the Purchase Agreement prior to or on the date of the delivery of the Bonds (except to the extent DNR has waived or consented to modification of certain provisions thereof), and the City has in all respects complied with and satisfied all of its obligations to DNR that are required under the Purchase Agreement to be complied with and satisfied on or before the date hereof.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: _____
Title: Authorized Officer

PAYING AGENT'S CLOSING CERTIFICATE

$24,121,328.53
City of Joplin, Missouri
Sewerage System Refunding Revenue Bonds
(State of Missouri – Direct Loan Program)
Series 2021

The undersigned, UMB Bank, N.A. (the "Paying Agent"), as escrow agent and paying agent under the Escrow Trust Agreement (the "Escrow Agreement"), entered into between the Paying Agent and the City of Joplin, Missouri (the "City"), in connection with the issuance of the above-referenced bonds (the "Bonds") pursuant to the ordinance authorizing the Bonds adopted by the governing body of the City (the "Ordinance"), does hereby certify as of the Closing Date (as defined in the Purchase Agreement between the City and the Missouri Department of Natural Resources) as follows:

1. Power and Authority of Paying Agent. The Paying Agent is a national banking association with trust powers, duly organized, validly existing and in good standing under the laws of the United States of America. The Paying Agent is authorized and empowered to execute and deliver the Escrow Agreement and has full power and authority to act as escrow agent and paying agent as provided in the Escrow Agreement. The Paying Agent accepts the appointment as the escrow agent and paying agent by the City and hereby accepts the duties and obligations imposed upon it by the Ordinance and the Escrow Agreement.

2. Authentication of Bonds. Pursuant to and in accordance with the provisions of the Ordinance, prior to the delivery of the Bonds, the Certificate of Authentication on the Bonds so delivered was signed on behalf of the Paying Agent by a duly elected or appointed, qualified and acting officer or signatory of the Paying Agent, duly authorized to perform the acts referred to in this paragraph.

3. Execution of Escrow Agreement. The Escrow Agreement has been duly executed on behalf of the Paying Agent by its duly authorized officer, and said person was at the time of the execution of the Escrow Agreement, and is now, the duly elected or appointed, qualified and acting incumbent of his or her respective office, and duly authorized to perform the acts referred to in this paragraph.

4. Receipt of Documents. The Paying Agent hereby acknowledges receipt of the documents referred to in Section 3.1 of the Purchase Agreement that are required thereby to be filed with the Paying Agent prior to or simultaneously with the delivery of the Bonds to the purchaser thereof.

UMB BANK, N.A., as Paying Agent

By: _____
Title: Vice President

EXCERPT OF MINUTES OF MEETING

The City Council of the City of Joplin, Missouri, met in regular session on June 7, 2021, at 6:00 p.m., at the City Hall in Joplin, Missouri, and the following officials were present or absent as indicated:

	Present/Absent
Ryan Stanley, Mayor	_____
Keenan Cortez, Mayor Pro Tem	_____
Christina Williams, Councilmember	_____
Doug Lawson, Councilmember	_____
Anthony Monteleone, Councilmember	_____
Gary Shaw, Councilmember	_____
Charles Copple, Councilmember	_____
Phil Stinnett, Councilmember	_____
Diane Reid Adams, Councilmember	_____
Barbara Gollhofer, City Clerk	_____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * * *

(Other Proceedings)

* * * * * * *

The matter of authorizing the issuance and delivery of the City's Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021, came on for consideration and was discussed.

Councilmember _____ introduced Bill No. _____, being for an Ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF $24,121,328.53 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REFUNDING REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2021 OF THE CITY OF JOPLIN, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR PAYMENT; AND PRESCRIBING OTHER RELATED MATTERS.

The City Clerk reported that copies of the proposed ordinance had been made available for public inspection prior to the time the Bill was introduced and under consideration by the City Council.

On motion duly made and seconded, the Bill was placed on its first reading and was read by title, considered and discussed, and, thereupon, was duly passed.

On motion duly made and seconded, the Bill was placed on its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, the vote thereon being as follows:

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared the Bill duly passed.

* * * * * * *

(Other Proceedings)

* * * * * * *

[Remainder of Page Intentionally Left Blank]

There being no other business to come before the City Council at this time, upon motion duly made, seconded and carried, the meeting thereupon was adjourned.

_____

(SEAL) City Clerk

GILMORE & BELL, P.C.
DRAFT – MAY 25, 2021
FOR DISCUSSION PURPOSES ONLY

ESCROW TRUST AGREEMENT

Dated as of June 1, 2021

by and between the

CITY OF JOPLIN, MISSOURI

and

UMB BANK, N.A.,
as paying agent and escrow agent

relating to

$24,121,328.53
SEWERAGE SYSTEM REFUNDING REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

OF THE

CITY OF JOPLIN, MISSOURI

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this "Escrow Agreement") is entered into as of June 1, 2021, between the CITY OF JOPLIN, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the "Participant"), and UMB BANK, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out by virtue of the laws of the United States of America, as paying agent and escrow agent (the "Paying Agent"). Terms not otherwise defined in the Recitals or Section 1 of this Escrow Agreement have the meanings set forth in the below-defined Purchase Agreement.

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, the Missouri Department of Natural Resources ("DNR"), in cooperation with the Clean Water Commission of the State of Missouri (the "Commission"), has developed and implemented the State of Missouri Direct Loan Program (the "Direct Loan Program") and has stated its intent to make loans and grants to political subdivisions of the State of Missouri.

2. The Commission has previously approved several loans to the Participant for the purpose of providing financing for improvements to the Participant's wastewater treatment facilities (collectively, the "Prior Loans"), said loans being evidenced by the following bonds of the Participant (collectively, the "Refunded Bonds"):

Name of Bond Issue/Loan No.	Dated Date	Principal Amount Authorized	Principal Amount Finally Issued	Principal Amount Outstanding
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 (C295548-01)	January 26, 2010	Not to Exceed $6,000,000	$5,717,977.20	$3,619,900
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2011A (C295548-02)	January 26, 2011	Not to Exceed $26,000,000	$25,733,837.78	$18,953,200
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2014 (C295548-03)	October 27, 2014	Not to Exceed $3,282,000	$2,795,213.98	$2,100,500

3. The Participant, with the consent of DNR, has exercised its option to prepay all of the outstanding Prior Loans.

4. DNR and the Participant have entered into a Purchase Agreement dated as of June 1, 2021 (the "Purchase Agreement") for the purpose of approving a new loan (the "Loan") to provide funds to refinance the improvements originally financed with the Prior Loans (collectively, the "Prior Project" as further described in the Purchase Agreement) and setting forth their covenants and agreements respecting the application of the net proceeds of the Loan to refinance the Prior Project and in satisfaction of the obligations

of DNR under the Federal Act and EPA guidance to preserve The Water and Wastewater Loan Fund in perpetuity.

5. The Loan will be evidenced by the Bonds of the Participant as further described in the Purchase Agreement.

6. As a condition to the execution and delivery of the Purchase Agreement, DNR has required that the Participant enter into this Escrow Agreement with the Paying Agent.

AGREEMENT

Section 1. Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Escrow Agreement, in the Purchase Agreement and in the Ordinance, capitalized words and terms have the following meanings in this Escrow Agreement:

"Account" means any of the accounts established by Section 4.

"Administrative Expense Fund" means the Fund so designated and established by Section 4. The Administrative Expense Fund does not constitute part of the Direct Loan Program.

"Bonds" means the Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021, issued by the Participant pursuant to the Ordinance.

"Business Day" means any day other than a Saturday, a Sunday or any other day on which banking institutions in the State are either authorized or required to be closed.

"Debt Service Fund" means the Fund so designated and established by Section 4.

"Fund" means any of the funds established by Section 4.

"Interest Account" means the Interest Account established within the Repayment Fund.

"Paying Agent's Fee" means (i) an initial one-time fee of $1,000 payable on the date of issuance of the Bonds, plus (ii) a semiannual fee of 0.015% of the outstanding principal amount of the Bonds as of the Closing Date and the Business Day preceding each Interest Payment Date (but not less than $525), for the Paying Agent's fees and ordinary expenses (excluding any extraordinary fees and expenses), for services performed as paying agent and escrow agent under this Escrow Agreement and the Ordinance, as applicable. The amount described in clause (ii) is payable semiannually in arrears on each Interest Payment Date.

"Prepayment Fund" means the Fund so designated and established by Section 4.

"Principal Account" means the Principal Account established within the Repayment Fund.

"Quarterly Payment" means each quarterly payment to be made by the Participant to the Paying Agent under Section 502(a)(2) of the Ordinance.

"Repayment Fund" means the Fund so designated and established by Section 4. The Repayment Fund does not constitute part of the Direct Loan Program.

Section 2. DNR Actions. All approvals, notices, consents and other actions of DNR under the Purchase Agreement (other than the execution of the Purchase Agreement and any amendments thereto) will

be executed by the Director, Financial Assistance Center, Water Protection Program of DNR or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent.

Section 3. Receipt of Documents. The Paying Agent hereby acknowledges receipt of a certified copy or executed counterpart of each of the Purchase Agreement and the Ordinance. Reference or citation in this Escrow Agreement to any provisions of the Purchase Agreement or the Ordinance will incorporate the same as a part of this Escrow Agreement in the same manner and with the same effect as if they were fully set forth in this Escrow Agreement. On the Closing Date, the Participant will cause the documents described in Section 3.1 of the Purchase Agreement to be delivered to the Paying Agent.

Section 4. Establishment of Funds and Accounts. There are hereby created and established with the Paying Agent the following special and irrevocable separate trust funds and accounts, each of which will be held by the Paying Agent under this Escrow Agreement:

(a) the Debt Service Fund;

(b) the Prepayment Fund;

(c) the Repayment Fund, consisting of a Principal Account and an Interest Account; and

(d) the Administrative Expense Fund.

Section 5. Deposits of Bond Proceeds. On the Closing Date, proceeds of the Purchase Price Installment in the amount of $24,121,328.53 will be deposited by the Paying Agent as follows: (a) $23,797,324.51 in the Prepayment Fund, and (b) $324,004.02 in the Administrative Expense Fund. All amounts on deposit in the Prepayment Fund shall be transferred by the Paying Agent, without further authorization, on the Closing Date in accordance with the Supplemental Instruction Letter attached as Exhibit A to the Participant's Closing Certificate.

Section 6. Debt Service Fund.

(a) There will be deposited in the Debt Service Fund moneys to be transferred from the Prepayment Fund and the Principal Account and the Interest Account of the Repayment Fund pursuant to Sections 7 and 8 on the dates and in the following order of priority:

(1) First, on each Interest Payment Date, from the Prepayment Fund the investment earnings on moneys in the Prepayment Fund;

(2) Second, on each Principal Payment Date, from the Principal Account of the Repayment Fund all moneys in the Principal Account to be applied solely to the payment of the principal component of the Bond Debt Service; and

(3) Third, on each Interest Payment Date, to the extent moneys in the Debt Service Fund are not sufficient to pay the Bond Debt Service, from the Interest Account of the Repayment Fund an amount equal to such deficiency.

(b) Except as provided in (d) below, moneys on deposit in the Debt Service Fund will be applied solely to pay the Bond Debt Service as the same becomes due and payable. On each date fixed for redemption of the Bonds, each Principal Payment Date and each Interest Payment Date, the Paying Agent will remit to

the Owner an amount from the Debt Service Fund equal to the Bond Debt Service due and payable on such date.

(c) No later than the 15th day of the month after each Interest Payment Date, the Paying Agent will provide a written notice to the Participant of the amount remaining in the Debt Service Fund and the Interest Account of the Repayment Fund, which will constitute a credit against the Bond Payments in accordance with Section 502(a)(2)(A) of the Ordinance.

(d) Moneys remaining in the Debt Service Fund at the close of business on the date on which the Bonds are paid in full will be transferred to the Participant.

Section 7. Prepayment Fund.

(a) The Paying Agent will deposit in the Prepayment Fund the amount specified in Section 5.

(b) Investment earnings on moneys held in the Prepayment Fund, if any, will be deposited into the Prepayment Fund and then transferred to the Debt Service Fund pursuant to Section 6.

Section 8. Repayment Fund.

(a) The Paying Agent will deposit (i) in the Principal Account of the Repayment Fund, the principal component of each Quarterly Payment and any other moneys received from the Participant for deposit in the Principal Account, and (ii) in the Interest Account of the Repayment Fund, the balance of the Quarterly Payment and any other moneys received from the Participant for deposit in the Interest Account.

(b) Moneys in the Repayment Fund will be disbursed at the times, in the amounts and in the priority, as follows:

(1) First, on each Principal Payment Date, from the Principal Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(2);

(2) Second, on each Interest Payment Date or date on which interest is payable as a result of a redemption of the Bonds, from the Interest Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(3); and

(3) Third, upon the payment in full of the principal of and interest on the Bonds, all moneys remaining on deposit in the Repayment Fund to the Participant in accordance with Section 4.3 of the Purchase Agreement.

Section 9. Administrative Expense Fund. There will be deposited in the Administrative Expense Fund the amount set forth in Section 5 and such amounts as are received from the Participant for the payment of the Administrative Fee as provided in Section 502 of the Ordinance. On the Closing Date, the Paying Agent will disburse from the Administrative Expense Fund the amounts to the payees as set forth in Schedule 1 to the Participant's Closing Certificate delivered on the Closing Date. The Master Trust Bonds Expense will be transferred to the Master Trustee at the written direction of DNR or as DNR may otherwise direct in writing. The Paying Agent will promptly disburse the Administrative Fee to DNR.

Section 10. Reserved.

Section 11. Investments. Moneys in the Prepayment Fund, the Debt Service Fund and the Repayment Fund will at all times be invested by the Paying Agent in Investment Securities at the written

direction of the Participant, provided such Investment Securities will mature at such times and in such amounts as will make cash available for the purposes of such Funds and Accounts as needed. Net investment earnings on the Accounts of each Fund will be credited to such Accounts except that investment earnings on the Principal Account of the Repayment Fund will be deposited in the Interest Account of the Repayment Fund. If an investment is purchased at a premium above par, net earnings on such investment will be deemed to exclude the amount paid that is more than the principal paid upon maturity or sale. If an investment is purchased at a discount, net earnings are deemed to include the amount paid in excess of the discounted purchase price upon maturity or redemption of such investment, at the time such principal amount is received. The term "net earnings" means aggregate earnings less aggregate losses from investments during the applicable period, less any transaction fees incurred in purchasing or selling investments.

Section 12. Assignment of Moneys and Investment Securities. The Participant assigns and pledges to the Paying Agent its right, title and interest in the moneys and Investment Securities hereunder, and all earnings thereon, until used and applied in accordance with this Escrow Agreement for the benefit and security of the Owner to secure (i) the payment of the principal of and interest on the Bonds when due, (ii) the payment of all sums due under this Escrow Agreement and the Purchase Agreement in the manner herein and therein described, and (iii) the punctual performance by the Participant of all of its obligations under the terms and provisions of this Escrow Agreement, the Ordinance and the Purchase Agreement. The matured principal of and earnings on the Investment Securities and any cash in the Funds and Accounts are hereby pledged and assigned and will be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds, except as otherwise expressly provided herein.

Section 13. Acceptance of the Trusts. The Paying Agent accepts the duties and obligations imposed upon it by this Escrow Agreement, and agrees to perform the trusts but only upon and subject to the following express terms and conditions, and no implied covenants or obligations will be read into this Escrow Agreement against the Paying Agent:

(a) The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Escrow Agreement. The Paying Agent will exercise such of the rights and powers vested in it by this Escrow Agreement and use the same degree of care and skill in their exercise as a prudent corporate trustee under reasonably similar circumstances would exercise or use under the circumstances.

(b) The Paying Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, employees or such other professionals as may be reasonably necessary but will be answerable for the conduct of the same if not selected in accordance with the standard specified above, and will be entitled to act upon the opinion or advice of its counsel concerning all matters of trust hereof and the duties hereunder, and, subject to the provisions of Sections 6, 7 and 8, may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, employees and such other professionals as may reasonably be employed in connection with the trusts hereof. The Paying Agent may act or refrain from acting upon the advice or an opinion of counsel, who may be an employee of the Paying Agent, and will not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith in reliance upon any such advice or opinion of counsel.

(c) The Paying Agent will not be responsible for any recital herein or in the Ordinance or Purchase Agreement, or for the validity of the execution by the Participant of this Escrow Agreement or for any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, and the Paying Agent will not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Participant in connection with the matters referred to in this Escrow Agreement, except as hereinafter set forth,

and the Paying Agent will not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

(d) The Paying Agent may engage in or be interested in any financial or other transaction with the Participant.

(e) The Paying Agent will be protected in acting upon any notice, request, consent, certificate, order, affidavit, opinion of counsel, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Paying Agent will be entitled to rely upon a certificate signed on behalf of the Participant by the Authorized Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Paying Agent has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, the Paying Agent will also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but will in no case be bound to secure the same. The Paying Agent may accept a certificate of the Authorized Representative to the effect that an ordinance in the form therein set forth has been adopted by the Participant as conclusive evidence that such ordinance has been duly adopted and is in full force and effect.

(g) The permissive right of the Paying Agent to do things enumerated in this Escrow Agreement will not be construed as a duty and the Paying Agent will not, except as provided in subsection (a) of this Section, be answerable for other than its negligence or willful misconduct.

(h) The Paying Agent will not be required to take notice or be deemed to have notice of any default hereunder except failure by the Participant to cause to be made any of the payments to the Paying Agent required to be made by or on behalf of the Participant pursuant to this Escrow Agreement, the Ordinance or the Purchase Agreement unless the Paying Agent will be specifically notified in writing of such default by the Participant or DNR; and all notices or other instruments required by this Escrow Agreement to be delivered to the Paying Agent, must, in order to be effective, be delivered at the principal corporate trust office of the Paying Agent and in the absence of such notice so delivered the Paying Agent may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times the Paying Agent, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives will have the right, but will not be required, to inspect all books, papers and records of the Participant pertaining to the Purchase Agreement and this Escrow Agreement, and to make copies thereof and take such memoranda therefrom and in regard thereto as may be desired.

(j) The Paying Agent will not be required to give any bond or surety in respect of the execution of the trusts and powers under this Escrow Agreement.

(k) Notwithstanding anything elsewhere in this Escrow Agreement contained, the Paying Agent will have the right, but will not be required, to demand, in respect to the withdrawal of any cash or any action whatsoever within the scope of this Escrow Agreement, any showings, certificates, opinions, appraisals or other information, or action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action, deemed by the Paying Agent desirable for

the purpose of establishing the right of the Participant to the withdrawal of any cash or the taking of any other action by the Paying Agent.

(l) Before taking any action under this Escrow Agreement other than any action under Sections 6, 7 and 8, the Paying Agent may, in its discretion, require that satisfactory indemnity be furnished to it by the Owner or other parties for the reimbursement of all expenses which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken. Notwithstanding the foregoing, any indemnity provided hereunder by the Owner or other parties shall be limited to the extent permitted by law.

(m) All moneys received by the Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Escrow Agreement or law. The Paying Agent will not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) Pursuant to Section 34.600 of the Revised Statutes of Missouri (the "Anti-Boycott Act"), the Paying Agent hereby certifies to the Participant and DNR that the Paying Agent (including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Paying Agent) is not currently engaged in and shall not, for the duration of this Escrow 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 within the meaning of the Anti-Boycott Act. The foregoing certification shall not be deemed an admission or agreement that the Anti-Boycott Act is applicable to this Escrow Agreement but the foregoing certification is provided if the Anti-Boycott Act is applicable. If the Anti-Boycott Act is initially deemed or treated as applicable to this Escrow Agreement but is subsequently determined not to apply to this Escrow Agreement for any reason including by reason of applicable federal law including, without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Boycott Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Boycott Act, then the foregoing certification shall cease and not exist.

Section 14. Records; Reporting Requirements.

(a) The Paying Agent's records related to activities performed under this Escrow Agreement are subject to audit and inspection by the State, the Comptroller General of the United States and the EPA in accordance with (i) the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance) and (ii) 2 CFR Part 200. The Paying Agent will maintain such financial transaction records in accordance with accounting principles generally accepted in the United States of America.

(b) The Paying Agent will provide monthly financial reports to DNR, with a copy of each monthly financial report to the Participant. Each financial report will cover financial activities during the preceding period. These reports will consist of financial transaction registers. Financial transaction register means a register of all financial transactions during the reporting period for each Fund and Account maintained under this Escrow Agreement. Each financial transaction register will identify the Bonds and contain, for each Fund and Account, a date, description and amount for all financial transactions and starting and ending balances.

Section 15. Obligations of Paying Agent Limited. In order to make the payments required by this Escrow Agreement, the Paying Agent is hereby authorized to redeem or otherwise dispose of Investment Securities in order to provide sufficient amounts to make such payments. The liability of the Paying Agent to make the payments required by this Escrow Agreement will be limited solely to the money and Investment Securities in the Funds and Accounts hereunder. The Paying Agent will not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Paying Agent will not be liable for the accuracy of the calculations as to the sufficiency of the Quarterly Payments to make the Bond Debt Service. So long as the Paying Agent applies the amounts in the Funds and Accounts as provided herein, the Paying Agent will not be liable for any deficiencies in the amounts necessary to pay the Bonds caused by such calculations. Notwithstanding the foregoing, the Paying Agent will not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Escrow Agreement.

Section 16. Fees, Charges and Expenses of the Paying Agent.

(a) The Participant will pay to the Paying Agent reasonable compensation for all services performed by the Paying Agent under this Escrow Agreement, and also the reasonable expenses, charges and other disbursements of the Paying Agent, and those of its attorneys, agents, employees and other professionals as may be reasonably incurred in and about the administration and execution of the trusts hereby created and performance of its powers and duties hereunder; provided that the total amount of the fees and charges for the ordinary services of the Paying Agent under this Escrow Agreement will not exceed the Paying Agent's Fees. Notwithstanding the preceding provisions of this Section, the Paying Agent will be entitled to reimbursement from the Participant of its reasonable out-of-pocket, legal or extraordinary fees, charges and expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement including, but not limited to, costs incurred for giving notice of the redemption of the Bonds. Claims for such reimbursement may be made to the Participant.

(b) Neither the Paying Agent nor any of its directors, officers or employees shall be liable to anyone for any action taken, or omitted to be taken, by it or any of its directors, officers or employees hereunder except in the case of negligence or willful misconduct. The Participant hereby covenants and agrees, to the extent permitted by law, to indemnify the Paying Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Paying Agent arising out of or in connection with this Escrow Agreement or with the administration of its duties hereunder including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against any claim of liability in the premises, unless such loss, liability or expense shall be caused by the Paying Agent's negligence or willful misconduct.

Section 17. Resignation or Removal of Paying Agent; Successor Paying Agent.

(a) The Paying Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the Participant and the Owner not less than 60 days prior to the date when the resignation is to take effect. Such resignation will take effect immediately upon the acceptance by the Participant and the Owner of the resignation, the appointment of a successor Paying Agent (which may be a temporary Paying Agent) by the Participant, with the prior written consent of the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the resigning Paying Agent.

(b) The Paying Agent may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owner and delivered to the Paying Agent and the Participant. The Paying Agent may also be removed by the Participant, with the prior written consent of the Owner, by an instrument or concurrent instruments in writing, signed by the Participant and delivered to the Paying Agent, if the Paying Agent fails to make timely payment on any Interest Payment Date or Principal Payment Date to DNR of the amounts required by Section 6 to be paid by it on such Interest Payment Date or Principal Payment Date or fails to perform its other duties or obligation hereunder. Any removal pursuant to this paragraph will become effective upon the appointment of a successor Paying Agent (which may be a temporary successor Paying Agent) by the Participant, with the prior written consent by the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the Paying Agent being removed.

(c) If the Paying Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Paying Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the Participant, with the prior written consent of the Owner, will appoint a temporary Paying Agent to fill such vacancy until a successor Paying Agent is appointed by the Participant, with the prior written consent of the Owner, in the manner above provided, and any such temporary Paying Agent so appointed by the Participant, with the prior written consent of the Owner, will immediately and without further act be superseded by the successor Paying Agent so appointed.

(d) If no appointment of a successor Paying Agent or a temporary successor Paying Agent has been made by DNR or the Participant, with the prior written consent of the Owner, pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Paying Agent has been given to the Participant and the Owner, the Owner or any retiring Paying Agent may apply to any court of competent jurisdiction for the appointment of a successor Paying Agent, and such court may thereupon, after such notice, if any, as it deems proper, appoint a successor Paying Agent.

(e) No successor Paying Agent will be appointed unless such successor Paying Agent (i) is a corporation with trust powers authorized to do business in the State and organized under the banking or corporate laws of the United States of America or the State, (ii) either (A) has at the time of appointment capital and surplus of not less than $10,000,000, or (B) is owned by a company that has at the time of appointment capital and surplus of not less than $10,000,000, and (iii) has assets under corporate trust management of not less than $500,000,000.

(f) Every successor Paying Agent appointed under this Escrow Agreement will execute, acknowledge and deliver to its predecessor and to the Participant and the Owner an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent without any further act, deed or conveyance will become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Paying Agent, the Participant or the Owner, execute and deliver an instrument transferring to such successor Paying Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Paying Agent will deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the Participant be required by any predecessor or successor Paying Agent for more fully and certainly vesting in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Participant.

(g) Any corporation into which the Paying Agent may be merged or consolidated, to which the Paying Agent sells all or substantially all of its corporate trust business, or that results from any merger, conversion, consolidation or reorganization involving the Paying Agent, will be the successor Paying Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto.

Section 18. Amendment. This Escrow Agreement is made for the benefit of the Participant and the Owner, and it will not be repealed, revoked, altered or amended without the written consent of the parties hereto and the Owner.

Section 19. Notices. All notices, filings and other communications will be given by first-class mail, postage pre-paid, or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

DNR:

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director, Financial Assistance Center

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Participant:

City of Joplin, Missouri
602 South Main Street
Joplin, Missouri 64801
Attention: Finance Director

Each party may change its address by giving written notice of the new address to the other parties.

Section 20. Payments Due on Other Than Business Day. If any Interest Payment Date, Principal Payment Date or other date for the payment of interest on or principal of the Bonds or any other payment is due hereunder is not a Business Day, then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on the scheduled date.

Section 21. Electronic Transactions. The transactions described in this Escrow Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 22. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Paying Agent or the Participant to be performed should be contrary to law, then such covenant or covenants or agreement or agreements will be deemed severable from the remaining covenants and agreements and will in no way affect the validity of the other provisions of this Escrow Agreement.

Section 23. Execution in Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which will be executed by the Paying Agent and the Participant and all of which will be regarded for all purposes as one original and will constitute and be but one and the same instrument.

Section 24. Survival. This Escrow Agreement, including all representations, warranties, covenants and obligations, will remain in effect until the Paying Agent and the Participant have fully performed all of its obligations hereunder.

Section 25. Applicable Law. This Escrow Agreement will be governed exclusively by the applicable laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

UMB BANK, N.A., as Paying Agent

By _____
Title: Vice President

CITY OF JOPLIN, MISSOURI

_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

GILMORE & BELL, P.C.
DRAFT – MAY 25, 2021
FOR DISCUSSION PURPOSES ONLY

PURCHASE AGREEMENT

Dated as of June 1, 2021

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF JOPLIN, MISSOURI

relating to

$24,121,328.53
SEWERAGE SYSTEM REFUNDING REVENUE BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2021

OF THE

CITY OF JOPLIN, MISSOURI

TABLE OF CONTENTS

Page

Parties 1
Recitals 1

ARTICLE I

DEFINITIONS

Section 1.1 Definitions 2
Section 1.2 Interpretation 4
Section 1.3 DNR Actions 5

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant 5
Section 2.2 Representations of DNR 9

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement 10
Section 3.2 Maximum Principal Amount of Loan 10
Section 3.3 Funding of Purchase Price Installment 10

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments 11
Section 4.2 Additional Payments 11
Section 4.3 Loan Prepayment 11
Section 4.4 Disposition of Remaining Moneys 11

ARTICLE V

TAX REPRESENTATIONS AND COVENANTS

Section 5.1 Meaning of Words and Terms 11
Section 5.2 General 12
Section 5.3 Authority and Purpose for Bonds 12
Section 5.4 Proceeds of Bonds; Other Sources 13
Section 5.5 Governmental Bond Tests and Related Requirements 13
Section 5.6 Sinking Funds 14
Section 5.7 No Replacement Funds 14
Section 5.8 Reimbursement of Expenditures 14

Section 5.9 Final Written Allocation 15
Section 5.10 Hedge Bonds 15
Section 5.11 Post-Issuance Compliance with Federal Tax Matters 15
Section 5.12 Records 15

ARTICLE VI

ASSIGNMENTS

Section 6.1 Assignment by DNR 16
Section 6.2 Assignment by the Participant 16

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default 16
Section 7.2 Notice of Default 17
Section 7.3 Remedies on Default 17
Section 7.4 Attorneys' Fees and Other Expenses 17
Section 7.5 Application of Moneys 17
Section 7.6 No Remedy Exclusive; Waiver; Notice 18

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Continuing Disclosure 18
Section 8.2 Effect of Breach 21
Section 8.3 Termination of Agreement 21
Section 8.4 Notices 21
Section 8.5 Exculpatory Provision 21
Section 8.6 Amendment 22
Section 8.7 Electronic Transactions 22
Section 8.8 Severability of Invalid Provisions 22
Section 8.9 Execution in Counterparts 22
Section 8.10 Applicable Law 22

Exhibit A. Reserved
Exhibit B. Federal Requirements
Exhibit C. Initial Form of Annual Compliance Checklist
Exhibit D. Authority's Tax Compliance Procedure

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of June 1, 2021, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns ("DNR"), and the CITY OF JOPLIN, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the "Participant"). Terms not otherwise defined in the Recitals or Section 1 of this Agreement have the meanings set forth in the below-defined Ordinance.

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri (the "Commission"), has developed and implemented the State of Missouri Direct Loan Program (the "Direct Loan Program") and has stated its intent to make loans and grants to political subdivisions of the State of Missouri.

2. The Commission has previously approved several loans to the Participant for the purpose of providing financing for improvements to the Participant's wastewater treatment facilities (collectively, the "Prior Loans"), said loans being evidenced by the following bonds of the Participant (collectively, the "Refunded Bonds"):

Name of Bond Issue/Loan No.	Dated Date	Principal Amount Authorized	Principal Amount Finally Issued	Principal Amount Outstanding
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 (C295548-01)	January 26, 2010	Not to Exceed $6,000,000	$5,717,977.20	$3,619,900
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2011A (C295548-02)	January 26, 2011	Not to Exceed $26,000,000	$25,733,837.78	$18,953,200
Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2014 (C295548-03)	October 27, 2014	Not to Exceed $3,282,000	$2,795,213.98	$2,100,500

3. The Participant, with the consent of DNR, has exercised its option to prepay all of the outstanding Prior Loans.

4. DNR and the Participant have entered into this Agreement for the purpose of approving a new loan (the "Loan") to provide funds to refinance the improvements originally financed with the Prior Loans (collectively, the "Prior Project" as further described in this Agreement) and setting forth their covenants and agreements respecting the application of the net proceeds of the Loan to refinance the Prior Project under the Direct Loan Program.

5. The Loan will be evidenced by the Bonds of the Participant delivered to DNR, as owner of the Bonds (the "Owner"), in the form authorized by the Ordinance of the Participant (the "Ordinance").

6. As a condition to the execution and delivery of this Agreement, DNR has required that the Participant enter into the Escrow Agreement dated as of June 1, 2021 (the "Escrow Agreement"), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the "Paying Agent").

7. The Participant has passed the User Charge Ordinance (as further defined below), the form of which has been reviewed and approved by DNR.

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement, including Articles V and VIII, and in the Ordinance, capitalized words and terms have the following meanings in this Agreement:

"Authorized Representative" means any person designated in writing by a certificate executed by the Participant and filed with the Paying Agent and DNR.

"Bond Counsel" means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing approved by a written instrument from DNR to the Participant and the Paying Agent.

"Bond Payments" means the amounts required to be paid by the Participant in repayment of the Bonds pursuant to Section 4.1.

"Bonds" means the Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021, issued by the Participant pursuant to the Ordinance.

"Business Day" means any day other than a Saturday, a Sunday or any other day that banking institutions in the State are authorized or required to be closed.

"Closing Date" means the date of the initial issuance and delivery of the Bonds.

"Costs of Issuance" means, collectively, the Master Trust Bonds Expense and other costs of issuing the Bonds as certified by the Participant.

"Disbursement" means the Purchase Price Installment and each amount advanced to or on behalf of the Participant from proceeds of the Prior Loans to pay Eligible Costs and costs of issuance related to the Refunded Bonds.

"Eligible Costs" means Prior Project Costs determined by DNR to be eligible under the Regulations and initially financed with the proceeds of the Prior Loans.

"EPA" means the Environmental Protection Agency.

"Escrow Agreement" means the Escrow Trust Agreement dated as of June 1, 2021, between the Participant and the Paying Agent, as supplemented, modified or amended in accordance with its terms.

"Event of Default" means an "Event of Default" as defined in Article VII.

"Federal Act" means the Federal Water Quality Act of 1987, 33 U.S.C. Section 1381, *et seq.*, as amended.

"Fiscal Year" means the fiscal year of the Participant, currently November 1 to October 31.

"Funding Sources" means the sources identified by DNR from time to time to fund the Loan, initially as described in Section 2.2.

"Ineligible Costs" means Prior Project Costs that were not Eligible Costs.

"Interest Period" means each six-month period from January 1 through June 30 and July 1 through December 31.

"Loan" means the loan by DNR to the Participant, funded from the Funding Sources in accordance with, and subject to the terms and conditions of, this Agreement. The Loan is evidenced by the Bonds.

"Master Trust Agreement" means the Amended and Restated Master Trust Agreement dated as of as of December 1, 2020, between the Authority (as defined in Section 5.1) and the Master Trustee, as amended, supplemented or restated from time to time.

"Master Trust Bonds" means bonds of the Authority at any time outstanding and secured under the Master Trust Agreement.

"Master Trust Bonds Expense" means the amount of $144,727.97, included in the amount deposited on the Closing Date in the Administrative Expense Fund.

"Master Trustee" means UMB Bank, N.A., St. Louis, Missouri, as master trustee under the Master Trust Agreement, and any successor master trustee pursuant to the Master Trust Agreement.

"Maximum Principal Amount" means $24,121,328.53.

"Ordinance" means the Ordinance of the Participant, passed on June 7, 2021, authorizing the issuance of the Bonds, as supplemented, modified or amended in accordance with its terms.

"Prior Project" means the acquisition, construction, improvement and equipping of certain wastewater facilities of the Participant further described as follows:

2010 Project:

Turkey Creek Wastewater Treatment Plant. Construction of an ultraviolet disinfection structure, sludge pumping facilities, three sludge holding tanks, an aerobic digester, a sludge thickener, a belt filter press and a sludge handling building to separate sludge handling capabilities; and replacement of existing tertiary filters.

2011 Project:

Phase 2 of the Turkey Creek Wastewater Treatment Plant. Construction of an ultraviolet disinfection structure, sludge pumping facilities, three sludge holding tanks, an aerobic digester, a sludge thickener, a belt filter press and a sludge handling building to separate sludge handling capabilities; and replacement of existing tertiary filters.

Shoal Creek Wastewater Treatment Plant. Activated sludge facilities, clarifiers, tertiary filtration, ultraviolet disinfection facilities, aerobic sludge digesters, gravity sludge thickener, sludge handling building with sludge pump and gravity belt thickener, and mechanical screens.

2014 Project:

Shoal Creek Wastewater Treatment Plant. The addition of tertiary filters including a building and disk filters; the addition of standby generators; and anaerobic digester covers work including the removal and disposal of sludge, inspection of the covers and either repair or replacement of the digester covers.

Lone Elm Drainage Basin Collection System. The open-trench replacement and installation of approximately 6,000 linear feet of various diameter gravity sewer pipe, new manholes, the rehabilitation of approximately 1,750 linear feet of gravity sewer utilizing cured-in-place pipe, and the rehabilitation of manholes utilizing a cementitious liner.

The Prior Project also includes all changes agreed to in writing by the Participant and DNR.

"Prior Project Costs" means all costs or expenses that are necessary, incident or directly attributable to the Prior Project, consisting of Eligible Costs and Ineligible Costs, if any.

"Regulations" means 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, as amended.

"State" means the State of Missouri.

"Supplemental Agreement" means any agreement supplementing or amending this Agreement pursuant to Section 8.6.

"User Charge Ordinance" means Chapter 118, Article II, Division 6 of the Code of Ordinances, City of Joplin, Missouri, as amended, supplemented or replaced.

Section 1.2 Interpretation.

(a) The words "herein," "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision of this Agreement.

(b) References in this Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Agreement as originally executed.

(c) The Table of Contents and titles of articles and sections herein are for convenience of reference only and are not a part of this Agreement, and shall not define or limit the provisions of this Agreement.

(d) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(e) Words importing person shall include partnerships, limited liability companies, associations and corporations, including public bodies, as well as natural persons.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered that are contained in this Agreement.

(g) Any opinion of counsel required under this Agreement shall be a written opinion of such counsel.

(h) Wherever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(i) When used in this Agreement, "day" means "calendar day."

Section 1.3 DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement (other than the execution of this Agreement and any amendments hereto) will be executed by the Director, Financial Assistance Center, Water Protection Program ("WPP") of DNR or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant. The Participant represents to and covenants with DNR, as follows:

(a) Organization and Authority.

(i) The Participant is a home rule constitutional charter city duly created and validly existing under the laws of the State and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The Participant has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to carry on its activities relating to the System, to execute and deliver this Agreement, to issue the Bonds, to pledge the sources for repayment of the Loan and the Bonds under this Agreement, the Ordinance and the Bonds, and to carry out its agreements under this Agreement.

(iii) The proceedings of the Participant's Governing Body approving this Agreement and authorizing the Participant to undertake the refunding of the Refunded Bonds have been duly and lawfully passed.

(iv) This Agreement, the Bonds, the Ordinance and the User Charge Ordinance have been duly authorized, executed and delivered by the Participant, and constitute the legal, valid and binding obligations of the Participant enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(b) Full Disclosure. To the best knowledge of the Participant, after due investigation, there is no fact that the Participant has not disclosed to DNR in writing that materially and adversely affects or that will materially and adversely affect the properties or activities of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement.

(c) Pending Litigation. To the best knowledge of the Participant, after due investigation, there are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement, that have not been disclosed in writing to DNR.

(d) Compliance with Existing Laws and Agreements. The agreements of the Participant in this Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Participant or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an Event of Default. To the knowledge of the Participant, after due investigation, the Participant is not in violation of any agreement that would materially adversely affect the ability of the Participant to make all Bond Payments or otherwise observe and perform its agreements under this Agreement.

(f) Governmental Consent. To the best of its knowledge, the Participant has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the refunding of the Refunded Bonds or this Agreement. To the best of its knowledge, the Participant has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with this Agreement or with the refunding of the Refunded Bonds.

(g) Source for Repayment. The Participant has established a dedicated revenue source for the repayment of the Loan. The dedicated source of revenue includes a system of service rates, fees and charges or other sources of revenue established under the Ordinance and the User Charge Ordinance for such purpose.

(h) Performance Under Agreement. The Participant covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Agreement, including federal laws and executive orders referenced in Exhibit B to the extent applicable; and

(ii) to cooperate with DNR in the timely observance and performance of the respective agreements of the Participant and DNR under this Agreement.

(i) Reserved.

(j) Bid Solicitations for Prior Project. To the best of its knowledge, the Participant did not engage in business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" in violation of Code of Federal Regulations at Title 2, Part 180 in connection with the Prior Project.

(k) Buy American Iron and Steel Products. With respect to the portion of the Prior Project funded with the proceeds of Loan No. C295548-03, to the best of its knowledge, the Participant, as well as its contractors and subcontractors for said project, only utilized iron and steel products that were produced in the United States of America in a manner consistent with the United States' obligations under international agreements accordance with Sec. 608.(a) of the Federal Water Pollution Control Act.

(l) Performance and Payment Bonds. In connection with the Prior Project, the Participant required all contractors to post separate performance bonds, separate payment bonds or other security approved by DNR, each in the amount of the applicable bid.

(m) Disadvantaged Business Enterprises ("DBEs"). In accordance with the provisions of the documents for each of the Prior Loans, the Participant ensured that DBEs had the opportunity to compete as sources for the procurement of supplies, equipment, construction and services related to the Prior Project, including solicitation and "good faith efforts" obligations, and has complied with all MBE/WBE reporting requirements.

(n) Prevailing Wage. The Participant complied with all applicable prevailing wage requirements for the Prior Project in accordance with the provisions of the documents for each of the Prior Loans.

(o) Contract Award. The Participant, with the prior written concurrence of DNR, awarded all construction contract or contracts for the Prior Project to the lowest responsive and responsible bidder.

(p) Completion of Prior Project. The Participant has completed the Prior Project.

(q) Disbursements; Use of Proceeds. The Disbursements of the Prior Loans were used to finance a portion of the Prior Project Costs and costs of issuance related to the Refunded Bonds. The Disbursement of the Loan will be used to refund the Refunded Bonds and to pay Costs of Issuance. To the best of the Participant's knowledge, all costs subject to Disbursements are Eligible Costs that DNR is authorized to finance pursuant to the Federal Act and the Regulations.

(r) Reserved.

(s) Reserved.

(t) Retention of Prior Project Records. The Participant will retain all Prior Project records in accordance with Section 5.12 of this Agreement and Chapter 109 of the Revised Statutes of Missouri, as amended.

(u) Operations and Maintenance of System; User Charge Ordinance. The Participant will, in accordance with prudent wastewater collection and treatment utility practice,

(i) at all times operate the System in an efficient manner,

(ii) maintain the System in good repair, working order and operating condition over the structural and design life of the System,

(iii) implement the User Charge Ordinance as approved by DNR for the term of the Loan, and

(iv) in accordance with 10 CSR 20-9.020(2) of the Regulations, provide a certified operator for the life of the System.

(v) Records and Accounts; Audits.

(i) The Participant will keep accurate records and accounts for the System (the "System Records") separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts will be available for inspection by DNR at any reasonable time.

(ii) The Participant will maintain the System Records in accordance with accounting principles generally accepted in the United States of America as codified in the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards (Codification)*.

(A) The Participant will use the accrual or modified accrual basis of accounting (in order to provide an effective measure of costs and expenditures) for the System Records.

(B) The Participant may use an accounting method other than accounting principles generally accepted in the United States of America for its General Accounts.

(iii) Promptly after the end of each Fiscal Year, the Participant will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues pursuant to the Ordinance. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year. So long as the Loan is outstanding, within 180 days after the end of the Participant's Fiscal Year, a copy of the audit will be delivered (via regular mail or electronically) to DNR. If audited financial statements are not available by the time required pursuant to this Section, the Participant shall notify DNR in writing of the delay with the expected date of completion.

(iv) If notified by DNR, the Participant will comply with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), governing the audit of state and local governments, as determined by the EPA's Guidance Letter dated December 24, 2014, if the Participant expends during any Fiscal Year an aggregate amount of $750,000 or more of federal assistance (1) under the Direct Loan Program and (2) from other federal sources.

(A) A copy of the Participant's annual audit, including the written comments and recommendations of the Participant's auditor, will be furnished to DNR within the time period provided in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance).

(B) The amount of federal assistance to the Participant under the Direct Loan Program for each Fiscal Year will be identified in each payment review letter transmitted to the Participant by DNR.

(v) In accordance with, and subject to the requirements of, Section 29.235 of the Revised Statutes of Missouri, as amended, the Participant will (A) make available to the State auditor, or his or her designee, all books, accounts, records, reports, vouchers and other documents relating to the Prior Project and the Loan and (B) permit the examination and inspection of all property, equipment and facilities constituting the Prior Project.

(w) Inspections; Information. The Participant will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine, visit and inspect the Prior Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply such reports and information as the EPA, the Paying Agent and DNR may reasonably require.

(x) Insurance. The Participant will carry and maintain the amount of all risk insurance on the properties and operations of the System as would be carried by similar municipal operators of wastewater collection and treatment facilities, insofar as the properties are insurable at a commercially reasonable cost.

(y) Notice of Material Adverse Change. The Participant will promptly notify DNR of any material and adverse change in the activities, prospects or condition (financial or otherwise) of the System or in the ability of the Participant to make the Bond Payments and otherwise observe and perform its agreements under this Agreement.

(z) Reserved.

(aa) Signage. The Participant agrees to comply with the Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, issued by EPA and dated June 3, 2015.

Section 2.2 Representations of DNR. DNR represents as follows:

(a) DNR is a department of the State and a governmental instrumentality duly organized and existing under the laws of the State with lawful power and authority to enter into this Agreement acting by and through its duly authorized officers.

(b) DNR is the State's administrative body responsible for the enforcement of the Federal Act and Chapter 644 of the Revised Statutes of Missouri, as amended, and is responsible for the management of the Direct Loan Program. DNR will comply with the terms and conditions of its agreements with EPA applicable to the Direct Loan Program.

(c) DNR commits to fund the Loan from the following sources (provided DNR may modify the sources if DNR has the legal authority to commit the replacement sources to the funding of the Loan):

(i) Capitalization Grant Agreement dated September 16, 2020, identification number CS-29000125-0; and

(ii) The Water and Wastewater Loan Revolving Fund.

(d) The execution, delivery and performance of this Agreement by DNR will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or

agreement or other instrument to which DNR is a party or by which it or any of its property is bound or any applicable law, rule or regulation.

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement. Simultaneously with the execution of this Agreement, the Participant will deliver the following:

(a) to DNR and the Paying Agent, a certified copy of the Ordinance and the minutes (or an excerpt thereof) of the meeting of the Participant's Governing Body showing the passage of the Ordinance;

(b) to the Paying Agent, the executed Bonds in the Maximum Principal Amount, to be held by the Paying Agent in trust on behalf of the Owner;

(c) to DNR and the Paying Agent, an executed counterpart of this Agreement and the Escrow Agreement;

(d) to DNR and the Paying Agent, a certificate of the Participant executed by the Authorized Representative in form and substance satisfactory to DNR; and

(e) to DNR and the Paying Agent, a signed copy of the opinion of Bond Counsel to the Participant to the effect that the execution and delivery of this Agreement, the Escrow Agreement, and the Bonds have been duly authorized by the Participant in accordance with the Act; this Agreement, the Escrow Agreement and the Bonds have been duly and validly executed and delivered by the Participant and constitute valid and binding obligations of the Participant enforceable in accordance with their terms; and the Bonds are valid and binding special, limited obligations of the Participant payable solely from, and secured by a pledge of, the Net Revenues derived by the Participant from the operation of the System, after providing for the costs of operation and maintenance thereof; and will address whether the Bonds are issued on parity with, or are junior and subordinate to, any outstanding System Revenue Bonds of the Participant. In rendering the foregoing opinion, Bond Counsel may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan to the Participant in the maximum aggregate principal amount of $24,121,328.53 to refund the Refunded Bonds and to pay Costs of Issuance. The Loan is evidenced by the Bonds.

Section 3.3 Funding of the Purchase Price Installment. DNR will fund the Purchase Price Installment on the Closing Date in accordance with the Escrow Agreement. No further disbursements will be requested by the Participant or made by DNR under this Agreement.

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments. The Participant will repay the Loan by making the Bond Payments in accordance with the Ordinance.

Section 4.2 Additional Payments. The Participant will pay the Administrative Fee and the Paying Agent's fees and expenses pursuant to Section 211 of the Ordinance.

Section 4.3 Loan Prepayment. The Participant may prepay the Loan by complying with the redemption provisions for the Bonds as set forth in the Ordinance. The Participant will be responsible for the payment of any professional costs, fees and expenses incurred in connection with the prepayment of the Loan pursuant to Section 301 of the Ordinance.

Section 4.4 Disposition of Remaining Moneys. Upon the payment in full of the Bonds and the payment of the Administrative Fee, the Paying Agent's Fee and expenses and the extraordinary fees and expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Repayment Fund to the Participant.

ARTICLE V

TAX REPRESENTATIONS AND COVENANTS

Section 5.1 Meaning of Words and Terms. Words and phrases used in this Article generally have the meanings assigned in §§ 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), in the applicable regulations and rulings issued by the U.S. Treasury Department (the "Treasury Regulations"), and in Article I. In addition to words and terms defined in this Agreement, the following words and terms used in this Article have the following meanings:

"Annual Compliance Checklist" means a questionnaire and/or checklist that is completed each year for the Bonds by the Participant, as set forth in the Tax Compliance Procedure, initially in the form set forth in Exhibit C, executed by the Participant Bond Compliance Officer.

"Authority" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

"Authority Bond Compliance Officer" means the Deputy Director of the Authority or any successor officer tasked with post-issuance compliance duties pursuant to the Tax Compliance Procedure.

"Bond Transcript" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Bonds.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending July 1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Final Written Allocation" means the Final Written Allocation of the Refunded Bond proceeds prepared pursuant to Section 5.9.

"Financed Facility" means the portion of the Prior Project consisting of property financed or refinanced with the proceeds of the Refunded Bonds and the Bonds as described in this Agreement. If there is more than one project described in the definition of "Prior Project" in Article I, for this Article V "Financed Facility" means the Bond-financed portion of each "Prior Project" described in Article I.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, gross proceeds of the Bonds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"Issue Date" means the date of issuance of the Bonds.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (i) the final maturity date of the Bonds or (ii) the expected economic useful life of the property.

"Non-Qualified User" means a person other than a Qualified User.

"Opinion of Bond Counsel" means the written opinion of a firm of nationally recognized Bond Counsel acceptable to the Authority to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

"Participant Bond Compliance Officer" means the Participant's City Clerk or any successor to the duties of such official.

"Post-Issuance Tax Requirements" means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of gross proceeds of the Bonds after the Issue Date.

"Qualified User" means a State, territory, a possession of the United States of America, the District of Columbia, or any political subdivision thereof or any instrumentality of such unit. The term "Qualified User" does not include the United States of America or any agency or instrumentality thereof.

"Tax Compliance Procedure" means the Authority's State Revolving Funds Programs Tax Compliance Procedure dated as of July 25, 2013, attached as Exhibit D, as amended and supplemented from time to time.

Section 5.2 General. The Participant acknowledges that the investment and expenditure of proceeds of the Bonds are primarily within its control and that substantially all of the net proceeds of the Bonds will be used to finance property that is owned and controlled by the Participant. For these reasons, the Participant acknowledges and agrees that, in order to induce DNR to provide favorable financing through the Direct Loan Program by the purchase of the Bonds and the Authority to issue its Master Trust Bonds from time to time, the Participant makes the representations and covenants related to the Post-Issuance Tax Requirements as set forth in this Article V for the benefit of DNR and the Authority.

Section 5.3 Authority and Purpose for Bonds. The Bonds are being issued for the purpose of providing funds to refund the Refunded Bonds. In connection with the application of net proceeds of the Bonds, the Participant represents as follows:

(i) The Refunded Bonds are being redeemed on June 28, 2021, in accordance with the ordinances approving the Refunded Bonds, the Refunded Bonds and the Ordinance.

(ii) As of the Issue Date, there are no unspent proceeds of the Refunded Bonds. Therefore, there are no transferred proceeds of the Bonds.

(iii) The purpose of the refunding is to accomplish one or more of the following: (A) to reduce the debt service requirements of the Participant, or (B) to provide an orderly plan of financing for the Participant.

Section 5.4 Proceeds of Bonds. The total maximum proceeds to be received by the Participant from the sale of the Bonds will be $24,121,328.53 paid to the Paying Agent on the Closing Date in accordance with the Escrow Agreement.

Section 5.5 Governmental Bond Tests and Related Requirements.

(a) *General*. The Participant will not use any portion of the Bond proceeds, including any Investment earnings on Bond proceeds, directly or indirectly, nor permit the use of any portion of the Financed Facility, in a manner that would cause any Bond to be a "private activity bond" as defined in Code § 141.

(b) *Use of Financed Facility*. The Bond proceeds will be used to refinance the Financed Facility. Throughout the Measurement Period, all property comprising the Financed Facility will be owned by the Participant. Not more than 10% of the proceeds of the Bonds will be used in a manner that constitutes a "private business use" during the Measurement Period. In making the foregoing representations the Participant acknowledges that (i) use of the property comprising the Financed Facility is determined annually throughout the Measurement Period; (ii) the use of the Financed Facility is treated as the direct use of proceeds of the Bonds and the Refunded Bonds; (iii) the term "private business use" generally means ownership or lease by, or other use in the trade or business of, a Non-Qualified User; (iv) any activity carried on by a Non-Qualified User other than a natural person is treated as a trade or business; (v) the Financed Facility is treated as being used for a private business use if it is leased to a Non-Qualified User and subleased to a Qualified User, or leased to a Qualified User and then subleased to a Non-Qualified User, if the Non-Qualified User's use is in a trade or business; and (vi) in most cases, use of the Financed Facility constitutes private business use only if a Non-Qualified User has special legal entitlements to use the Financed Facility under an arrangement with the Participant.

(c) *Private Security or Payment*. The payment of principal and interest on the Bonds and the payment of principal and interest on the Refunded Bonds will not be (under the terms of the Bonds, the Refunded Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Participant in respect of property or borrowed money) used or to be used for a private business use.

For purposes of the foregoing, taxes of general application are not treated as a private payment or as private security so long as no taxpayer enters into any "impermissible agreement" with respect to the collection or payment of the tax as described in Treasury Regulations § 1.141-4(e)(4)(ii). The Participant will use Net Revenues derived from the operation of the Financed Facility to pay the debt service on the Bonds. All

revenues will be derived from rates that are generally applicable and uniformly applied, and which do not convey priority rights or other preferential benefits for use of the Financed Facility.

(d) *No Private Loan.* No proceeds of the Bonds or the Refunded Bonds will be loaned directly or indirectly to any Non-Qualified User. Special assessments may be used as a source of repayment of the Bonds so long as the assessments meet the criteria set out in Treasury Regulations § 1.141-5(d).

(e) *No Federal Guarantees*. The Participant will not take any action or permit any action to be taken that would cause the Bonds to be "federally guaranteed" within the meaning of Code § 149(b).

(f) *Management Contracts*. The Participant has not entered into any "Management Contract" (as defined below) with any Non-Qualified User with respect to the Financed Facility and will not enter into or renew any Management Contract with respect to the Financed Facility with any Non-Qualified User without first obtaining an Opinion of Bond Counsel, addressed to the Participant and the Owner, that the Management Contract will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. The term "Management Contract" is defined in Treasury Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the Financed Facility or any portion thereof. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.

(g) *Leases*. The Participant has not entered into any lease with a Non-Qualified User and will not enter into or renew a lease of all or any portion of the Financed Facility with any Non-Qualified User, without first obtaining an Opinion of Bond Counsel, addressed to the Participant and the Owner, that such lease will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. Use of portions of the Financed Facility by members of the general public on a short-term basis in the ordinary course of the Participant's operation of the Financed Facility is disregarded.

Section 5.6 Sinking Funds. The Participant is required under the Ordinance to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. The Participant will deposit these payments with the Paying Agent into the Principal Account and the Interest Account of the Repayment Fund held by the Paying Agent. Except for the Principal Account and the Interest Account and the Debt Service Fund, the Participant has not established, and does not expect to establish, any sinking fund or other similar fund expected to be used directly or indirectly to pay principal of or interest on the Bonds. The Repayment Fund and the Debt Service Fund are used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year and the Participant expects that the Repayment Fund and the Debt Service Fund will each qualify as a "bona fide debt service fund," as that term is defined in the Treasury Regulations.

Section 5.7 No Replacement Funds. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that have been or will be used to acquire higher yielding Investments. Except for the Principal Account and the Interest Account of the Repayment Fund and the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Participant encounters financial difficulty.

Section 5.8 Reimbursement of Expenditures. On May 4, 2009, the Participant's Governing Body passed an ordinance declaring the intent of the Participant to borrow to finance costs of the Financed Facility for the Participant, and to reimburse the Participant for expenditures made for the Financed Facility

prior to the issuance of obligations evidencing the borrowing (the "Reimbursement Action"). A copy of the Reimbursement Action is contained in the bond transcripts for the Refunded Bonds. No portion of the net proceeds of the Refunded Bonds was used to reimburse an expenditure paid by the Participant more than 60 days prior to the date the Reimbursement Action was passed.

Section 5.9 Final Written Allocation. The Participant agrees that all requisitions and supporting invoices provided to DNR pursuant to the Prior Loan documents in connection with the Prior Project will constitute the Participant's Final Written Allocation of the application of proceeds of the Refunded Bonds to the Financed Facility. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised Final Written Allocation to DNR if the revised Final Written Allocation is accompanied by an Opinion of Bond Counsel.

Section 5.10 Hedge Bonds. At least 85% of the net sale proceeds of the Refunded Bonds were used to carry out the governmental purpose of the Refunded Bonds within three years after the issue date of the Refunded Bonds.

Section 5.11 Post-Issuance Compliance with Federal Tax Matters. The Participant shall complete the Annual Compliance Checklist and deliver the Annual Compliance Checklist to the Authority Bond Compliance Officer in accordance with the Tax Compliance Procedure. To the extent within its power and control, the Participant will take all action requested in writing by the Authority Bond Compliance Officer that is necessary to cause the interest on the Master Trust Bonds to remain excludable from gross income for federal income tax purposes.

Section 5.12 Records.

(a) The Participant recognizes that (i) investors purchase the Master Trust Bonds with the expectation that interest on the Master Trust Bonds is and will remain excludable from gross income for federal income tax purposes, (ii) the tax-exempt status of interest on the Master Trust Bonds depends in part on the accuracy of the Participant's representations and the satisfaction of the Participant's agreements contained in this Article, many of which relate to matters that will occur after the Issue Date, and (iii) as part of its ongoing tax-exempt bond audit program the Internal Revenue Service requires that records be created and maintained with respect to the following matters:

(1) documentation evidencing the expenditure of the Bonds and the Refunded Bonds in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure;

(2) documentation evidencing the use of the Financed Facility by public and private persons (for example, copies of management contracts or leases); and

(3) documentation evidencing all sources of payment or security for the Bonds.

(b) The Participant has procedures in place or will establish procedures to create and retain these records. Unless otherwise specifically instructed in a written Opinion of Bond Counsel, the Participant will retain and maintain these records related to the Post-Issuance Tax Requirements until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records that indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of

legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Participant, and (5) not be subject to any agreement that would limit the ability of the Internal Revenue Service to access and use the electronic storage system on the Participant's premises.

ARTICLE VI

ASSIGNMENTS

Section 6.1 Assignment by DNR. The Participant acknowledges that DNR may assign the Bonds and its right, title and interest in this Agreement, in whole or in part, including the right to receive Bond Payments from the Participant, to the Authority or a bond trustee under the SRF Leveraged Program, to secure Master Trust Bonds or otherwise.

Section 6.2 Assignment by the Participant.

(a) The Participant may sell, lease, mortgage or otherwise dispose of the Prior Project or any material part with an original value greater than $5,000 if it is replaced by other similar property of at least equal value or, if it ceases to be necessary for the efficient operation of the Prior Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Prior Project to a municipality, a county, a public sewer district, a public water supply district, a political subdivision of the State, an instrumentality of the State, or a combination of the same, the Participant will apply the proceeds to either (i) the redemption of Bonds in accordance with the provisions governing redemption of the Bonds in advance of maturity, or (ii) replacement of the property sold, leased, mortgaged or disposed of by other property the revenues of which are incorporated into the System. In the event of sale, lease or other disposition of the Prior Project to any other entity, the Participant will provide for the full redemption of the Bonds (regardless of the amount of the disposition proceeds). If the Bonds are required to be redeemed as provided above, the proceeds of the sale, lease, mortgage or other disposition will be deposited into a separate escrow account to be established by the Participant with the Paying Agent pursuant to the defeasance provisions of the Ordinance or as otherwise directed in writing by DNR. The Participant may cease to operate, abandon or otherwise dispose of any property that has become obsolete, unproductive or otherwise unusable to the advantage of the Participant.

(b) The provisions of paragraph (a) will not prohibit, restrain or restrict any sale, lease or other disposition of any portion of the Prior Project that has not been financed with Disbursements, if DNR and the Paying Agent have received an opinion of Bond Counsel, in form and substance satisfactory to them, that, if the portion of the System has been financed by an obligation of the Participant payable out of the Revenues, the obligation is permitted under the provisions of the Ordinance.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default. Any of the following events will be an "Event of Default" under this Agreement:

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due;

(b) failure by the Participant to observe and perform any agreement under this Agreement or the Ordinance, other than as referred to in paragraph (a) of this Section, and the continuation of the failure for a period of 30 days after written notice is given pursuant to

Section 7.2. If the failure stated in the notice is correctable but cannot be corrected within the applicable period and corrective action is instituted and diligently pursued by the Participant, DNR may not unreasonably withhold its consent to an extension to the date that is 90 days after the delivery of the original notice;

(c) any representation made by or on behalf of the Participant in this Agreement, the Ordinance, the Participant's due diligence request form provided to DNR or in any instrument furnished in compliance with or with respect to this Agreement, is determined by DNR to be false or misleading in any material respect;

(d) a petition is filed by or against the Participant under any federal or state bankruptcy or insolvency law or other similar law, unless any petition filed against the Participant is dismissed within 30 days after filing and the dismissal is final and not subject to appeal; and

(e) the Participant generally fails to pay its debts as they become due.

Section 7.2 Notice of Default. The Participant will give DNR and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 7.1(d) or (e) and of the occurrence of any other event or condition that, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the Event of Default. Notice of default given to the Participant will specify the event or condition, state that the event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 8.4.

Section 7.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 901 and 902 of the Ordinance, subject to the provisions of Section 202 of the Ordinance, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125 of the Revised Statutes of Missouri, as amended.

Section 7.4 Attorneys' Fees and Other Expenses.

(a) Upon (i) an Event of Default or (ii) the occurrence and continuance of any event that, with the giving of notice, lapse of time, or both, would constitute an Event of Default, the Participant, on demand, will pay to the Paying Agent and DNR the reasonable fees and expenses of attorneys and other reasonable costs and expenses (including the reasonably allocated costs of in-house counsel and legal staff) incurred by the Paying Agent and DNR in the collection of Bond Payments or the enforcement of any agreements of the Participant.

(b) Prior to incurring any fees, costs and expenses pursuant to this Section, the Paying Agent and DNR will provide written notice to the Participant that it intends to incur fees, costs and expenses. Failure by the Paying Agent or DNR to give the notice will not affect the Paying Agent's or DNR's right to receive payment for attorneys' fees and expenses under this Section 7.4. Upon request by the Participant, the Paying Agent and DNR will provide the Participant with copies of statements evidencing the fees, costs and expenses for which the Paying Agent or DNR is requesting payment. The statements may be edited to maintain the attorney-client privilege.

Section 7.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 7.3 will be applied first, to pay interest on the Bonds then due and payable, second, to pay

principal on the Bonds then due and payable, third, to pay the fees, costs and expenses owed by the Participant under Section 7.4, and fourth, to pay any other amounts due and payable under this Agreement.

Section 7.6 No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to DNR or the Paying Agent is intended to be exclusive and every remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default will impair any right, remedy or power or will be construed as a waiver. Any right, remedy or power may be exercised from time to time and as often as may be deemed expedient. Neither the Paying Agent nor DNR are required to give notice to the Participant in advance of the exercise of any right, remedy or power reserved to them in this Article, except as expressly provided in this Article.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Continuing Disclosure.

(a) For purposes of this Section 8.1, the following terms have the following meanings, in addition to capitalized terms defined elsewhere in this Agreement and the Ordinance:

"Beneficial Owner" means any registered owner of Master Trust Bonds and any other person who, directly or indirectly, has the investment power with respect to any Master Trust Bonds.

"Dissemination Agent" means the Master Trustee.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided, however, the term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Material Participant" means, subject to Section 8.1(d), the Participant if it has been provided written notice by the Authority or the Master Trustee that it has outstanding bonds purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds outstanding in the aggregate principal amount equal to 10% or more of the aggregate principal amount of all Master Trust Bonds outstanding as of December 1 of each year or to be outstanding upon the issuance of a series of Master Trust Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) If the Participant is notified by the Authority or the Master Trustee that the Participant is a Material Participant, the Participant will comply with the provisions of this Section 8.1.

(i) The Material Participant will furnish to the Master Trustee (or provide written confirmation to the Master Trustee that such information has been filed with the MSRB, through EMMA):

(A) within 30 days after notification that it is a Material Participant, a copy of its most recent financial statements prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors, and the operating data of the Material Participant, through the previous fiscal year, in substantially the scope and form contained in the appendix to the most recent official statement with respect to a series of Master Trust Bonds related to Material Participants; and

(B) within 270 days after the close of the fiscal year of the Material Participant following notification that it is a Material Participant and each subsequent fiscal year, a copy of the financial statements of the Material Participant prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors (or if not available as of that date, the unaudited financial statements of the Material Participant and, as soon thereafter as available, the audited financial statements of the Material Participant), and the operating data of the Material Participant, updated for the fiscal year then ended, in substantially the scope and form contained in the appendix to the most recent official statement with respect to a series of Master Trust Bonds related to Material Participants.

(ii) Any of the financial information or operating data required by this paragraph (b) may be incorporated by reference from other documents, including official statements of the Material Participant's debt issues that have been filed with the MSRB, through EMMA, or the Securities and Exchange Commission, and in the case of a final official statement, that is available from the MSRB. The Material Participant will clearly identify in each annual report submitted to the Master Trustee each document incorporated by reference and the source from which it is available.

(c) No later than 10 Business Days after the occurrence of any of the following events, the Material Participant will disseminate to the Master Trustee and the Authority notice of the occurrence of any of the following events with respect to the Bonds or the System ("Material Events") (or provide written confirmation to the Master Trustee and the Authority that such information has been filed with the MSRB, through EMMA):

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the

Bonds, or other material events affecting the tax status of the Bonds or Master Trust Bonds, proceeds of which have been allocated to the Bonds;

(7) modifications to rights of bondholders, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Material Participant;

(13) the consummation of a merger, consolidation, or acquisition involving the System or the sale of all or substantially all of the assets of the System, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional paying agent or the change of name of the paying agent, if material;

(15) incurrence of a Financial Obligation of the Material Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Material Participant, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Material Participant, any of which reflect financial difficulties.

(d) The Material Participant's obligations under paragraphs (b) and (c) of this Agreement, will terminate (i) upon the Material Participant's receipt of a notification from the Authority or the Master Trustee that the Material Participant is no longer a Material Participant or (ii) automatically upon payment in full of all bonds of the Participant purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds.

(e) The sole remedies for a failure to comply with the provisions of this Section 8.1 are specific enforcement or action in mandamus in a court of equity by any Beneficial Owner.

(f) Nothing in this Section prevents the Material Participant from disseminating any additional information, or including any other information in any report or notice made under this Section, in addition to that required by this Section. If the Material Participant chooses to include any information in any report or notice made under this Section in addition to that which is specifically required by this Section, the Material Participant will have no obligation to update the additional information or include it in any future report or notice.

(g) The Participant agrees to cooperate and covenants take all reasonable actions necessary to assist the Authority and DNR, their financial advisors, underwriters and counsel in the preparation of official statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell Master Trust Bonds.

Section 8.2 Effect of Breach. Failure on the part of DNR in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law will not make DNR liable in damages to the Participant or relieve the Participant from making any payment to DNR or fully performing any other agreement under this Agreement. The Participant may have and pursue any other remedies provided by law for compelling performance by DNR of any agreement of DNR.

Section 8.3 Termination of Agreement. This Agreement will terminate upon the payment in full of the Bonds under the Ordinance and the transfer of balances as set forth in Section 4.3.

Section 8.4 Notices. All notices, filings and other communications will be given by first class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

Participant:

City of Joplin, Missouri
602 South Main Street
Joplin, Missouri 64801
Attention: Finance Director

DNR:

Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176 (Zip Code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director, Financial Assistance Center

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 8.5 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 8.6 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner that preserves The Water and Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

Section 8.7 Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 8.10 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: _____
Authorized Officer

CITY OF JOPLIN, MISSOURI

_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

Taxpayer Identification No.: 44-6000196

EXHIBIT A

RESERVED

EXHIBIT B

FEDERAL REQUIREMENTS[1]

Federal Requirements

- Federal Funding and Accountability and Transparency Act (FFATA): Federal Law - Federal Funding Accountability and Transparency Act enacted 2010.
- Davis-Bacon Act: Act of 1931 applied in 1987-1994, made permanent by the Water Resources Reform and Development Act (WRRDA) of 2014.
- American Iron & Steel.
- Architectural and Engineering Procurement.
- Cost & Effectiveness, Water Resources Reform and Development Act (WRRDA) of 2014: Applies to Clean Water SRF projects only.
- U.S. Environmental Protection Agency Guidance for Enhancing Public Awareness of State Revolving Fund Assistance Agreements (15-02) in 2015.
- Water Systems Assessment, Safe Drinking Water Act Amendments in 2017 Water Infrastructure Improvements for the Nation Act (WIIN): Applies to Drinking Water SRF only.
- Single Audit Act of 1984; Federal Regulation: Office of Management and Budget (OMB) Circular A-128, Audits of State and Local Governments, State or local government (loan recipients) that expend more than $750,000 of federal funds in a year must complete an organization-wide audit within nine months of the end of the fiscal year.
- Disadvantaged Business Enterprise (DBE), Carried over from the Construction Grants Program U.S. Environmental Protection Agency (40 Congressional Federal Registry Parts 30, 31, 33, 35 and 40).
- National Environmental Policy Act (NEPA) of 1970.
- National Defense Authorization Act, Section 889, Pub. L. 115-232 implemented by 2 CFR 200.216: Prohibits use of federal funds for certain telecommunications and video surveillance services or equipment.

"Super" Cross-Cutters

- Civil Rights Act of 1964, Title VI: Pub. L. 88-352: Prohibits racial discrimination.
- Federal Water Pollution Control Act, 1972 Amendments, Section 13: Pub. L. 92-500: Prohibits discrimination on the basis of sex, racial, or other discrimination in implementing the law.
- Rehabilitation Act of 1973, Section 504: Pub. L. 93-112: Prohibits discrimination against a qualified individual with a physical or mental disability who is otherwise qualified and can perform essential job functions.
- Age Discrimination Act of 1975: Prohibits discrimination based on age.

Environmental Cross Cutters

- Clean Water Act, Titles III, IV and V: Pub. L. 92-500, as amended: Regulates discharges of pollutants into the waters of the United States
- Safe Drinking Water Act: Pub L. 93-523, as amended: Protects public drinking water supplies
- Endangered Species Act: Pub. L. 93-205, as amended: Protects and recovers imperiled species and the ecosystems upon which they depend.
- Fish and Wildlife Coordination Act: Pub. L. 85-624, as amended: Protects fish and wildlife when federal actions result in the control or modification of a natural stream or body of water.
- Magnuson-Stevens Act – Essential Fish Habitat: Pub. L. 94-265: Fosters long-term biological and economic sustainability of our nation's marine fisheries out to 200 nautical miles from shore.

[1] As of November 2020

- Coastal Zone Management Act: Pub. L. 92-583, as amended: Preserve, protect, develop, and where possible, to restore or enhance the resources of the nation's coastal zone.
- Coastal Barrier Resources Act: Pub. L. 97-348: Protects coastal areas that serve as barriers against wind and tidal forces caused by coastal storms, and serve as habitat for aquatic species.
- Wild and Scenic Rivers Act: Pub. L. 90-54: Preserves certain rivers with outstanding natural, cultural, and recreational values in a free-flowing condition.
- Protection of Wetlands Executive Order: Executive Order 11990 as amended by Executive Order 12608: Avoids the long and short-term adverse impacts associated with the destruction or modification of wetlands and to avoid direct or indirect support of new construction in wetlands wherever there is a practicable alternative.
- Clean Air Act: Pub. L. 95-95, as amended: Controls air pollution.
- Migratory Bird Act: 16 U.S. Code § 703: Protects migratory birds
- Floodplain Management, Executive Order 11988, Improve the nation's resilience to flooding and prepare the nation for the impacts of climate change.
- Farmland Protection Policy Act: Pub. L. 97-98: Federal programs are administered to be compatible with programs and policies to protect to protect
- National Historic Preservation Act: Pub. L. 89-655, as amended: Supports historic preservation activities and programs, and includes Section 106, which requires State Tribal and Local Historic Preservation programs be provided the opportunity to comment on undertakings that have an effect on a historic property.
- Archeological and Historic Preservation Act, Pub. L. 93-291, as amended: Provides for the preservation of historical and archeological data (including relics and specimens) which might otherwise be irreparably lost or destroyed as the result of alteration of terrain caused as a result of a federal construction project.
- Environmental Justice Executive Order: Executive Order 12898: Focuses federal attention on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities.

Economic and Other Cross Cutters

- Demonstration Cities and Metropolitan Development Act: Pub. L. 89 -754, as amended and Executive Order 12372: Promotes planning that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons.
- Procurement Prohibition under Clean Air Act and Clean Water Act: Prohibition of Clean Water Act or Clean Air Act with respect to federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738: Federal procurement or procurement with federal grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act.
- Uniform relocation and Real Property Acquisition Policies Act: Pub. L. 91-646, as amended, and 42 U.S.C. § 4601 et seq.: Ensures fair treatment of those displaced by federally funded programs, federally assisted programs or state and local agencies receiving federal funds.
- Drug-Free Workplace Act: Pub. L. 100-690: As a recipient organization, the Department must make an ongoing, good faith effort to maintain a drug-free workplace and identify all known workplaces under its federal awards and maintain records pursuant to Title 2 CFR Part 1536 Subpart B.
- Debarment and Suspension Executive Order 12549: A person who is debarred or suspended is excluded from activities involving federal financial assistance.
- Preservation of Open Competition / Neutrality to Labor Relations on Federal Funded Projects: Executive Order 13202 and 13208: Promotes open competition on Federal and federally funded or assisted construction projects.

- New Restrictions on Lobbying, Section 319 of Pub. L. 101-121: Recipients of federal grants, cooperative agreements, contracts, and loans are prohibited from using federal funds for lobbying.

* * *

EXHIBIT C

INITIAL FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of Participant:	City of Joplin, Missouri
Name of bonds ("Bonds") financing the Financed Facility:	Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021
Financed Facility: *[NOTE: Insert definition of "Prior Project" as set forth in the Purchase Agreement, as modified, amended and supplemented]*	
Issue Date of Bonds:	
Placed in service date of the Financed Facility:	
Name of Bond Compliance Officer:	
Fiscal Year covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Was all of the Financed Facility owned by the Participant during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No
2 Leases and Other Rights to Possession	During the Annual Period, was any of the Financed Facility or any part thereof leased at any time pursuant to a lease or similar agreement for more than 50 days (for example, an agreement permitting a cell phone tower to be erected on a bond-financed water tower)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Facility? (for example, does a private entity operate the System on behalf of the Participant)	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

4 Other Use	Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement? If Yes, provide a copy of the Opinion to the Authority Bond Compliance Officer and include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Participant Bond Compliance Officer: _____

Date: _____

EXHIBIT D

AUTHORITY'S TAX COMPLIANCE PROCEDURE

STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY

STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

Dated as of July 25, 2013

July 25, 2013

STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.1. Definitions 1

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure 4
Section 2.2. Scope of Compliance Procedure; Conflicts 5
Section 2.3. Amendments and Publication of Compliance Procedure 5

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties 5
Section 3.2. Training 6

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures 6
Section 4.2. Participant Contact 6
Section 4.3. Annual Certification 6
Section 4.4. Correcting Prior Deficiencies in Compliance 6

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

Section 5.1. Application 7
Section 5.2. Prior to Issuance of Tax-Exempt Bonds 7
Section 5.3. Final Written Allocation of Participant Loan Proceeds 7
Section 5.4. Participant Annual Compliance Checklists; Reviews 7

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 6.1. Tax-Exempt Bonds Covered by Article IV Procedures 8
Section 6.2. Tax-Exempt Bond File; Annual Compliance Checklists 8

Section 6.3. Correcting Prior Deficiencies in Compliance 8

ARTICLE VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

Section 7.1. Application 8
Section 7.2. Prior to Issuance of Tax-Exempt Bonds 8
Section 7.3. Accounting and Recordkeeping 9
Section 7.4. Final Allocation of Bond Proceeds 9

ARTICLE VIII

ONGOING MONITORING PROCEDURES

Section 8.1. Annual Compliance Checklist 10
Section 8.2. Arbitrage and Rebate Compliance 10

Exhibit A – List of Tax-Exempt Bonds Covered by this Compliance Procedure
Exhibit B – Sample Annual Compliance Checklist (Authority)
Exhibit C – Sample Annual Compliance Checklist (Participant)

STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

"**Authority Annual Compliance Checklist**" means a questionnaire and/or checklist described in **Section 6.2** and in the form attached as **Exhibit B**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, to be completed each year by the Bond Compliance Officer.

"**Authority**" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State of Missouri.

"**Bond Compliance Officer**" means the Authority's Deputy Director or, if the position of Deputy Director is vacant, the person filling the responsibilities of the Deputy Director for the Authority.

"**Bond Counsel**" means a law firm selected by the Authority to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Authority on matters referenced in this Compliance Procedure.

"**Bond Restricted Funds**" means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

"**Bond Transcript**" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

"Clean Water Commission" means the Clean Water Commission of the State of Missouri.

"Clean Water Loan" means a loan made to Clean Water Participants pursuant to the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

"Clean Water Participant" means a Missouri governmental entity that participates in the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

"Clean Water SRF Direct Loan Program" means DNR's State of Missouri Direct Loan Program created in cooperation with the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

"Clean Water SRF Leveraged Loan Program" means the Missouri Leveraged State Clean Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

"Code" means the Internal Revenue Code of 1986, as amended.

"**Compliance Procedure**" means this State Revolving Funds Programs Tax Compliance Procedure.

"**Cost**" or "**Costs**" means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Financed Facility or costs of issuing Tax-Exempt Bonds for a Financed Facility.

"**DNR**" means the Missouri Department of Natural Resources, a department of the State of Missouri.

"**Drinking Water Commission**" means the Safe Drinking Water Commission of the State of Missouri.

"**Drinking Water Loan**" means a loan made to a Drinking Water Participant pursuant to the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

"**Drinking Water Participant**" means s Missouri governmental entity or nonprofit corporation that participates in the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

"**Drinking Water SRF Direct Loan Program**" means DNR's State of Missouri Direct Loan Program created in cooperation with the Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

"**Drinking Water SRF Leveraged Loan Program**" means the Missouri Leveraged State Drinking Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Safe Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

"**Final Written Allocation**" means the Final Written Allocation of Tax-Exempt Bond proceeds pursuant to **Section 7.4** or of Participant Loan proceeds pursuant to **Section 5.3**.

"**Financed Facility**" means that part of a Project Facility treated as financed with proceeds of a Participant Loan as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Trustee, the Authority or the Participant, as the case may be, and the Tax Compliance Agreement for the Tax-Exempt Bonds.

"**Intent Resolution**" means a resolution of the Authority or the Participant stating (1) the intent of the Authority or the Participant to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing, and (3) the intent of the Authority or Participant to reimburse Costs of the Project Facility paid by the Authority or the Participant from proceeds of a Tax-Exempt Bond.

"**IRS**" means the Internal Revenue Service.

"**Participant**" means a Clean Water Participant or a Drinking Water Participant.

"**Participant Annual Compliance Checklist**" means a questionnaire and/or checklist described in **Section 5.4** and in the form attached as **Exhibit C**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, which is completed each year by a Participant.

"Participant Bond Compliance Officer" means the individual officer or employee of the Participant named as the primary individual responsible for post-issuance tax compliance by the Participant in connection with its Participant Loan.

"Participant Closing Certificate" means the closing certificate executed by the Participant in connection with the closing of the Participant Loan.

"Participant Loan" means a Clean Water Loan or a Drinking Water Loan.

"**Placed In Service**" means the date when the Project Facility is substantially complete and in operation at substantially its design level, as determined by the Participant Bond Compliance Officer or, in the absence of appropriate action by the Participant Bond Compliance Officer, by [DNR][the Bond Compliance Officer in consultation with DNR].

"**Project Facility**" means all tangible or intangible property financed in whole or in part with proceeds of a Participant Loan that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

"**Rebate Analyst**" means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

"Regulations" means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

"Requisition" means a Clean Water Reimbursement Form or Drinking Water Reimbursement Form, submitted by a Participant and approved by DNR for each disbursement of Participant Loan proceeds.

"State Revolving Funds Programs" means, collectively, the Clean Water SRF Direct Loan Program, the Clean Water SRF Leveraged Loan Program, the Drinking Water SRF Direct Loan Program and the Drinking Water SRF Leveraged Loan Program.

"Tax Compliance Agreement" means a Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Authority or the Participant (including Article V or similar article of a Purchase Agreement between the Participant and DNR or Exhibit to a Participant Closing Certificate), setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

"Tax-Exempt Bonds" means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Authority, the proceeds of which are to be loaned or otherwise made available to DNR to finance Participant Loans, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of July 1, 2013, is attached as **Exhibit A**.

"**Tax-Exempt Bond File**" means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

(a) Intent Resolution. (Duplicate Copy Maintained by Bond Compliance Officer)
(b) Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

(c) For each Participant Loan, a Final Written Allocation and/or all available accounting records related to the Financed Facility showing expenditures allocated to the proceeds of the Participant Loan and expenditures (if any) allocated to other sources of funds.

(d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.

(e) Forms 8038-T together with proof of filing and payment of rebate. (Duplicate Copy Maintained by Bond Compliance Officer)

(f) Investment agreement bid documents (unless included in the Bond Transcript) including:

(1) bid solicitation, bid responses, certificate of broker;

(2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and

(3) copies of the investment agreement and any amendments.

(g) Any item required to be maintained by the terms of the Tax Compliance Agreement and Participant's Tax Compliance Agreement involving the use of the Financed Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.

(h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

(i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

(j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP). (Duplicate Copy Maintained by Bond Compliance Officer)

(k) All completed Authority Annual Compliance Checklists and Participant Annual Compliance Checklists and any other questionnaires or correspondence substantiating compliance with the post-issuance tax requirements.

(l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

"Trustee" means the corporate trustee named in a trust indenture or other similar document included in the Bond Transcript for the Tax-Exempt Bonds or the "Paying Agent" within the meaning of the documents executed by a Participant, DNR and the Paying Agent in connection with a Participant Loan made under the Clean Water SRF Direct Loan Program or the Drinking Water SRF Direct Loan Program.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) Authority's Use of Tax-Exempt Bonds. The Authority issues Tax-Exempt Bonds and funds Participant Loans or makes the proceeds available to DNR to fund, or reimburse DNR for funding of, certain Participant Loans, the proceeds of which finance Costs of a Project Facility. The Authority understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Financed Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment,

use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Authority recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Authority Commitment. The Authority is committed to full compliance with the federal tax law requirements for all of its outstanding and future issues of Tax-Exempt Bonds. This Compliance Procedure is adopted by the Authority to comply with IRS directives and to improve federal tax law compliance and documentation. Because each Participant is primarily responsible for the expenditure and investment of proceeds of its Participant Loan and the use of its Project Facility, this Compliance Procedure provides that each Participant will assume substantially all obligations related to post-issuance compliance for its Participant Loan. The Authority will assume responsibility for annually monitoring each Participant's compliance with the post-issuance tax requirements through use of the Participant Annual Compliance Checklists. The Authority will assume responsibility for ensuring compliance with the remaining post-issuance tax requirements for all Tax-Exempt Bonds primarily consisting of compliance with the arbitrage and rebate requirements.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Participant Loans, both currently outstanding and issued in the future, and all Tax-Exempt Bonds, both currently outstanding and issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement or any specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Authority or a Participant in the Tax Compliance Agreement will be noted by the Bond Compliance Officer and incorporated into the Authority Annual Compliance Checklist and/or the Participant Annual Compliance Checklist.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Authority. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Authority.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with the Participants through each Participant Bond Compliance Officer, DNR and the Trustee to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Participants, DNR, Bond Counsel, legal counsel to the Authority, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Authority as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training.

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Authority under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Authority.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Authority will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure to ensure the Authority's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

Section 4.1. Participant Loans Covered by Article IV Procedures. This **Article IV** applies to all Participant Loans issued prior to the date of this Compliance Procedure that are currently outstanding.

Section 4.2. Participant Contact. As soon as reasonably practical the Bond Compliance Officer will send to each Participant a copy of the Participant's Tax Compliance Agreement along with a letter reminding the Participant that pursuant to the Participant's Tax Compliance Agreement the Participant is responsible for post-issuance tax compliance related to record keeping, use of Participant Loan proceeds, and use of the Financed Facility.

Section 4.3. Annual Certification From Each Participant. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will request each Participant to confirm annually in writing its compliance with the terms of the Participant's Closing Certificate for the Participant Loan through use of a Participant Annual Compliance Checklist. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant and will retain the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

Section 4.4. Correcting Prior Deficiencies in Compliance. If a Participant informs the Bond Compliance Officer of a deficiency in compliance with Participant's Tax Compliance Agreement for an outstanding Participant Loan allocable to an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary or appropriate, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Director of the Authority and obtaining the approval of the Director and/or the Authority, as deemed appropriate.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

Section 5.1. Application. This **Article V** applies to Participant Loans made on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Participant Loan.

(a) Intent Resolution. Prior to or as a part of the Participant Loan authorization process, the Participant may adopt an Intent Resolution. The Authority expects that Participants will usually adopt an Intent Resolution as part of their election call proceedings.

(b) Participant's Tax Compliance Agreement. For each Participant Loan, a Participant's Tax Compliance Agreement, including covenants related to the Participant's compliance with the post-issuance tax requirements, will be signed by the Participant Bond Compliance Officer or other duly authorized officer of the Participant. The Participant's Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Facility, (2) for new money financings, require the Participant to complete a Final Written Allocation, and (3) contain a form of the Participant Annual Compliance Checklist for the Participant Loan. The Participant Bond Compliance Officer is expected to confer with the Bond Compliance Officer and Bond Counsel or local bond counsel to the Participant regarding the meaning and scope of each representation and covenant contained in the Participant's Tax Compliance Agreement.

(c) Participant Loans; Preliminary Cost Allocations. The Participant Bond Compliance Officer in consultation with DNR, will prepare a preliminary cost allocation plan for the Project Facility to be funded from proceeds of a Participant Loan. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Participant Loan and the portions, if any, expected to be financed from other sources.

Section 5.3. Final Written Allocation of Participant Loan Proceeds. The Participant's Tax Compliance Agreement will include the Participant's agreement that its file of all Requisitions and supporting invoices provided to DNR with respect to the use of Participant Loan proceeds constitutes the Participant's Final Written Allocation of the application of proceeds of the Participant Loan to the Financed Facility. In addition, the Bond Compliance Officer may access DNR's compilation of Requisitions and supporting invoices to document the Participant's Final Written Allocation absent receipt of documentation from the Participant. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised written reimbursement allocation to DNR if the revised allocation is accompanied by an Opinion of Bond Counsel. However, no revised reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was Placed In Service, unless an Opinion of Bond Counsel is delivered to DNR and the Authority. For Participant Loans issued only to refund a prior Participant Loan, the Participant Bond Compliance Officer will work with the Bond Compliance Officer or Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Participant Loan and include it as an attachment to the Participant's Tax Compliance Agreement or in the Tax-Exempt Bond File.

Section 5.4. Participant Annual Compliance Checklists; Reviews.

(a) Participant Annual Compliance Checklists. The Participant Bond Compliance Officer will be responsible for assembling and maintaining the information necessary to accurately complete the Participant Annual Compliance Checklist. Each Participant Bond Compliance Officer will be required to

provide a completed Participant Annual Compliance Checklist, together with any supporting documentation, to the Director, Financial Assistance Center of DNR (and subsequently forwarded by the Director to the Bond Compliance Officer) or directly to the Authority.

(b) Review of Participant Annual Compliance Checklist. Each Participant Annual Compliance Checklist will be reviewed by legal counsel to the Participant or the Participant's local bond counsel for sufficiency and compliance with the Participant's Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Participant Bond Compliance Officer will execute the Participant's Annual Compliance Checklist.

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 6.1. Tax-Exempt Bonds Covered by Article VI Procedures. This **Article VI** applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on **Exhibit A**.

Section 6.2. Tax-Exempt Bond File; Annual Compliance Checklists. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on **Exhibit A**. As soon as practical, the Bond Compliance Officer will complete an Authority Annual Compliance Checklist for each outstanding Tax-Exempt Bond issue. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant. The Bond Compliance Officer will retain the completed Participant Annual Compliance Checklist and Authority Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

Section 6.3. Correcting Prior Deficiencies in Compliance. In the event of a deficiency in compliance with the Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Authority and obtaining its approval.

ARTICLE VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

Section 7.1. Application. This **Article VII** applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 7.2. Prior to Issuance of Tax-Exempt Bonds.

(a) Intent Resolution. The Authority will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution, the Authority may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements

of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Authority's costs and expenses incurred to implement this Compliance Procedure. To the extent the Authority relies on or acts at the direction of the Participant, the Tax Compliance Agreement will contain appropriate provision for Authority indemnification by the Participant.

(c) Tax Compliance Agreement. For each Tax-Exempt Bond, the Authority will enter into a Tax Compliance Agreement including covenants related to compliance with the post-issuance tax requirements that will be signed by the Bond Compliance Officer or other duly authorized officer of the Authority. The Tax Compliance Agreement will (1) identify the Participant Loans being financed with proceeds of the Tax-Exempt Bond, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, assure each Participant is required to complete a Final Written Allocation, and (4) contain a form of the Authority Annual Compliance Checklist. The Bond Compliance Officer will review the Authority's Tax Compliance Agreement and, if deemed appropriate, confer with Bond Counsel and the Authority's counsel regarding the meaning and scope of each representation and covenant contained in the Authority's Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each Tax-Exempt Bond issuance, the Bond Compliance Officer will assure a preliminary cost allocation plan is prepared. The preliminary cost allocation plan will identify the Participant Loans or portions thereof to be financed with proceeds of the Tax-Exempt Bonds and the portions of the Participant Loans, if any, expected to be financed from other sources together with the proceeds expected to be used to finance costs of issuing or credit enhancement for the Tax-Exempt Bonds, including funding any reserve funds.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Authority Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 7.3. Accounting and Recordkeeping. The Bond Compliance Officer will assure the accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds is accomplished. The Bond Compliance Officer may use accounts established pursuant to a trust indenture for the Tax-Exempt Bonds to assist it in accounting for the investment and expenditure of Tax-Exempt Bonds. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

Section 7.4. Final Allocation of Bond Proceeds.

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer will assure a written allocation of Tax-Exempt Bond proceeds to Participant Loans and other expenditures is prepared. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Participant Loan proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facilities

have been substantially completed or (3) four and one/half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Participant Bond Compliance Officer will work with the Participants and Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money to Participant Loans and other expenditures. If no special allocation is required or recommended, the Bond Compliance Officer will allocate proceeds of the Tax-Exempt Bonds in accordance with the Authority's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to fund Participant Loans, (2) the percentage of each Participant Loan financed with proceeds of the Tax-Exempt Bonds and (3) any special procedures to be followed in completing the Authority Annual Compliance Checklist.

(c) Finalize Authority Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Authority Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Authority Annual Compliance Checklist.

(d) Review of Final Written Allocation and Authority Annual Compliance Checklist. Each Final Written Allocation and Authority Annual Compliance Checklist will be reviewed by legal counsel to the Authority or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VIII

ONGOING MONITORING PROCEDURES

Section 8.1. Annual Compliance Checklists. Participant Annual Compliance Checklists and the Authority Annual Compliance Checklist are to be completed annually. Each Participant Annual Compliance Checklist and Authority Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Participant's Tax Compliance Agreement, the Authority's Tax Compliance Agreement and this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Financed Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Authority and Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 6.3** to remediate the non-compliance.

Section 8.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and cause the Trustee to provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE AUTHORITY
July 25, 2013

EXHIBIT A TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

LIST OF TAX-EXEMPT BONDS
COVERED BY THIS COMPLIANCE PROCEDURE[1]

Series	Dated Issued	Final Maturity Date	Original Principal Amount	Description
2011A	11/30/2011	1/1/2025	106,830,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2013A	11/26/2013	1/1/2027	101,535,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2015A	2/5/2015	1/1/2036	29,935,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2015B	12/22/2015	7/1/2030	136,105,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2018A	10/18/2018	7/1/2038	31,610,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2020A	3/18/2020	1/1/2024	74,110,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2020B	12/3/2020	7/1/2030	100,760,000	Taxable Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)

[1] As of June 28, 2021.

EXHIBIT B TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

SAMPLE ANNUAL COMPLIANCE CHECKLIST
(AUTHORITY)

Name of tax-exempt bonds ("Bonds"):	
Issue Date of Bonds:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Receipt of Participant Annual Compliance Checklists	Has the Bond Compliance Officer received a completed Participant Annual Compliance Checklist from each Participant for the above referenced Tax-Exempt Bond issue for the Annual Period?	☐ Yes ☐ No
	If the Bond Compliance Officer has not received a completed Participant Annual Compliance Checklist from a Participant, contact the applicable Participant and obtain a completed Participant Annual Compliance Checklist, review the Participant Annual Compliance Checklist for any responses which may raise a question regarding compliance with the Post-Issuance Tax Requirements and include a copy of the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File. If a response from any Participant raises a question regarding compliance with the Post-Issuance Tax Requirements, contact the Authority's legal counsel or Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Participant Final Written Allocation	For each Participant Project that has been Placed In Service, has a Final Written Allocation been completed for the Participant Project?	☐ Yes ☐ No
	If "Yes", include a copy of the final Participant Requisition in the Tax-Exempt Bond File. If "No", contact DNR and the applicable Participant Bond Compliance Officer to prepare a Final Written Allocation for the Participant's Project and include a copy of the final Participant Requisition in the Tax-Exempt Bond File.	
3 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____
Date Completed: _____

EXHIBIT C TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

SAMPLE ANNUAL COMPLIANCE CHECKLIST
(PARTICIPANT)

Name of Participant:	
Name of bonds ("Bonds") financing the Financed Assets:	
Financed Assets: [NOTE: insert Project as defined in Purchase Agreement unless modified during construction]	
Issue Date of Bonds:	
Placed in service date of the Financed Assets:	
Name of Participant Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Were all of the Financed Assets owned by the Participant during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No
2 Leases and Other Rights to Possession	During the Annual Period, were any of the Financed Assets or any part of a Financed Asset leased at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Participant entered into an agreement permitting a cell phone tower on a Bond-financed facility)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Assets? (for example, does a private entity operate the System on behalf of the Participant)	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

4 Other Use	Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Asset (e.g., has the Participant entered into a take or pay contract or similar agreement related to output from the Financed Assets)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Participant Bond Compliance Officer: _____

Date: _____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-604
Agreement between the City of Joplin and PB Hoidale Company, Inc

MEETING DATE
June 7, 2021

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB 2021-604 Ordinance; Agreement between the City of Joplin and PB Hoidale Company, Inc.; Bid Summary.

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with PB Hoidale Company, Inc., for the installation of an Automated Fuel System with DEF dispenser in the amount of One Hundred Ninety-Seven Thousand Four Hundred Eighty Eight and 71/100 Dollars ($197,488.71).

BACKGROUND
Staff has been discussing the replacement of the Diesel pumps at the Public Works Center (PWC) for the past several years as the dispensers are antiquated and the current Diesel Exhaust Fluid (DEF) procedure is inconvenient. Currently, staff must fill up with Diesel and then drive to the rear of the garage to add DEF to the equipment. This contract will allow City staff the ability to pump equipment with diesel and DEF at the Fuel Island. Staff has also looked at replacing the current key process with a pin pad entry because of the many difficulties and maintenance issues experienced. Neither of the two bids received, allowed for the decommissioning of the two Underground Storage tanks. Bidders were offered three options for their RFP reply, one of which was installation without decommissioning Underground Storage Tanks (UST).

Staff followed the procurement policy by bidding this item out and PB Hoidale Company, Inc., was the low bidder. PB Hoidale Company, Inc., has worked satisfactorily with the city on other fuel issues at the Public Works Center.

FUNDING SOURCE
General Fund

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving an agreement on an Emergency basis due to equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **PB Hoidale Company, Inc.**	
		Address: 1233 S. Garfield Ave. Chanute, KS. 66720	
Attention: Lynden Lawson Assistant Director of Public Works - Operation		Attention: Jared L. Sigler	
Department: **Public Works**		Phone: 316-942-1361	Fax:
Phone: 417-624-0820 x 1560	Fax: 417-625-4738		

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Automated Fuel System with DEF Dispenser

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 210 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $197,488.71 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it

applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications

d. Statement of Bidder's Qualifications
e. Performance Bond
f. Instructions to Bidders
g. Non-collusion Affidavit

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($197,488.71) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class

mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

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

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

BID TABULATION

PROJECT: AUTOMATED FUELING SYSTEM WITH DEF DISPENSER
DATE OF BID OPENING: 20 MAY 2021

CONTRACTOR	TOTAL BASE BID
PB Hoidale Company, Inc.	197,488.71
All-American Pride, LLC	220,000.00
ENGINEER'S ESTIMATE	300,000.00

COUNCIL BILL NO. 2021-604 **ORDINANCE NO. 2021-084**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with PB Hoidale Company, Inc., in the amount of One Hundred Ninety Seven Thousand Four Hundred Eighty Eight and 71/100 Dollars ($197,488.71) for construction services and installation of an automated diesel fuel system with Diesel Exhaust Fluid dispenser on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and PB Hoidale Company, Inc., in the amount of One Hundred Ninety Seven Thousand Four Hundred Eighty Eight and 71/100 Dollars ($197,488.71) for construction services and installation of an automated diesel fuel system with Diesel Exhaust Fluid dispenser on behalf of the City of Joplin; true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon final approval and acceptance of PB Hoidale Company's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, PB Hoidale Company, Inc., shall be paid from the General Fund.

Section 4. That the City of Joplin hereby declares that this Ordinance, being an Ordinance dealing with public improvements, Staff recommends adoption of this Council Bill, approving an agreement on an Emergency basis due to equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this 7th day of June 2021 by a vote of 8-0-1. Absent: Reid Adams.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the General Fund to pay the amounts called for through this agreement.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-004: authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements by and on behalf of the City of Joplin.

MEETING DATE
June 7, 2021

ORIGINATING DEPT
City Attorney

ATTACHMENTS
CB2021-004 Ordinance; Exhibit A: Memorandum of Understanding and Agreement; Exhibit B: Memorandum of Understanding and Agreement; map

REVIEWED BY
City Attorney: Peter Edwards; PW/David Hertzberg; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Joplin Schools for the purpose of providing parking space for Memorial Hall.

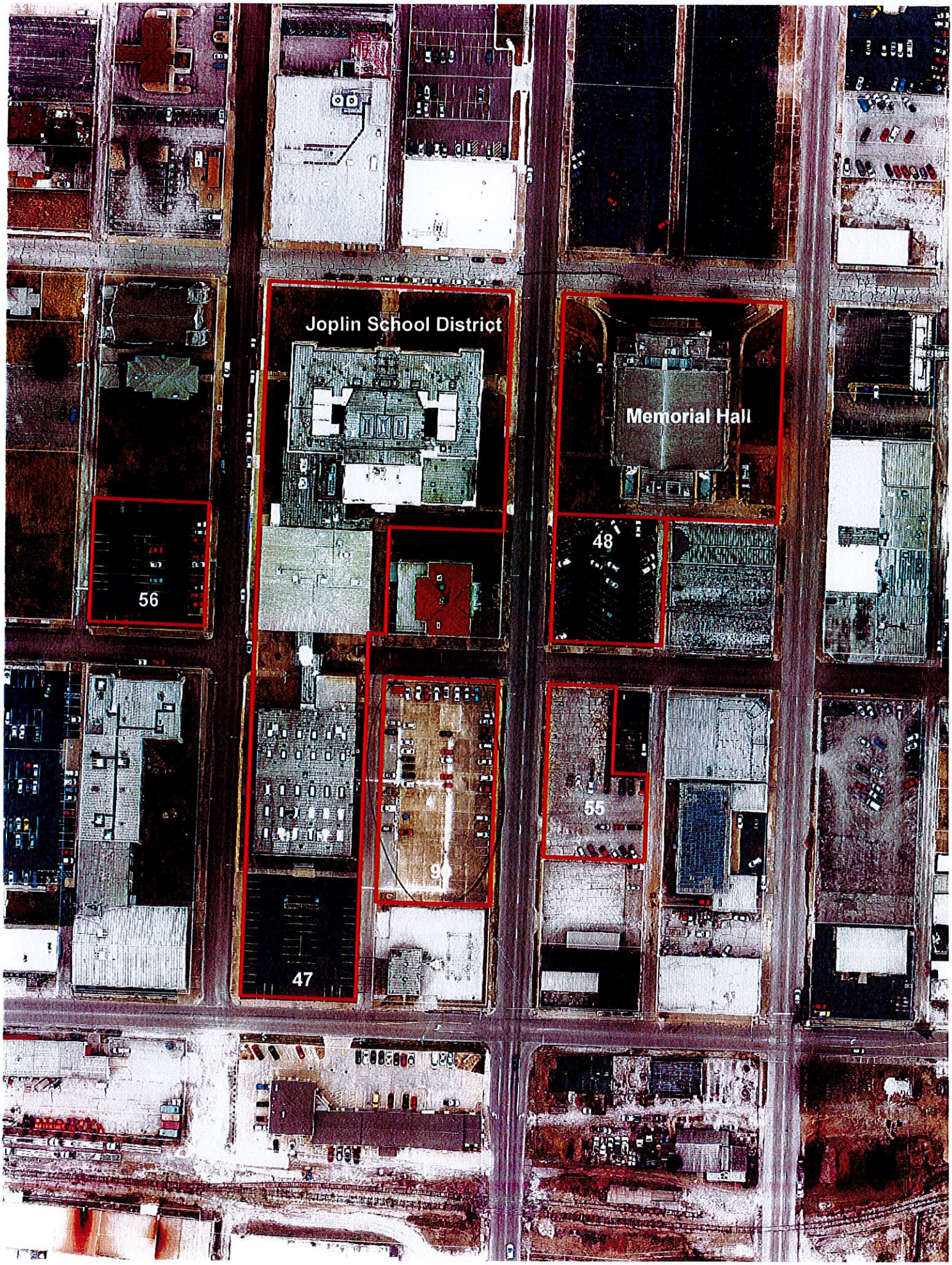
BACKGROUND
Exhibit A concerns the District's parking lots at the northeast and southeast corners of the intersection of W. 9th St. and S. Wall Ave. (labeled 48 and 55 on the map). The MOU provides that District will transfer these parking spaces to City for free.

Exhibit B concerns the District's parking lots at the southwest corner of the intersection of W. 9th St. and S. Wall Ave. and the northeast corner of the intersection of W. 10th St. and S. Pearl Ave. (labeled 90 and 47 on the map). The MOU provides that the District will allow City to use these parking spaces for free for events at Memorial Hall when the parking lots referenced in Exhibit A are insufficient.

Both MOUs are contingent on the City obtaining financing for Memorial Hall through a tax levy at the April 2022 election or an alternate funding source within twenty-four (24) months thereafter.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.


Joplin School District
Memorial Hall
56
48
55
47

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the City of Joplin, Missouri, a Municipal Corporation ("City"), and Joplin Schools, a political subdivision and public school district of the State of Missouri ("District"), with City and District being referred to collectively as "the parties".

WITNESSETH:

WHEREAS, City owns certain real estate at the address commonly known as 212 W. 8th St., Joplin, MO 64801 and commonly referred to as Memorial Hall; and

WHEREAS, City desires additional parking space for Memorial Hall; and

WHEREAS, District owns certain real estate currently used for parking space located at the northeast and southeast corners of the intersection of W. 9th St. and S. Wall Ave. ("the Properties"); and

WHEREAS, District desires to transfer the Properties to City for use as additional parking space for Memorial Hall, subject to the conditions contained in this Agreement; and

WHEREAS, City desires to receive the Properties for use as additional parking space for Memorial Hall, subject to the conditions contained in this Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. The Properties. District agrees to transfer the Properties to City for free, upon completion of the conditions precedent set out in this Agreement, specifically paragraph 3. City acknowledges and agrees that District makes no representations or warranties regarding the Property or its title, including whether it is suitable for use as additional parking space for Memorial Hall or any other purpose. City agrees to hold District harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expenses arising from or related to City's negligent performance or will misconduct in performance of this Agreement, including the Properties. City is aware that there are certain deed restrictions on the Properties. The District's real estate located at the northeast corner of the intersection of W. 9th St. and S. Wall Ave. is legally described as follows:

ALL OF THAT PART OF THE VACATED ALLEY OF LOTS NUMBERED ONE HUNDRED SIX (106), ONE HUNDRED SEVEN (107), AND ONE HUNDRED EIGHT (108) ABUTTING SAID LOTS ON THE EAST IN BYER'S AND MURPHY'S ADDITION TO MURPHYSBURG, NOW A PART OF THE

Exhibit "A"

CITY OF JOPLIN.

Containing 0.45 acres, more or less.

The District's real estate located at the southeast corner of the intersection of W. 9th Street and S. Wall Avenue is legally described as follows:

> ALL OF THE WEST SIXTY-EIGHT (68) FEET OF LOT ONE HUNDRED NINE (109) AND ONE HUNDRED TEN (110) AND ALL OF LOTS ONE HUNDRED ELEVEN (111) AND ONE HUNDRED TWELVE (112) IN BYER'S AND MURPHY'S ADDITION TO MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Containing 0.43 acres, more or less.

The City agrees to bear the expenses for any Deeds, filing fees, administrative costs, title search fees, etc. associated with the transfer of the above referenced properties.

2. Right of Entry. District grants to City a limited right of entry for the purpose of inspecting the properties. City agrees to restore the Properties to the same or substantially similar condition that they were in prior to any such work.

3. Funding. District's transfer of the Property to City is conditioned on City obtaining financing through a tax levy at the April 2022 election or an alternate funding source within twenty-four (24) months thereafter. If City fails to obtain said financing within said time, this Agreement shall automatically terminate.

4. Street Improvements. City agrees that it will bear the cost of any public improvements to W. 9th St. and S. Wall Ave. that are necessary as a result of City's development of the Properties. Such improvements may include but are not limited to additional turn lanes.

5. Effective Date. This Agreement shall be effective upon the approval of City's City Council and District's School Board. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the School Board.

6. Modification and Waiver. Modification and waiver of any provision of this Agreement shall be effective only if made in writing and attached to this Agreement, signed by both Parties. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

[The remainder of this page is intentionally left blank.]

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

For CITY OF JOPLIN:

By: _____ Date: _____
Nick Edwards, City Manager

Attested by: _____ Date: _____
Barbara J. Gollhofer, City Clerk

Approved as to form: _____ Date: _____
Peter Edwards, City Attorney

For JOPLIN SCHOOLS:

By: _____ Date: _____
Dr. Melinda Moss, Superintendent

By: Jeff Koch Date: 5/25/2021
~~Sharrock Dermott~~Jeff Koch, Board of Education President

Attested by: Pat L Waldo Date: 5/25/2021
Pat Waldo, Board of Education Secretary

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the City of Joplin, Missouri, a Municipal Corporation ("City"), and Joplin Schools, a political subdivision and public school district of the State of Missouri ("District"), with City and District being referred to collectively as "the parties".

WITNESSETH:

WHEREAS, City owns certain real estate at the address commonly known as 212 W. 8th St., Joplin, MO 64801 and commonly referred to as Memorial Hall; and

WHEREAS, City desires additional parking space for Memorial Hall; and

WHEREAS, District owns certain real estate currently used for parking space located at the southwest corner of the intersection of W. 9th St. and S. Wall Ave. ("Lot 90") and the northeast corner of the intersection of W. 10th St. and S. Pearl Ave. ("Lot 47"), with Lot 47 and Lot 90 being referred to collective as "the Properties"; and

WHEREAS, District desires to allow the City to use the Properties as additional parking for Memorial Hall, subject to the conditions contained in this Agreement; and

WHEREAS, City desires to use the Properties as additional parking for Memorial Hall, subject to the conditions contained in this Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Term: This Agreement is condition on City obtaining financing through a tax levy at the April 2022 election or an alternate funding source within twenty-four (24) months thereafter. If City obtains said financing, this Agreement shall be for a term of five (5) years from the date said financing is obtained and automatically renew for subsequent terms of five (5) years thereafter. If City fails to obtain said financing within said time, this Agreement shall automatically terminate.

2. Obligations of District. District agrees to allow City use of the Properties for free as additional parking space for Memorial Hall for special events held at Memorial Hall as follows:

a. "Special event" means any event held at Memorial Hall for which City reasonably determines that the parking spaces located at the northeast and southeast corners of the intersection of W. 9th St. and S. Wall Ave. are insufficient for parking.

Exhibit "B"

b. For special events held at Memorial Hall, City shall have unlimited reasonable use of Lot 47.

c. For special events held at Memorial Hall, City shall have use of that portion of Lot 90 designated by District as "visitor parking" between 7:00 am and 5:00 pm Monday thru Friday.

d. For special events held at Memorial Hall, City shall have unlimited reasonable use of Lot 90 between 5:00 pm and 7:00 am Monday thru Friday and all-day Saturday and Sunday.

3. Obligations of City. City agrees to only use the Properties as parking for special events held at Memorial Hall. City further agrees to hold District harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expenses arising from or related to City's negligent performance or willful misconduct in performance of this Agreement, including the Properties. City shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of District against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php).

4. Effective Date. This Agreement shall be effective upon the approval of City's City Council and District's School Board. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the School Board.

5. Modification and Waiver. Modification and waiver of any provision of any provisions of this Agreement shall be effective only if made in writing and attached to this Agreement, signed by both Parties. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

[The remainder of this page is intentionally left blank.]

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

For CITY OF JOPLIN:

By: _____ Date: _____
Nick Edwards, City Manager

Attested by: _____ Date: _____
Barbara J. Gollhofer, City Clerk

Approved as to form: _____ Date: _____
Peter Edwards, City Attorney

For JOPLIN SCHOOLS:

By: _____ Date: _____
Dr. Melinda Moss, Superintendent

By: Jeff Koch Date: 5-25-2021
~~Sharrock Dermott~~Jeff Koch, Board of Education President

Attested by: Pat Waldo Date: 5-25-2021
Pat Waldo, Board of Education Secretary

COUNCIL BILL NO. 2021-004 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements by and on behalf of the City of Joplin.

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

Section 1. That the agreements with Joplin Schools for the purpose of providing parking space for Memorial Hall, true and accurate copies of said agreements being attached hereto and incorporated as "Exhibit A" and "Exhibit B," be and the same are hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreements, or agreements in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2020-537 – Approving Redevelopment Project 1C of the 32nd Street Place TIF Plan

MEETING DATE
December 28, 2020

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2020-537 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 1C of the 32nd Street Place TIF Plan generally located to the north of Hammons Boulevard and the east of Rangeline Road and south of 32nd Street.

BACKGROUND
Woodsonia Joplin, LLC (the developer) submitted a proposed TIF (tax increment financing) Plan several months ago, called the 32nd Street Place TIF. A meeting of the TIF Commission was held on October 29, 2020 to consider the proposed TIF Plan. Staff presented an analysis of the proposed TIF, as well as Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission approved the TIF Plan unanimously, with two members being absent.

The 32nd Street Place TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the developer will be reimbursed from these proceeds generated by the development. The total project cost is nearly $188.9 million, with just over $30.1 million eligible for TIF and CID reimbursement.

This ordinance approves Project 1C of the 32nd Street Place TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2020-537 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 1C of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on December 28, 2020, the City of Joplin, Missouri (the "City") adopted the 32nd Street Place Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 1C included therein by Ordinance No. 2020-___, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 1C, 2A, 2B, 3, 4, and 5 in Redevelopment Project Areas 1A, 1B, 1C, 2A, 2B, 3, 4, and 5, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 1C legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 1C"). Redevelopment Project 1C includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 1C. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 1C exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 1C, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 1C by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 1C shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 1C, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 1C over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

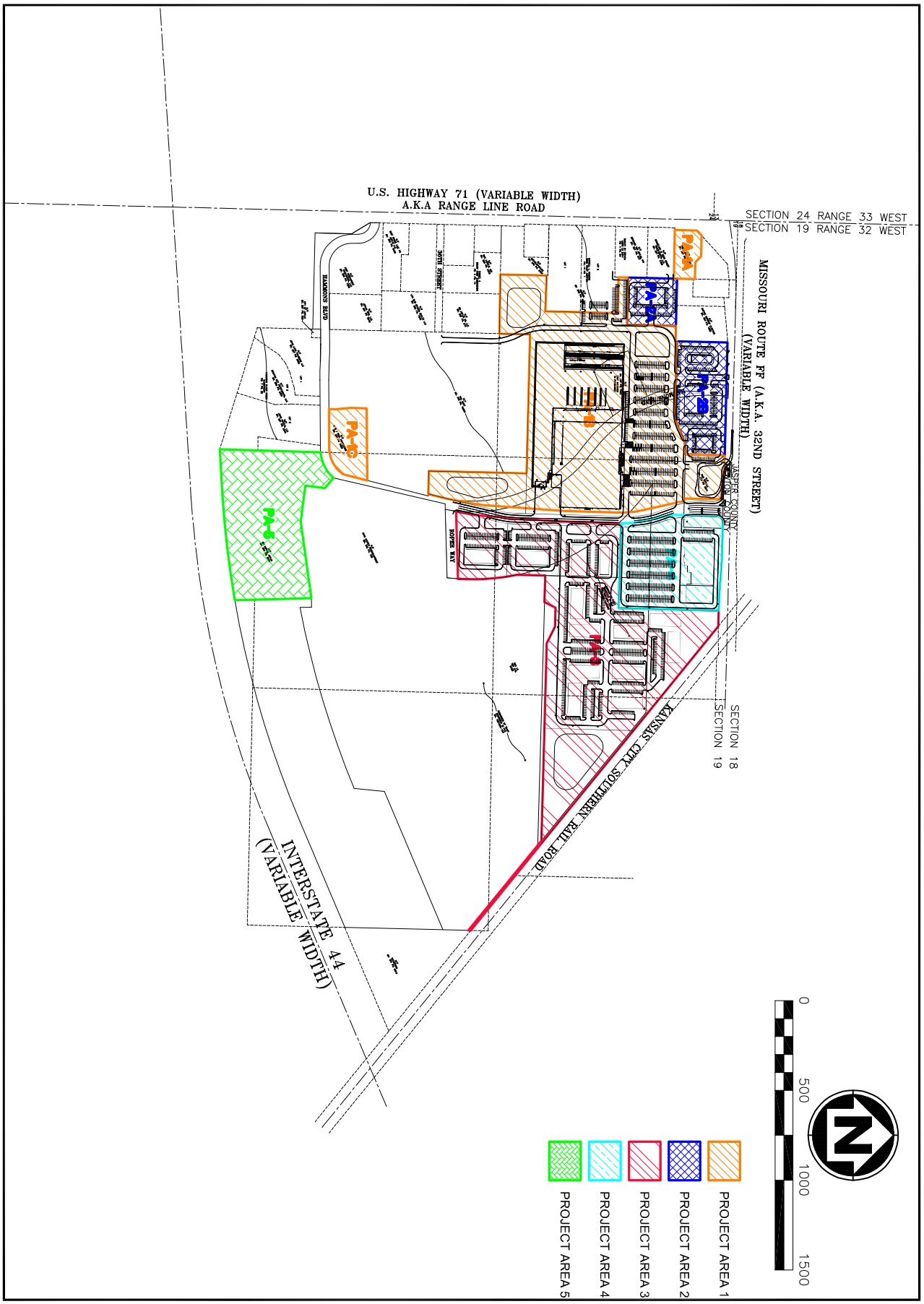
Exhibit A

Legal Description of Redevelopment Project Area 1C

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 1347.65 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE SOUTH 01°27'26 WEST, ALONG THE EAST LINE OF SAID LOT 2, FRACTIONAL NORTHWEST QUARTER, A DISTANCE OF 2031.49 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 6382; THENCE SOUTH 89°31'21" WEST, ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 250.61 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 01°24'10" WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 89.05 FEET; THENCE SOUTH 03°56'22" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 88.45 FEET; THENCE SOUTH 01°24'10" WEST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 32.62 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 89°31'21" EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 221.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE AND ALONG SAID NORTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 65°30'23" EAST, A RADIUS OF 170.00 FEET FOR AN ARC DISTANCE OF 142.39 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 41°30'06" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 24.79 FEET; THENCE NORTH 14°14'29" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 139.78 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 89°31'21" WEST, ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 150.59 FEET TO THE POINT OF BEGINNING. CONTAINING 75,975.94 SQ. FEET (1.74 ACRES).

Sep 30, 2020 - 4:38pm Plotted By: kbald G:\Shared drives\KC10 - Land Development\Projects\2020\20JO10011 JO Hammons Large Scale Development\02 SURVEY\DRAWINGS\PROJECT AREAS BOUNDARY.dwg Layout: WOODSONIA PROJECT AREAS



SHEET NUMBER 02

WOODSONIA REAL ESTATE INC.
PROJECT AREAS
CITY OF JOPLIN
NEWTON COUNTY, MISSOURI

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	DRAWN BY:	KRB
				CHECK BY:	KRB
				LICENSE NO.	LC-62
				DATE:	2020-09-22
				FIELD BOOK:	
				JOB NUMBER	20JO10011

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941 W 141ST TERR. STE A • KANSAS CITY, MO 64145 • PHONE (816) 777-0400
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