City of Springfield

Agenda

City Council Special Meeting

Ken McClure, Mayor

Zone Councilmembers	**General Councilmembers**
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Matthew Simpson, Zone 4	Derek Lee, General D

December 3, 2024	**11:30 AM**	**Councilman Denny Whayne Conference Room Busch Building, 4th Floor 840 Boonville Avenue**

Rules and procedures.

1. ROLL CALL.

2. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

2.1. Council Bill 2024-253 (Lee)
A special ordinance amending the issuance of a Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, of the City of Springfield, Missouri, in the maximum principal amount of $6,501,000; amending the Fiscal Year 2024-2025 budget of the City in the amount of $10,001,000; prescribing the form and details of the Bond; authorizing certain other actions and documents in connection therewith; and declaring an emergency.

2.2. Council Bill 2024-254 (Horton)
A special ordinance approving the plans and specifications for Project A – Renew Jordan Creek – Main to Boonville project; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of $22,396,279 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

2.3. Council Bill 2024-255 (Horton)
A special ordinance approving the plans and specifications for Project B – Renew Jordan Creek – Jordan Creek Box Culvert at Phelps and Boonville; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of $4,409,483 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

2.4. Council Bill 2024-256 (Horton)

A special ordinance authorizing the City Manager, or designee, to enter into a Cooperative Intergovernmental Agreement with the Board of Governors of Missouri State University for archaeological construction monitoring conducted in support of the Renew Jordan Creek project for the not to exceed price of $272,520.65.

3. FIRST READING BILLS. Requiring Two Readings. Citizens May Speak. Not Anticipated to be Voted On.

3.1. Council Bill 2024-264 (Simpson, Carroll, McGull, Hardinger)

A special ordinance authorizing the City of Springfield, Missouri, to enter into an Interagency Agreement with the Department of Public Works for the purpose of obligating American Rescue Plan Act (“ARPA”) funds for use in the Historic City Hall Renovation project for the not to exceed price of $4,534,190.00.

3.2. Council Bill 2024-265 (McClure)

A special ordinance authorizing the City Manager, or designee, to enter into a Letter of Intent and Cost-Share Agreement with the United Soccer Leagues, LLC, in an amount not to exceed $75,000.00 to conduct feasibility studies and other research necessary to determine potential site details for the property located at 1109 East Trafficway Street.

4. CLOSED SESSION.

City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

4.1. SPECIAL MEETING NOTICE.

EXPLANATION TO COUNCIL BILL 2024-253 (LEE)

FILED: 11/19/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance amending the issuance of a Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, of the City of Springfield, Missouri, in the maximum principal amount of $6,501,000; amending the Fiscal Year 2024-2025 budget of the City in the amount of $10,001,000; prescribing the form and details of the Bond; authorizing certain other actions and documents in connection therewith; and declaring an emergency.

PURPOSE: Authorizing the issuance of not to exceed $6,501,000 principal amount of Special ObligationBonds (State of Missouri – Direct Loan Program) Series 2024 of the City of Springfield, Missouri, for construction of the Renew Jordan Creek Project - Main to Boonville Project; amending the Fiscal Year 2024-25 budget of the City in the amount of $10,001,000, which includes the bond principal amount, an amount for bond issuance costs and other financing costs, and federal grant funds; 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 declaring an emergency.

BACKGROUND INFORMATION: Council Bill 2023-033, approved on February 6, 2023, authorized the City Manager, or his designee, to apply for a State Revolving Fund ("SRF") Loan of up to $13,000,000 from the Missouri Department of Natural Resources ("MDNR") for the purpose of funding construction of the Renew Jordan Creek - Main to Boonville Project.

The SRF loan program is administered by MDNR and provides low-interest loans to municipalities for green infrastructure stormwater projects. It is a competitive selection process based on evaluation of applications.

The City has been notified that they have been awarded an SRF loan, which will provide a source of low-interest funds toward construction of the Renew Jordan Creek Project - Main to Boonville. The loan principal and interest will be repaid with an annual budget appropriation of 1/4-cent Sales Tax revenues or reserves.

The City was also awarded a federal Clean Water State Revolving Fund Grant (Affordability and Water Quality Incentive Grant) of $3,500,000 in conjunction with the SRF loan to help fund this project. The project will enhance water quality in the Jordan Creek watershed by restoring the riparian corridor and construction of green infrastructure elements including native planting and bioswales.

A budget adjustment of $10,001,000 is requested to appropriate the SRF loan and federal grant proceeds for funding the project noted above and any related issuance or other financing costs.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place
- Economic Vitality

REMARKS: Public Works recommends approval of this Council Bill and budget adjustment.

Submitted By: Dan Smith, Director of Public Works, David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. 2_Project A RJC SRF Special Obligation Bonds Springfield CW DL_ORD
2. Form of Bond_Ex A
3. MANDATORY SINKING FUND REDEMPTION SCHEDULE_Ex B
4. SPRINGFIELD CW DL Purchase Agreement2_ExhC
5. SPRINGFIELD CW DL Escrow Agreement2_ExhD
6. Grant Agreement (DRAFT)_ExhE
7. 2_PROJECT A (RJC) SRF Special Obligation Bonds DRAFT amort for loan closing 11.01.24_ExhF
8. 2_PROJECT A (RJC) SRF Special Obligation Bonds BA_ExhG

COUNCIL BILL NO. 2024-_______

SPECIAL ORDINANCE NO. _________

OF THE

CITY COUNCIL

OF THE

CITY OF SPRINGFIELD, MISSOURI

PASSED DECEMBER 3, 2024

AUTHORIZING:

NOT TO EXCEED $6,501,000
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

One-rdg. ______________
P. Hrngs. ______________
Pgs. 129
Filed: 11-12-24

Sponsored by: Lee

First Reading: ______________________ Second Reading: ____________________

COUNCIL BILL 2024-253 SPECIAL ORDINANCE ______________

AN ORDINANCE

AMENDING the issuance of a Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, of the City of Springfield, Missouri, in the maximum principal amount of $6,501,000; amending the Fiscal Year 2024-2025 budget of the City in the amount of $10,001,000; prescribing the form and details of the Bond; authorizing certain other actions and documents in connection therewith; and declaring an emergency.

____

WHEREAS, the City of Springfield, Missouri (the “City”) is a home rule constitutional charter city and political subdivision organized and existing under the constitution and laws of the State of Missouri and the City’s Charter (the “Charter”); and

WHEREAS, the City now owns and operates a stormwater system, 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 City desires to finance certain improvements to the System (collectively, the “Project”); and

WHEREAS, to provide for the most cost-effective method of financing the Project, the City desires to participate in the State of Missouri Clean Water State Revolving Fund Direct Loan Program (the “CWSRF Direct Loan Program”) of the Missouri Department of Natural Resources (“DNR”) and the Clean Water Commission of the State of Missouri (the “Commission”); and

WHEREAS, in connection with the Project, the Commission has approved (a) a loan to the City to be made by DNR pursuant to a Purchase Agreement (the “Purchase Agreement”) by and between the City and DNR (the “Loan”) and (b) a grant to the City in the maximum amount of $3,500,000 (the “Grant”) to be administered by DNR pursuant to a Grant Agreement (the “Grant Agreement”) by and between the City and DNR; and

WHEREAS, in order to evidence the Loan, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that the City issue its Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024 (the "Bond") in the maximum principal amount of $6,501,000 pursuant to this Ordinance; and

WHEREAS, the City is authorized under its Charter, the Constitution and laws of the State of Missouri, to issue and sell special obligation bonds for the purpose of paying all or part of the cost of extending and improving the System and to provide for the payment of the principal of and interest on such special obligation bonds to be payable solely from any legally available revenues of the City annually appropriated by the City Council; 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 the Bond be issued and secured in the form and manner provided in this Ordinance and be sold to DNR under the CWSRF Direct Loan Program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, 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 CWSRF Direct Loan Program.

"Administrative Fee" means the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bond Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bond), payable to the Paying Agent, subject to annual appropriation by the City Council, 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.

"Bond" means the Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, authorized and issued under this Ordinance.

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

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

"Construction Fund" means the Construction Fund established by Section 401 and Section 4 of the Escrow Agreement.

"Consulting Engineer" means an independent engineer or engineering firm with experience in designing and constructing stormwater facilities and retained by the City.

"Cumulative Principal Amount Outstanding" means the sum of (a) the purchase price of the Bond 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, plus (b) each additional Purchase Price Installment, as notated on the Bond by the Paying Agent, less (c) the principal amount redeemed pursuant to Article III.

"Debt Service Account" means the account designated as such and created by Section 401.

"Debt Service Fund" means the Debt Service Fund established by Section 401 and Section 4 of the Escrow Agreement.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund established by Section 401 and Section 4 of the Escrow Agreement.

"Debt Service Reserve Requirement" means an amount equal to $398,225.12.

"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 the Bond pursuant to Article X will cause the discharged Bond to be rated in the highest long-term category by a nationally recognized securities rating agency as designated by DNR; 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 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, in substantially the form attached hereto as Exhibit C, as supplemented, modified or amended in accordance with its terms, related to the Bond.

"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.

"Grant Agreement" means the Grant Agreement between the City and DNR, in substantially the form attached hereto as Exhibit E, as supplemented, modified or amended in accordance with its terms.

"Interest Payment Date" means each January 1 and July 1, commencing July 1, 2025.

"Interest Period" means each six-month period from January 1 through June 30 and July 1 through December 31.

"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.

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

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

(1) any portion of the Bond canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(2) any portion of the Bond for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 901;

(3) any portion of the Bond in exchange for which, or in lieu of which, another Bond or Bonds have been registered and delivered pursuant to this Ordinance; and

(4) any portion of the Bond allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

"Owner" means DNR or any assignee, successor or transferee of DNR.

"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.

"Principal Payment Date" means each January 1 and July 1, commencing January 1, 2027, and any date on which all or part of the Bond is optionally redeemed in accordance with Section 301.

"Purchase Agreement" means the Purchase Agreement between the City and DNR, in substantially the form attached hereto as Exhibit D, as supplemented, modified or amended in accordance with its terms, related to the Bond.

"Purchase Price Installment" means the amount paid by DNR from time to time in accordance with Section 3.3 of the Purchase Agreement and deposited in the Construction Fund or otherwise in accordance with Section 403.

"Quarterly Payment Date" means each March 15, June 15, September 15 and December 15, commencing March 15, 2025.

"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 401 and Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of the CWSRF Direct Loan Program.

"State" means the State of Missouri.

"Stated Maturity" means January 1, 2039, the final maturity date of the Bond; provided, however, that such date shall be subject to change pursuant to Section 302 hereof and Section 3.4 of the Purchase Agreement.

ARTICLE II

AUTHORIZATION OF THE BOND

Section 201. Authorization of the Bond. The Bond is authorized and directed to be issued in the Maximum Principal Amount subject to the terms and for the purposes of this Ordinance. Upon the Completion of Funding pursuant to the Purchase Agreement, the principal amount of the Bond issued under this Ordinance will be the Cumulative Principal Amount Outstanding plus the principal amount previously redeemed pursuant to Article III.

Section 202. Security for the Bond.

(a) The Bond is a special, limited obligation of the City payable as to both principal and interest from funds annually appropriated by the City from sources available for such purpose. The obligation of the City to make payments into the Debt Service Account for further credit to the Repayment Fund and any other obligations of the City under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation, and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year, plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

(b) The covenants and agreements of the City contained in this Ordinance and in the Bond shall be for the equal benefit, protection and security of the legal owners of any or all of the Bond, all of which shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein provided to the payment of the principal of and the interest on the Bond, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance.

(c) The City Council hereby directs that from and after delivery of the Bond and so long as any portion of the Bond remains Outstanding, subject to paragraph (a) above, the City Manager, the Director of Finance or any other officer of the City at any time charged with the responsibility of formulating budget proposals shall (i) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bond in the next succeeding Fiscal Year, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bond in the next succeeding Fiscal Year. The City is not required or obligated to make any such annual appropriation, and the decision of whether to appropriate such funds will be solely within the discretion of the then-current City Council.

Section 203. Description of the Bond. The Bond consists of one fully-registered bond numbered from R-1, in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof, or if the principal amount of the Bond is less than $100,000, then an amount equal to the principal amount of the Bond (the "Authorized Denomination"). The Bond will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bond is dated as of the Closing Date. The Bond 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 Bond will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to the Bond) 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 Bond, bond registrar for the registration, transfer and exchange of the Bond 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 the Bond.

(a) Payment of the Bond 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 the Bond at Stated Maturity or upon earlier redemption and the interest payable on the 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 Bond 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 the Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bond 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 the Bond 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 Bond 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 the Bond.

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

(b) Upon surrender of the 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 an Authorized Denomination, of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Any Bond 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. Any Bond presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of the Bond 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 Bond.

(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 Bond, 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 the Bond.

(a) The 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 the Bond ceases to be an officer before the delivery of the 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 Bond as specified in this Article, and when executed, to deliver the Bond 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) Prior to the Completion of Funding, promptly upon the receipt by the Paying Agent of each 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 a 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 related to Purchase Price Installments will be made after the Completion of Funding.

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. Any Bond that has 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 Bond. The Paying Agent will periodically destroy canceled Bonds. If requested by City, 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 Bond; Authorization and Execution of Documents.

(a) The Bond will be sold to the Owner at the purchase price of 100% of the initial Purchase Price Installment paid on the Closing Date plus each Purchase Price Installment made by the Owner thereafter pursuant to Section 3.3 of the Purchase Agreement, without accrued interest.

(b) The City is authorized to enter into the Purchase Agreement, the Escrow Agreement and the Grant Agreement, in substantially the forms presented to the Governing Body at this meeting and attached hereto as exhibits. The City Manager is authorized to execute the Purchase Agreement, the Escrow Agreement and the Grant Agreement for and on behalf of and as the act and deed of the City, with changes approved by the City Manager, which approval will be conclusively evidenced by the signature of the City Manager of the City on such documents. The City Manager 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, the Grant 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 THE BOND

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, the Bond may be called for redemption and payment prior to the Stated Maturity thereof in whole or in part at any time on or after the 10th anniversary of the Closing Date, 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 Bond is 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.

(a) The Bond is 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.

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest $0.01).

(c) If the final date of Initiation of Operations, as certified by the City pursuant to Section 3.4(a) of the Purchase Agreement, will cause the final Principal Payment Date to be more than 20 years from the date of Initiation of Operations, the Stated Maturity of the Bond will be revised to be not more than 20 years from the certified date of Initiation of Operations and the principal amount for each remaining Principal Payment Date will be modified on a proportionate basis (to the nearest $0.01).

Section 303. Revisions to Exhibit B upon Partial Redemption.

(a) Upon the partial redemption of the Bond pursuant to Section 301 or if Section 302(b) is applicable, 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 Bond 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 the Bond is required to be given. If the Bond is being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by the Owner of the Bond or portion thereof 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 the Bond 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 of the Outstanding Bond is to be redeemed, the identification number, if any, the Stated Maturity and, the principal amount of the Bond to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon the Bond or portion of the 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 Bond must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bond 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 Bond will cease to bear interest. Upon the surrender of the Bond or portions thereof for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owner.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Establishment of Funds and Accounts.

(a) The City hereby creates a separate account in the treasury of the City, known respectively as the Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, Debt Service Account (the “Debt Service Account”).

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

(i) the Debt Service Fund;
(ii) the Construction Fund;
(iii) the Repayment Fund, consisting of the Principal Account and the Interest Account;
(iv) the Administrative Expense Fund; and
(v) the Debt Service Reserve Fund.

Section 402. Administration of Funds and Accounts. The accounts described in Section 401(a) will be maintained and administered by the City under this Ordinance while the Bond is 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 Bond is Outstanding.

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

(a) On the Closing Date, the proceeds received from the sale of the Bond will be deposited upon the delivery of the Bond into the Debt Service Reserve Fund, the Construction Fund and the Administrative Expense Fund as provided in the Escrow Agreement. Thereafter, each Purchase Price Installment will be deposited into the Construction Fund.

(b) Moneys in the Construction Fund will be disbursed for the purpose of paying the Eligible Costs of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the Governing Body and DNR and on file in the office of the City Clerk, including any alterations in or amendments to the plans and specifications approved by the Governing Body and DNR with the advice of the Consulting Engineer.

(c) Requisitions will be submitted for funding of the Purchase Price Installments and resulting withdrawals from the Construction Fund in accordance with Article III of the Purchase Agreement. Funds will be disbursed from the Administrative Expense Fund as provided in the Escrow Agreement.

(d) Moneys in the Debt Service Reserve Fund shall be applied in accordance with Section 505 hereof and Section 9A of the Escrow Agreement.

ARTICLE V

APPLICATION OF REVENUES

Section 501. Debt Service Account. The City covenants and agrees that from and after the delivery of the Bond and so long as any portion of the Bond remains Outstanding and unpaid, any moneys appropriated by the City Council for the payment of the Bond will be deposited into the Debt Service Account. Such funds will be segregated from all other moneys, revenues, funds and accounts of the City. The Debt Service Account will be administered and applied solely for the purposes and in the manner provided in this Ordinance.

Section 502. Application of Moneys in the Debt Service Account. The City will apply moneys in the Debt Service Account, 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 as follows:

(a) to the Interest Account of the Repayment Fund, on March 15, 2025, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bond 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 Bond on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

(i) the investment earnings on the Construction Fund for the preceding calendar quarter will be credited against the next Quarterly Payment,

(ii) for purposes of the first Quarterly Payment of each Interest Period, except as provided in Section 10 of the Escrow Agreement, the amount of interest due on the next Interest Payment Date will be estimated based upon an expected disbursement schedule for the Interest Period provided by the City to DNR and the Paying Agent, and

(iii) for purposes of the second Quarterly Payment of each Interest Period, the interest due on the next Interest Payment Date will be calculated by the Paying Agent based upon Purchase Price Installments funded at least three Business Days prior to the Quarterly Payment Date and the second Quarterly Payment calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bond on the Interest Payment Date; and

(b) to the Principal Account of the Repayment Fund, on September 15, 2026, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bond on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption; provided, however, that if the Initiation of Operations specified in the certificate delivered by the City under Section 3.4(a) of the Purchase Agreement is earlier than the expected Initiation of Operations, all remaining unpaid principal installments of the Bond will be paid on the Quarterly Payment Date that is not more than 20 years after the certified date of Initiation of Operations (as set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement).

Section 503. Transfer of Funds to Paying Agent. To provide for the timely payments on the Bond when due, the Director of Finance or any other officer of the City is authorized and directed to make the payments from the Debt Service Account to the Principal Account or the Interest Account of the Repayment Fund as provided in Section 502, in sums sufficient to pay the Bond 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 Bond are due. Upon the payment of all principal and interest on the Bond, 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 504. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bond 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 505. Application of Moneys in the Debt Service Reserve Fund.

(1) Moneys in the Debt Service Reserve Fund will be expended and used solely to prevent any default in the payment of interest on or principal of the Bond on any Interest Payment Date or Stated Maturity of the Bond if the moneys in the Principal Account and the Interest Account are insufficient to pay the interest on or principal of the Bond as they become due. Moneys in the Debt Service Reserve Fund may be applied to final payment on the Bond or, at the written direction of the City, be applied to the optional redemption of the Bond, provided the Bond is called for redemption pursuant to the terms of this Ordinance, will be redeemed in whole and funds are available (including the amount on deposit in the Debt Service Reserve Fund) to redeem the Bond.

(2) So long as the Debt Service Reserve Fund aggregates the Debt Service Reserve Requirement, no further payments into the Debt Service Reserve Fund shall be required, but if any amount in the Debt Service Reserve Fund is expended in accordance with subparagraph (1) and such expenditure reduces the amount of the

Debt Service Reserve Fund below the Debt Service Reserve Requirement, commencing on the first Quarterly Payment Date following the expenditure, and on each Quarterly Payment Date thereafter, the City will, subject to appropriation by the Governing Body, transfer to the Paying Agent for deposit to the Debt Service Reserve Fund, an amount equal to 1/4 of the amount expended until the balance in the Debt Service Reserve Fund again equals the Debt Service Reserve Requirement.

(3) Any investment earnings on the Debt Service Reserve Fund will be credited to the Debt Service Reserve Fund, or if the balance in the Debt Service Reserve Fund equals the Debt Service Reserve Requirement, amounts in excess of the Debt Service Reserve Fund will be transferred by the Paying Agent on each January 1 and July 1 to the Debt Service Fund pursuant to Section 9A of the Escrow Agreement. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the City.

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.

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

The City covenants and agrees with the Owner of the Bond that so long as any portion of the Bond remains Outstanding and unpaid it will comply with each of the following covenants:

Section 701. 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 City 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 702. Annual Audit.

(a) Promptly after the end of each Fiscal Year, the City will cause an audit of the City for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose.

(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, the Owner, or anyone acting for or on behalf of the taxpayer or Owner.

(d) The City acknowledges its undertakings with respect to audits set forth in Section 2.1 of the Purchase Agreement.

ARTICLE VIII

DEFAULT AND REMEDIES

Section 801. Events of Default. If (a) the City fails to pay, or cause to be paid, any Bond Payment required to be paid when due and for which moneys have been duly appropriated by the City Council 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 Purchase Agreement, the Escrow Agreement, the Grant Agreement or the Constitution or laws of the State relating to the Bond or the operation of the System and such non-compliance continues for a period of 60 days after written notice specifying such 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 802. Remedies. The provisions of this Ordinance constitute a contract between the City and the Owner of the Bond. The Owners of not less than 10% in principal amount of the Bond at the time Outstanding have the right for the equal benefit and protection of all Owners of the Bond similarly situated:

(a) 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 and the laws of the State;

(b) 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

(c) 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 Bond.

Section 803. 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 804. 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 Bond 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 Bond will be restored to their former positions and rights under this Ordinance.

Section 805. No Obligation to Appropriate Moneys or Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to appropriate moneys for the payment of the Bond or to make any other payment hereunder or to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bond.

Section 806. No Acceleration. Notwithstanding any provision in this Ordinance to the contrary, the Bond is not subject to acceleration upon the occurrence of an event of default hereunder.

ARTICLE IX

DEFEASANCE

Section 901. Defeasance. When the Bond has been paid and discharged, then the requirements contained in this Ordinance and all rights granted hereby shall terminate. The Bond 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, at or prior to Stated Maturity or redemption date of said Bond, 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 Bond on 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 Bond shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bond, 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 Bond; and provided further, however, that if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond at their Stated Maturity or upon redemption, there shall be filed with the City, the Owner and the Paying Agent (i) an Opinion of Bond Counsel (as defined in Article V of the Purchase Agreement) to the effect that the conditions for the defeasance of the Bond pursuant to this Section have been complied with and (ii) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond at the Stated Maturity or upon redemption, a 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 the Bond 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 Bond, 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 X

AMENDMENTS

Section 1001. Amendments.

(a) Any provision of the Bond or of this Ordinance may be amended by an ordinance with the prior written consent of the Owner. Consent must be evidenced by an instrument executed by the Owner, 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 Owner and the Paying Agent an Opinion of Bond Counsel (as defined in Article V of the Purchase Agreement) stating that the amendment is permitted by this Ordinance, the City's Charter, the Constitution and laws of the State, 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 XI

MISCELLANEOUS PROVISIONS

Section 1101. Budget Adjustment for Fiscal Year Ending June 30, 2025; Accounting.

(a) The City’s budget for the Fiscal Year ending June 30, 2025, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 36, a copy of which is attached as Exhibit G. The Governing Body finds that the budget adjustment made in this Section has been recommended by the City Manager and further finds that an emergency exists and the budget adjustment herein made is necessary to meet the pressing need for payment of current expenses of the City government.

(b) The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. If additional funding is required, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20% of the sum shown in Exhibit G.

Section 1102. Further Authority. The officers of the City, including the Mayor, the City Manager 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 1103. Electronic Transactions. The transactions described in this Ordinance and the Bond 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 1104. 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 1105. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1106. Declaration of Emergency; Effective Date. The City Council finds and declares that this Ordinance constitutes an emergency because it pertains to the payment of current expenses of the City pursuant to Section 2.12(3) of the City Charter. Therefore, this Ordinance is in full force and effect from and after its passage.

Passed at meeting: ______________________

____
Mayor

Attest: ______________________________________, City Clerk

Filed as Ordinance: ______________________

Approved as to form: __________________________, Assistant City Attorney

Approved for Council action: ________________________________, City Manager

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-1	Registered Not to exceed $6,501,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI

SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

Closing Date	Interest Rate	Stated Maturity†
		January 1, 2039

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED SIX MILLION FIVE HUNDRED AND ONE THOUSAND DOLLARS

The CITY OF SPRINGFIELD, 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, but solely from the source and in the manner herein specified, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing July 1, 2025 (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 Bond is

† Subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement.

also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from the 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 "Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024" (the "Bond"), issued by the City for the purpose of extending and improving the stormwater 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 provisions of the City's Charter, the Constitution and laws of the State, and an ordinance duly passed by the City Council of the City (the "Ordinance").

At the option of the City, the Bond may be called for redemption and payment prior to maturity in whole or in part at any time on or after the 10th anniversary of the Closing Date with the prior written consent of the Owner as provided in the Ordinance at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

The Bond is 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 portion thereof 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 Bond or portions thereof 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 Bond or applicable portions thereof shall cease to bear interest.

The Bond is a special, limited obligation of the City payable as to both principal and interest from funds annually appropriated by the City from sources available for such purpose. The obligation of the City to make payments into the Debt Service Account for further credit to the Repayment Fund and any other obligations of the City under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation, and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year, plus (ii) any unencumbered balances for previous years.

The Bond is issuable in the form 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 Bond is less than $100,000, then an amount equal to the principal amount of the Bond (an "Authorized Denomination").

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, with 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.

[Remainder of Page Intentionally Left Blank]

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 Bond have existed, happened and been performed in due time, form and manner as required by law.

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

(SEAL) CITY OF SPRINGFIELD, MISSOURI

ATTEST:

______________________________ By ______________________________
City Clerk Mayor

CERTIFICATE OF AUTHENTICATION

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

Registration Date: ____________________

UMB BANK, N.A., Paying Agent

By ______________________________
Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND REDEMPTIONS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial redemptions 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 SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

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 such portion of the Bond. No further entries to Schedule A related to Purchase Price Installments will be made after the Completion of Funding.

(2) Commencing with first Principal Payment Date if prior to Completion of Funding.

CERTIFICATE OF CITY ATTORNEY

Approved as to form: ______________________________, City Attorney

[Bond]

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

Redemption Date	Principal Amount	Redemption Date	Principal Amount
January 1, 2027	$231,000	July 1, 2033	$262,000
July 1, 2027	233,000	January 1, 2034	264,000
January 1, 2028	235,000	July 1, 2034	267,000
July 1, 2028	238,000	January 1, 2035	270,000
January 1, 2029	240,000	July 1, 2035	272,000
July 1, 2029	242,000	January 1, 2036	275,000
January 1, 2030	245,000	July 1, 2036	278,000
July 1, 2030	247,000	January 1, 2037	280,000
January 1, 2031	250,000	July 1, 2037	283,000
July 1, 2031	252,000	January 1, 2038	286,000
January 1, 2032	254,000	July 1, 2038	289,000
July 1, 2032	257,000	January 1, 2039†	292,000
January 1, 2033	259,000		

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†Stated Maturity; subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement

PURCHASE AGREEMENT

Dated as of December 1, 2024

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF SPRINGFIELD, MISSOURI

relating to

NOT TO EXCEED $6,501,000
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

OF THE

CITY OF SPRINGFIELD, MISSOURI

TABLE OF CONTENTS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of December 1, 2024, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns (“DNR”), and the CITY OF SPRINGFIELD, 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 1.1 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 Clean Water State Revolving Fund Direct Loan Program (the “CWSRF Direct Loan Program”) and has stated its intent to make loans and grants to political subdivisions and other qualified recipients of the State of Missouri.

2. The Commission has approved (a) a loan to the Participant to be made by DNR pursuant to this Agreement (the “Loan”), and (b) a grant to the Participant to be administered by DNR pursuant to the Grant Agreement.

3. DNR and the Participant have entered into this Agreement to (a) provide for the Loan to finance improvements to certain publicly-owned or other qualified stormwater facilities (the “Project” as further described in this Agreement), (b) set forth the parties’ respective covenants and agreements respecting the application of the net proceeds of the Loan and the implementation of the Project, and (c) satisfy the obligations of DNR under the Federal Act and EPA guidance related to the CWSRF Direct Loan Program and to preserve The Water and Wastewater Loan Fund in perpetuity.

4. The Loan will be evidenced by the Bond of the Participant delivered to DNR, as owner of the Bond (the “Owner”), in the form authorized by the ordinance of the Participant (the “Ordinance”).

5. 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 December 1, 2024 (the “Escrow Agreement”), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the “Paying Agent”).

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:

“Actual Reimbursement Amount” means the amount of a Requisition approved for payment in accordance with Section 3.3.

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

"Authorized Representative" means any person designated in writing by a certificate executed by the Participant and filed with the Paying Agent and DNR.

"Bond" means the Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, issued by the Participant pursuant to the Ordinance.

"Bond Payments" means the amounts required to be paid by the Participant in repayment of the Bond pursuant to Section 4.1.

"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.

"CFR" means the Code of Federal Regulations.

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

"Completion of Funding" means the date, established by the Participant, that no further Requisitions will be submitted by the Participant, and therefore no further Purchase Price Installments will be funded by DNR, as evidenced by a written certificate executed by the Authorized Representative and filed with DNR and the Paying Agent.

"Costs of Issuance" means, collectively, the Master Trust Bonds Expense and other costs of issuing the Bond as certified by the Participant.

"Disbursement" means each amount advanced from the Construction Fund to the Participant by DNR under this Agreement and Section 7 of the Escrow Agreement to pay Eligible Costs and Costs of Issuance, in an amount equal to the applicable Purchase Price Installment deposited by DNR pursuant to Section 3.3.

"Eligible Costs" means Project Costs determined by DNR to be eligible under the Regulations.

"EPA" means the Environmental Protection Agency.

"Escrow Agreement" means the Escrow Trust Agreement dated as of December 1, 2024, 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 July 1 through June 30.

"Funding Sources" means the sources identified by DNR from time to time to fund the Loan, initially as described in Section 2.2.

"Governing Body" means the Participant's City Council.

"Grant" means the grant to the Participant administered by DNR pursuant to the Grant Agreement, in the maximum amount of $3,500,000 (or such higher amount as may be approved by the Commission and DNR), funded in installments.

"Grant Agreement" means the Financial Assistance Agreement dated on or prior to the Closing Date, between the Participant and DNR, together with all related attachments, as supplemented, modified or amended in accordance with its terms.

"Ineligible Costs" means Project Costs that are not Eligible Costs.

"Initiation of Operations" means the date when the first major constructed component is capable of being used for its intended purpose.

"Loan" means the loan by DNR to the Participant, funded in installments from the Funding Sources in accordance with, and subject to the terms and conditions of, this Agreement. The Loan is evidenced by the Bond.

"Local 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 engaged by the Participant and approved by a written instrument from DNR to the Participant and the Paying Agent.

"Master Trust Agreement" means the Amended and Restated Master Trust Agreement dated as of as of December 1, 2020, between the Authority 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 $39,006.00, 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 applicable Master Trust Agreement, and any successor master trustee pursuant to a Master Trust Agreement.

"Maximum Principal Amount" means $6,501,000.

"Ordinance" means the ordinance of the Participant, passed on December 3, 2024, authorizing the issuance of the Bond, as supplemented, modified or amended in accordance with its terms.

"Program 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 engaged on behalf of DNR in connection with the CWSRF Direct Loan Program.

"Project" means the acquisition, construction, improvement and equipping of certain stormwater facilities of the Participant further described as follows:

> The Renew Jordan Creek – Main to Boonville Project will daylight approximately 1,200 linear feet of Jordan Creek that is currently enclosed in concrete box culverts and create a mixed-use urban park adjacent to the creek that would serve as a community gathering space. The Project also aims to reduce flooding in downtown Springfield and improve the ecological

conditions of Jordan Creek. The Project includes all necessary appurtenances and tasks to complete the Project and have an operable system. The Project further includes all changes agreed to in writing by the Participant and DNR. The Loan and the Grant will be used consistent with the requirements described in the FFY 2025 Clean Water Intended Use Plan for eligible program costs.

"Project Costs" means all costs or expenses that are necessary, incident or directly attributable to the Project, consisting of Eligible Costs and Ineligible Costs, if any.

"Project Schedule" means the schedule for completion of the Project that is estimated by the Participant to be the following as of the date of execution of this Agreement:

Event	Projected Date (month/year)
Advertising for bids	August 2024
Bid opening	September 2024
Construction start	December 2024
Initiation of Operations	December 2026
Construction completion	December 2026
Project completion	December 2026

"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.

"Requisition" means the Reimbursement Form in substantially the form of Exhibit A, with such changes as are approved by DNR with written notice to the Participant and the Paying Agent.

"SRF Program" means the Missouri Leveraged State Drinking Water Revolving Fund Program, the Missouri Leveraged State Water Pollution Control Revolving Fund Program, the State of Missouri Drinking Water State Revolving Fund Direct Loan Program, and/or the State of Missouri Clean Water State Revolving Fund Direct Loan Program.

"State" means the State of Missouri.

"Supplemental Agreement" means any agreement supplementing or amending this Agreement pursuant to Section 8.6.

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 of the Financial Assistance Center 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), who shall have continued authority to grant such approvals and consents, deliver notices and perform other actions of DNR under this Agreement.

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 undertake and complete the Project, to execute and deliver Agreement, the Escrow Agreement, and the Grant Agreement, to issue the Bond, to pledge, subject to annual appropriation, the sources for repayment of the Loan and the Bond under this Agreement, the Ordinance and the Bond, 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 and complete the Project have been duly and lawfully passed.

(iv) This Agreement, the Escrow Agreement, the Bond, the Ordinance, and all other ordinances of the Participant authorizing the Participant to undertake and complete the Project 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 on the Participant's application for participation in the CWSRF Direct Loan Program, or otherwise, 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 in the Participant's application for participation in the CWSRF Direct Loan Program or otherwise.

(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 Project 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 undertaking, completion or financing of the Project.

(g) Source for Repayment. The Participant currently intends, subject to annual appropriation by the Governing Body of the Participant, to use capital improvement sales tax revenues for repayment of the Loan. Upon appropriation by the Governing Body of the Participant of such sales tax revenues or other legally available funds of the Participant in each Fiscal Year, the Participant will have a dedicated revenue source for the repayment of the Loan.

(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) Control of Project Site. The Participant will provide, or has provided, written assurance to DNR, signed by an attorney, that the Participant has proper title, easements, and rights-of-way to the property on or through which the Project is to be constructed. This written assurance will be provided prior to construction contract award.

(j) Bid Solicitations. 10 CSR 20-4.040 – Debarment and Suspension establishes procedures that require agencies to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. The Participant acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in the termination of the Participant's participation in the CWSRF Direct Loan Program and may also result in suspension or debarment under the Regulations.

(k) Reserved.

(l) Performance and Payment Bonds. The Participant will require any Project contractor to post a separate performance bond and a separate payment bond or other security approved by DNR, each in the amount of the bid.

(m) Disadvantaged Business Enterprises ("DBEs").

(1) The Participant will ensure that DBEs have the opportunity to compete as sources for the procurement of supplies, equipment, construction and services related to this Agreement. The Participant agrees to include information about these requirements in solicitation documents, including the following:

(A) the prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Participant;

(B) the Participant must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor;

(C) if a DBE subcontractor fails to complete work under its subcontract for any reason, the prime contractor must employ the "six good faith efforts" described in subparagraph (2) if soliciting a replacement subcontractor; and

(D) the prime contractor is to employ the "six good faith efforts" even if the prime contractor has achieved its "fair share goals" (the current "fair share goals" are 10% for Minority Business Enterprises ("MBE") and 5% for Women Business Enterprises ("WBE")).

(2) The "six good faith efforts" are:

(A) ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For indian tribal, state and local and government recipients, this includes placing DBEs on solicitation lists and soliciting them whenever they are potential sources;

(B) make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date;

(C) consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For indian tribal, state and local government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;

(D) encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;

(E) use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(F) require any prime contractor or other recipient, if it is awarding subcontracts, to take the affirmative steps in clause (B) of this subparagraph.

(3) DBE Reporting: MBE/WBE reporting is required where there are funds budgeted for procuring construction, equipment, services and supplies, that exceed the threshold amount of \$250,000, including any amendments and/or modifications. Once the threshold is exceeded, all procurement actions are reportable, not just that portion that exceeds the threshold. The Participant shall utilize EPA form 5700-52A to annually report to DNR procurements for the Project. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after completion of construction of the Project, whichever comes first.

(n) Prevailing Wage. The Participant will require any Project contractor and subcontractor to pay all laborers and mechanics employed by the contractor or subcontractor at rates not less than the greater of (1) those rates prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act), as required by Sec. 602(b)(6) of the Federal Water Pollution Control Act or (2) those rates required pursuant to Chapter 290 of the Revised Statutes of Missouri, as amended. The Participant agrees to include information about these requirements in solicitation documents.

(o) Retainage. The Participant shall comply with the provisions of Section 8.960 of the Revised Statutes of Missouri, as amended, with respect to the amount of any retainage required to be withheld on any construction contract or subcontract for the Project.

(p) Contract Award. The Participant, with the prior written concurrence of DNR, will award any construction contract or contracts for the Project to the lowest responsive and responsible bidder.

(q) Completion of Project and Provision of Moneys. The Participant agrees:

(i) to exercise its best efforts in accordance with prudent stormwater utility practice to complete the Project in a timely manner in accordance with the Project Schedule; and

(ii) subject to the provisions of the Ordinance, to provide from its own financial resources all moneys in excess of the amount available under this Agreement and the Grant Agreement required to complete the Project.

(r) Requests for Funding; Use of Proceeds. The Participant will request the funding of Purchase Price Installments to pay Eligible Costs in accordance with this Agreement to the extent the sum of Purchase Price Installments and Costs of Issuance has not exceeded the Maximum Principal Amount, in order to provide for the prompt payment of the contractors. The Participant will apply the Disbursements to finance a portion of the Project Costs, and, where applicable, to reimburse the Participant for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement from moneys held in the Construction Fund and is eligible for reimbursement pursuant to the Regulations. All costs will be Eligible Costs that DNR is authorized to finance pursuant to the Federal Act and the Regulations.

(s) Notice of Completion. The Participant will provide written notice of the Initiation of Operations and the completion of construction of the Project to DNR within 45 days after the occurrence of each of these events.

(t) Compliance Certification. This paragraph is applicable if DNR notifies the Participant in writing that the actions described in this paragraph are required. On the first anniversary of the Initiation of Operations, the Participant will certify to DNR whether the Project meets the Project performance standards. Any statement of noncompliance must be accompanied by a corrective action report containing an analysis of the cause of the Project's failure to meet performance standards, the actions necessary to bring it into compliance and a projected date for positive certification of the Project. Timely corrective action will be implemented by the Participant.

(u) Retention of Project Records. The Participant will retain all Project records in accordance with Section 5.12 and Chapter 109 of the Revised Statutes of Missouri, as amended.

(v) Operations and Maintenance of System; User Charge Ordinance.

(i) The Participant will, in accordance with prudent stormwater utility practice:

(A) at all times operate the System in an efficient manner;

(B) maintain the System in good repair, working order and operating condition over the structural and design life of the System; and

(C) in accordance with 10 CSR 20-9.020(2) of the Regulations, provide a certified operator for the life of the System.

(ii) Pursuant to 10 CSR 20-4.040(16) of the Regulations, the Participant has adopted and will maintain, for the useful life of the Project, a user charge and sewer use rate system pursuant to an ordinance of the Governing Body. Notwithstanding the foregoing, the Parties acknowledge and agree that revenues generated from such user charge and sewer use rate system are not pledged to the repayment of the Bond.

(w) Records and Accounts; Audits.

(i) The Participant will keep accurate records and accounts of the Participant's funds and accounts (the "Participant Records"). The Participant Records will be available for inspection by DNR at any reasonable time.

(ii) The Participant will maintain the Participant 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)*.

(iii) Promptly after the end of each Fiscal Year, the Participant will cause an audit of the Participant for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose pursuant to the Ordinance. 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, if the Participant expends during any Fiscal Year an aggregate amount of $1,000,000 or more of federal assistance (1) under the SRF 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 SRF 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 Project and the Loan and (B) permit the examination and inspection of all property, equipment and facilities constituting the Project.

(x) Inspections; Information. The Participant will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine, visit and inspect the 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.

(y) 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 stormwater facilities, insofar as the properties are insurable at a commercially reasonable cost.

(z) 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 Participant including, but not limited to, the failure of the Governing Body to appropriate funds to make Bond Payments in any Fiscal Year, the inability of the Participant to make the Bond Payments and/or otherwise observe and perform its agreements under this Agreement.

(aa) Completion Required Without Regard to Sufficiency of Loan. Subject to the provisions of the Ordinance, the Participant agrees to complete the Project whether or not the proceeds from the Loan are sufficient to complete the Project.

(bb) Signage - Enhancing Public Awareness. 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 CWSRF Direct Loan Program. DNR will comply with the terms and conditions of its agreements with EPA applicable to the CWSRF Direct Loan Program.

(c) DNR commits to fund the Loan from one or more of 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) any available funds pursuant to a capitalization grant agreement with the EPA;

(ii) any available funds designated as the State's required matching funds necessary to receive ongoing capitalization grants from the EPA including, but not limited to, proceeds from the sale of Master Trust Bonds issued by the Authority designated as "State Match Bonds" (as defined in the Master Trust Agreement);

(iii) any available proceeds from the sale of Master Trust Bonds issued by the Authority designated as "Leveraged Bonds" (as defined in the Master Trust Agreement); and/or

(iv) The Water and Wastewater Loan Revolving Fund.

(d) This Loan has not been designated as a "federal equivalency project."

(e) 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 Bond in the maximum principal amount of $6,501,000, to be authenticated by the Paying Agent and 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, the Grant 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) a signed copy of the opinion of Local Bond Counsel to the effect that the execution and delivery of this Agreement, the Escrow Agreement and the Bond have been duly authorized by the Participant; this Agreement, the Escrow Agreement and the Bond 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 Bond is a valid and binding special, limited obligation of the Participant payable as to both principal and interest from funds annually appropriated by the Participant from sources available for such purpose. In rendering the foregoing opinion, Local Bond Counsel may take an exception on account of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan in installments to the Participant in the maximum principal amount of $6,501,000 to pay Eligible Costs of the Project and to pay Costs of Issuance. The Maximum Principal Amount may be reduced without revision of any other terms, provisions or conditions of this Agreement to reflect reductions in the estimated or actual total Eligible Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Loan is evidenced by the Bond.

Section 3.3 Funding of Purchase Price Installments and Disbursements.

(a) DNR will fund Purchase Price Installments and moneys will be disbursed from the Construction Fund to the Participant only once each calendar month in accordance with this Section and the Escrow Agreement. DNR will not fund a Purchase Price Installment in the months of June and December after the date that is two Business Days prior to the 15th calendar day of those months, unless (i) the Participant has made special arrangements with DNR and the Paying Agent to assure that interest on the Bond payable on the following Interest Payment Date will be calculated and payment received by the Paying Agent not less than two Business Days prior to the Interest Payment Date, and (ii) DNR and the Paying Agent have agreed to the special arrangements, in their sole discretion.

(b) The Participant will deliver, by overnight delivery, regular mail service or electronic mail, a completed Requisition to DNR. The Requisition must be executed by the Authorized Representative, set forth the amounts due and payable to the payees identified in signed invoices or statements attached to the Requisition submitted to DNR, and contain any additional information requested by DNR. The execution and delivery of a Requisition will constitute a representation by the Participant that, to the best of its knowledge, the amounts for which a Requisition is submitted are due and payable and constitute Eligible Costs and/or Costs of Issuance. Notwithstanding any provision herein to the contrary, no Requisition is required for the initial Purchase Price Installment related to the payment of Costs of Issuance or amounts necessary to initially fund the Debt Service Reserve Fund.

(c) DNR will use its best efforts to review a Requisition within ten Business Days after its receipt to determine if any Project Costs are Ineligible Costs. This determination will be conclusive, unless determined otherwise by EPA in its annual oversight reviews. DNR will notify the Paying Agent of DNR's approval of the Requisition in whole or in part by transmitting to the Paying Agent the approved Requisition. The approved Requisition will not be accompanied by applicable vouchers and statements. DNR will not approve any Requisition upon an Event of Default by the Participant or the issuance of a stop-work order by EPA or DNR.

(d) Upon DNR's approval of a Requisition, DNR will fund a Purchase Price Installment of the Bond in an amount equal to the Actual Reimbursement Amount by electronic transfer of funds to the Paying Agent for deposit by the Paying Agent in the Construction Fund. Subject to Section 7 of the Escrow Agreement, the Paying Agent will pay the Actual Reimbursement Amount to the Participant within two Business Days after the Paying Agent's receipt of the approved Requisition.

Section 3.4 Completion of Project and Initiation of Operations.

(a) The completion of the Project shall be evidenced to the Paying Agent and DNR by a certificate signed by the Authorized Representative stating (i) that the Project has been completed in accordance with the plans and specifications therefor, (ii) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Participant or required to be retained pursuant to this Agreement, (iii) the date of the Initiation of Operations, and (iv) that the Project meets National Pollution Discharge Elimination System ("NPDES") permit limits, if applicable. The Participant's certificate must be accompanied by a certification by the Consulting Engineer that the Project was constructed in accordance with the approved plans and specifications and, if applicable, meets NPDES permit limits. The Participant's certificate may state that it is given without prejudice as to any rights of the Participant against third parties that exist as of the date of the certificate or that may subsequently come into being.

(b) If the date of Initiation of Operations, as certified by the Participant pursuant to subsection (a) above, will cause the final principal payment on the Loan to be more than 20 years after said date, DNR will provide a revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance to the Participant and the Paying Agent reflecting a final Principal Payment Date not more than 20 years after the certified date of Initiation of Operations.

Section 3.5 Completion of Funding.

(a) The Completion of Funding will be the date of a certificate signed by the Authorized Representative and delivered to the Paying Agent and DNR stating that no further funding of Purchase Price Installments will be requested by the Participant. DNR may direct the Participant to sign and deliver a Completion of Funding certificate in appropriate circumstances. Appropriate circumstances include, but are not limited, to the following:

(i) the Participant appears to have satisfied or is in a position to satisfy the conditions set forth in Section 3.4 for completion of the Project and/or has filed the certificate described in Section 3.4 but has not filed the Completion of Funding certificate in a timely manner;

(ii) the Participant has not submitted a Requisition for a significant period of time or otherwise demonstrated that the Participant is proceeding with due diligence to complete the Project; or

(iii) Completion of Funding has not occurred by the third anniversary of the Closing Date, unless the Participant, by written request to DNR, requests an extension and establishes to the satisfaction of DNR that Completion of Funding will occur within a reasonable period thereafter.

(b) Within 10 Business Days after the Participant has delivered the Completion of Funding certificate, DNR will provide a final debt service schedule for the Bond, which the Parties hereby acknowledge and agree shall serve as a replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance without the requirement of any further action by the Governing Body of the Participant, the Owner or the Paying Agent.

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments.

(a) The Participant will repay the Loan by making the Bond Payments in accordance with the Ordinance.

(b) The Participant represents that the first scheduled principal payment of the Bond is prior to the first anniversary of the expected Initiation of Operations.

Section 4.2 Additional Payments. The Participant will be responsible for payment of all Costs of Issuance. In addition, 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 Bond 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 Bond 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, initially in the form set forth in Exhibit C, that is completed and executed each year by an authorized officer of the Participant in compliance with the Authority's Tax Compliance Procedure.

"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 Bond.

"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 Bond proceeds prepared pursuant to Section 5.9.

"Financed Facility" means the portion of the Project consisting of property financed or refinanced with the proceeds of the Bond as described in this Agreement. If there is more than one "Project" described in the definition of "Project" in Article I, for this Article V "Financed Facility" means the Bond-financed portion of each "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 Bond. 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 Bond, which is the first date that the sum of the initial Purchase Price Installment and subsequent Purchase Price Installments exceed the lesser of $50,000 or 5% of the Maximum Principal Amount.

"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 Bond 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 Local Bond Counsel, Program Bond Counsel or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing acceptable to the Authority.

"Post-Issuance Tax Requirements" means those requirements related to the use of proceeds of the Bond, the use of the Financed Facility and the investment of gross proceeds of the Bond 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 Bond is primarily being issued for the purpose of providing funds to pay the costs of the Financed Facility. The Participant acknowledges that the investment and expenditure of proceeds of the Bond are primarily within its control and that substantially all of the net proceeds of the Bond 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 CWSRF Direct Loan Program by the purchase of the Bond 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 the Bond. The Bond is being issued for the purpose of providing funds to pay the costs of the Financed Facility, fund a debt service reserve for the Bond, and pay certain costs of issuing the Bond.

Section 5.4 Proceeds of the Bond; Other Sources.

(a) *Amount of Bond Proceeds*. The total maximum proceeds to be received by the Participant from the sale of the Bond will be $6,501,000, funded in installments, as follows: (i) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of $474,231.12 (of which $398,225.12 (the Debt Service Reserve Requirement) will be deposited into the Debt Service Reserve Fund), and (ii) the balance funded from time to time pursuant to this Agreement and deposited in the Construction Fund in accordance with the Escrow Agreement. The Participant expects to request the funding of additional Purchase Price Installments on the dates and in the amounts as set forth in the Participant's due diligence request form or related documents filed with DNR.

(b) *Other Sources*. In addition to proceeds of the Bond disbursed from time to time pursuant to this Agreement, the Participant will allocate the following funds to pay a portion of the costs of the Project:

(i) $3,500,000.00 from available grant funds under the Grant Agreement; and
(ii) $12,395,279.00 from other legally available funds of the Participant.

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 finance 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 Bond 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 Bond; (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 Bond will not be (under the terms of the Bond 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 intends to use, subject to annual appropriation by the Governing Body of the Participant, capital improvement sales tax revenues to pay the debt service on the Bond. Such tax is generally applicable and uniformly applied.

(d) *No Private Loan.* No proceeds of the Bond will be loaned directly or indirectly to any Non-Qualified User. Special assessments may be used as a source of repayment of the Bond 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 Bond 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 any Non-Qualified User with respect to the Financed Facility without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, 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, the Authority and DNR, 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. Subject to annual appropriation by the Governing Body, the Participant is required under the Ordinance to make periodic payments in amounts sufficient to pay the principal of and interest on the Bond. The Participant will deposit these payments into the Debt Service Account for further credit and deposit into the Principal Account and the Interest Account of the Repayment Fund held by the Paying Agent. Except for the Debt Service Account, the Repayment Fund, the Debt Service Fund and the Debt Service Reserve 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 Bond. The Debt Service Account, 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 Bond within each Bond Year and the Participant expects that the Debt Service Account, 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 Debt Service Reserve Fund; No Other Replacement Funds.

(a) *Debt Service Reserve Fund*. The Ordinance and the Escrow Agreement establish a Debt Service Reserve Fund to be funded at the time of issuance of the Bond in an amount equal to $398,225.12, the Debt Service Reserve Requirement. The amount to be held in the Debt Service Reserve Fund will not exceed the least of (1) 10% of the stated principal amount of the Bond, (2) the maximum annual principal and interest requirements on the Bond (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bond (determined as of the Issue Date). Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the Debt Service Fund.

(b) 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 Debt Service Account, the Repayment Fund, the Debt Service Fund and the Debt Service Reserve 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 Bond if the Participant encounters financial difficulty.

Section 5.8 Reimbursement of Expenditures. The Ordinance constitutes the Participant's declaration of its intent 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 Transcript. No portion of the net proceeds of the Bond will be 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 its file of all Requisitions and supporting invoices provided to DNR pursuant to Article III will constitute the Participant's Final

Written Allocation of the application of proceeds of the Bond 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. However, no revised Final Written 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 the Authority and DNR.

Section 5.10 Hedge Bond. The Participant expects that at least 85% of the net sale proceeds of the Bond (the sale proceeds of the Bond less any sale proceeds invested in the Debt Service Reserve Fund) will be used to carry out the governmental purpose of the Bond within three years after the Issue Date.

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 Bond 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 Bond.

(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 Bond or (ii) any obligation issued to refund the Bond. 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; SALE, LEASE OR DISPOSAL OF THE PROJECT

Section 6.1 Assignment by DNR. The Participant acknowledges that DNR may, in its sole discretion, assign the Bond 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 Program, to secure Master Trust Bonds or otherwise.

Section 6.2 Assignment by the Participant; Sale, Lease or Disposal of the Project.

(a) The Participant may sell, lease, mortgage or otherwise dispose of the 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 Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the 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 Bond in accordance with the provisions governing redemption of the Bond in advance of maturity, or (ii) replacement of the property sold, leased, mortgaged or disposed of by other property which are incorporated into the System. In the event of sale, lease or other disposition of the Project to any other entity, the Participant will provide for the full redemption of the Bond (regardless of the amount of the disposition proceeds). If the Bond 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 Project that has not been financed with Disbursements.

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 and for which moneys have been duly appropriated by the Participant's Governing Body;

(b) failure by the Participant to observe and perform any agreement under this Agreement, the Grant 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 Grant 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; provided, however, that failure by the Participant to pay any obligation that is subject to annual appropriation by the Participant's Governing Body shall not be considered an "Event of Default" under this Agreement unless moneys have been duly appropriated therefor by the Participant's Governing Body.

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 Bond then due and payable, *second*, to pay principal on the Bond 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 and the Escrow 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 related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds; 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 related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds.

(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 Bond or the Participant ("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 Bond, or other material events affecting the tax status of the Bond or Master Trust Bonds, proceeds of which have been allocated to the Bond;

(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 Bond, 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 Material Participant or the sale of all or substantially all of the assets of the Material Participant, 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 Bond 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 overnight or first class mail, postage pre-paid, or sent by electronic mail, 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 Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

DNR:

Missouri Department of Natural Resources
Financial Assistance Center
1101 Riverside Drive, P.O. Box 176 (Zip Code 65102)
Jefferson City, Missouri 65101
Attention: Director
Email: deqwpcpfacaccounting@dnr.mo.gov

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 SPRINGFIELD, MISSOURI

____
City Manager

(SEAL)

ATTEST:

____
City Clerk

Approved as to Form: _________________________________, City Attorney

Taxpayer Identification No.: 44-6000268

EXHIBIT A

FORM OF REQUISITION

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER
STATE REVOLVING FUND REIMBURSEMENT FORM

RECIPIENT ORGANIZATION:
City of Springfield-Jordan Creek
840 Boonville
Springfield, MO 65802

FUNDING PROGRAM: Clean Water
FUNDING TYPE: SRF GRANT AND DIRECT LOAN
PROJECT NUMBER: C295859-03

PAYMENT REQUEST NUMBER: ____________
LOAN TRUSTEE:
UMB BANK, NA
IN TRUST FOR CITY OF SPRINGFIELD
2 S. BROADWAY, SUITE 600
ST. LOUIS, MO 63102

If applicable, check here if are you requesting release of retainage. _________

ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Show construction, engineering, administrative costs, etc.	**Current Period**	**Cumulative**	**Office Use Only**
A. *Cost of Issuance at Loan Closing*			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
Z. Total from continuation sheet (lines L - Y)			
AA. Eligible costs incurred to date			

FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE	BB.
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT	CC.
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN	DD.
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT ________________________________	EE.
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN ________________________________	FF.

CERTIFICATION:
1. By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

2. The payrolls for this reimbursement request contain the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1), based upon the most recent payroll copies.

RECIPIENT:

Signature of authorized certifying official	**Typed or printed name and title**	**Date signed**

Office Use Only DNR REVIEWER:

Signature of review official	**Typed or printed name and title**	**Date signed**

CONTINUATION PAGE

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER
STATE REVOLVING FUND REIMBURSEMENT FORM

PAGE _______ OF ______

RECIPIENT ORGANIZATION: City of Springfield-Jordan Creek

PAYMENT REQUEST NUMBER: ____________

PROJECT NUMBER: C295859-03

ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Show construction, engineering, administrative costs, etc.	Current Period	Cumulative	Office Use Only
L.			
M.			
N.			
O.			
P.			
Q.			
R.			
S.			
T.			
U.			
V.			
W.			
X.			
Y.			
TOTAL THIS PAGE:			

EXHIBIT B

FEDERAL REQUIREMENTS[1,2]

CATEGORY	**FEDERAL CITATION**	**EQUIV.**	**NON-EQUIV.**
General			
Davis Bacon and Related Acts (DBRA)	33 U.S.C. 1382(b)(6) 42 U.S.C. 300j-12(a)(5)	Yes	Yes
American Iron and Steel (AIS)	33 U.S.C. 1388 42 U.S.C. 300j-12(a)(4)	Yes	Yes
Architecture and Engineering Procurement (Brooks Act) ***(CWSRF only)***	33 U.S.C. 1382(B)(14)	Yes	-
Cost and Effectiveness ***(CWSRF only)***	33 U.S.C. 1382(B)(13)	Yes	Yes
Environmental Review (SERP)	40 CFR 35.3140 40 CFR 35.3580	Yes	Yes
Fiscal Sustainability Plans ***(CWSRF only)***	33 U.S.C. 1383(d)(1)(E)	Yes	Yes
Generally Accepted Accounting Principles	33 U.S.C. 1382(b)(9) 42 U.S.C. 300j-12(g)(3)	Yes	Yes
Signage: 2015 Enhancing Public Awareness	15-02	Yes	-
Signage: 2022 BIL		Yes	-
Single Audit	2 CFR Part 200, Subpart F	Yes	-
Technical, Managerial, and Financial Capacity Demonstration ***(DWSRF only)***	42 U.S.C. 300j-12(a)(13)	Yes	Yes
Crosscutters: Environmental			
Archaeological and Historic Preservation Act (AHPA)	16 U.S.C. 469 et seq. PL 93-291	Yes	-
Clean Air Act Conformity	42 U.S.C. 7401 et seq. PL 95-95	Yes	-
Coastal Barriers Resources Act	16 U.S.C. 3501 et seq. PL 97-348	Yes	-
Coastal Zone Management Act	16 U.S.C. 1451 et seq. PL 92-583	Yes	-

[1] As of February 2024
[2] Treatment Works only

CATEGORY	FEDERAL CITATION	EQUIV.	NON-EQUIV.
Endangered Species Act	16 U.S.C. 1531 et seq. PL 93-205	Yes	-
Farmland Protection Policy Act	7 U.S.C. 4201 et seq. PL 97-98	Yes	-
Floodplain Management - E.O. 11988 (1997) as amended by E.O. 13690 (2015)		Yes	-
Magnuson-Stevens Fishery Conservation Management Act	16 U.S.C. 1801 et seq. PL 94-265	Yes	-
National Historic Preservation Act (NHPA)	54 U.S.C. 300101 et seq. PL 89-655	Yes	-
Sole Source Aquifer, Section 1424(e) of SDWA	42 U.S.C. 300j-3e	Yes	-
Wetlands Protection E.O. 11990 (1977) as amended by E.O. 12608 (1987)		Yes	-
Wild and Scenic Rivers Act	16 U.S.C. 1271 et seq. PL 90-54	Yes	-
Super Crosscutters: Social Policy			
Civil Rights Laws: The Age Discrimination Act of 1975	42 U.S.C. 6102 et seq.	Yes	Yes
Civil Rights Laws: §13 of Federal Water Pollution Control Act Amendments of 1972 ***(CWSRF only)***	33 U.S.C. 1251 et seq. PL 92-500	Yes	Yes
Civil Rights Laws: §504 of Rehabilitation Act of 1973	29 U.S.C. 794 PL 93-112	Yes	Yes
Civil Rights Laws: Civil Rights Act of 1964, Title VI	42 U.S.C. 2000d et seq. PL 88-352	Yes	Yes
Crosscutters: Social Policy Authorities			
Equal Employment Opportunity E.O. 11246 (1965)		Yes	Yes
Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations E.O. 12898 (2003)		Yes	-
Disadvantaged Business Enterprises (DBEs)	40 CFR Part 33	Yes	-

CATEGORY	FEDERAL CITATION	EQUIV.	NON-EQUIV.
Crosscutters: Economic & Misc. Authorities			
Administration of CAA (§306) & CWA (§508) with respect to Federal contracts, grants, or loans: E.O. 11738 (1973)	42 U.S.C. 7606 et seq. 33 U.S.C. 1368 et seq.	Yes	-
Build America, Buy America Act (BABA)	PL 117-58, §§ 70901-70927	Yes	-
Federal Funding Accountability and Transparency Act (FAFTA)	PL 109-282	Yes	-
Intergovernmental Review: Demonstration Cities and Metropolitan Development Act	42 U.S.C. 3331 et seq. PL 89-754	Yes	-
Intergovernmental Review: Intergovernmental Cooperation Act of 1968	42 U.S.C. 4201 et seq.	Yes	-
Intergovernmental Review: E.O. 12372, as amended (1983)	40 CFR Part 29	Yes	-
Prohibition on Certain Telecom and Video Surveillance Services/Equipment (National Defense Authorization Act)	2 CFR 200.216 PL 115-232 §889	Yes	-
Debarment and Suspension E.O. 12549 (1986)	2 CFR Part 180 2 CFR Part 1532	Yes	-
Uniform Grant Guidance Subaward Procurement and Monitoring ***(Grants only)***	2 CFR 200.317-327 2 CFR 200.331-333	Yes	Yes
Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)	42 U.S.C. 4601 et seq.40 CFR Part 449 CFR Part 24PL 91-646	Yes	-
Water Supply Cost Savings Self-Certification ***(DWSRF only)***	42 U.S.C. 300j-3d(b)	Yes	-

* * *

EXHIBIT C

INITIAL FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of Participant:	City of Springfield, Missouri
SRF Loan No. (the "SRF Loan") financing the Financed Facility:	C295859-03
Name of bonds ("Bonds") evidencing the SRF Loan:	Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024
Financed Facility (Project financed in whole or in part with proceeds of the SRF Loan):	*[Insert definition of "Project" as set forth in the Purchase Agreement, as amended and supplemented]*
Closing Date of SRF Loan:	[**CLOSING DATE**]
Date Project was completed and was first used:	
Written Name of Person Completing this Questionnaire:	

Item	Question	Response
1 Ownership	1. Was all of the Financed Facility (i.e., the Project financed with the SRF Loan) owned by the Participant during the entire Annual Period?	Question No. 1: Yes No
	If answer to Question No. 1 is "YES," move to Question No. 2. *If answer to Question No. 1 is "NO," move to Question No. 1(a).* 1(a). Was advice of Bond Counsel obtained prior to the sale or transfer? *If answer to Question No. 1(a) is "YES," provide a description of the advice to the Authority, include the description of the advice in the Tax-Exempt Bond File, and move to Question 2.* *If answer to Question No. 1(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, and move to Question 2.*	Question No. 1(a): Yes No

2 Leases, Use Agreements and Other Rights to Possession	2. During the Annual Period, was any portion of the Financed Facility (i.e., the Project financed with the SRF Loan) leased at any time pursuant to a lease or similar use agreement or arrangement for more than 50 days (e.g., an agreement permitting a cell phone tower to be erected on a bond-financed water tower)?	Question No. 2: Yes No
	If answer to Question No. 2 is "NO," move to Question No. 3. *If answer to Question No. 2 is "YES," move to Question No. 2(a).* 2(a). Was advice of Bond Counsel obtained prior to entering into the lease or similar use agreement or arrangement? *If answer to Question No. 2(a) is "YES," provide a description of the advice to the Authority, include a description of the advice in the Tax-Exempt Bond File, and move to Question 3.* *If answer to Question No. 2(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, and move to Question 3.*	Question No. 2(a): Yes No

Item	Question	Response
3 Management or Service Agreements	3. During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of or provide services with respect to the Financed Facility (i.e., the Project financed with the SRF Loan)(e.g., does a private entity operate or provide services with respect to any portion of the System on behalf of the Participant)?	Question No. 3: Yes No
	If answer to Question No. 3 is "NO," move to Question No. 4. *If answer to Question No. 3 is "YES," move to Question No. 3(a).* 3(a). Was advice of Bond Counsel obtained prior to entering into the management or service agreement? *If answer to Question No. 3(a) is "YES," provide a description of the advice to the Authority, include a description of the advice in the Tax-Exempt Bond File, and move to Question 4.* *If answer to Question No. 3(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, and move to Question 4.*	Question No. 3(a): Yes No

Item	Question	Response
4 Other Use	4. Was any agreement or arrangement entered into with an individual or entity that grants special legal rights or special economic benefits with respect to the Financed Facility (i.e., the Project financed with the SRF Loan)?	Question No. 4: Yes No
	If answer to Question No. 4 is "NO," sign and date this questionnaire, include a copy in the Tax-Exempt Bond File and send a copy to the Authority. *If answer to Question No. 4 is "YES," move to Question No. 4(a).* 4(a). Was advice of Bond Counsel obtained prior to entering into the agreement or arrangement? *If answer to Question No. 4(a) is "YES," provide a description of the advice to the Authority, include a description of the advice in the Tax-Exempt Bond File, sign and date this questionnaire, include a copy in the Tax-Exempt Bond File and send a copy to the Authority.* *If answer to Question No. 4(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, sign and date this questionnaire, include a copy in the Tax-Exempt Bond File and send a copy to the Authority.*	Question No. 4(a): Yes No

Name of Person Completing Questionnaire: ______________________________

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 VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

ARTICLE VIII

ONGOING MONITORING PROCEDURES

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-EXEMBPT BONDS
COVERED BY THIS COMPLANCE PROCEDURE

Series	Dated Issued	Final Maturity Date	Original Principal Amount	Description
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)
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 [**CLOSING DATE**].

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: ______________________________

GILMORE & BELL, P.C.
DRAFT – NOVEMBER 1, 2024
FOR DISCUSSION PURPOSES ONLY

ESCROW TRUST AGREEMENT

Dated as of December 1, 2024

by and between the

CITY OF SPRINGFIELD, MISSOURI

and

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

relating to

NOT TO EXCEED $6,501,000
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

OF THE

CITY OF SPRINGFIELD, MISSOURI

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this "Escrow Agreement") is entered into as of December 1, 2024, between the CITY OF SPRINGFIELD, 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 Clean Water State Revolving Fund Direct Loan Program (the "CWSRF Direct Loan Program") and has stated its intent to make loans and grants to political subdivisions and other qualified recipients of the State of Missouri.

2. The Commission has approved (a) a loan to the Participant to be made by DNR pursuant to the Purchase Agreement dated as of December 1, 2024 (the "Purchase Agreement") between the Participant and DNR (the "Loan"), and (b) a grant to the Participant to be administered by DNR pursuant to the Grant Agreement.

3. DNR and the Participant have entered into the Purchase Agreement to (a) provide for the Loan to finance improvements to certain publicly-owned or other qualified stormwater facilities (the "Project" as further described in the Purchase Agreement), (b) set forth the parties' respective covenants and agreements respecting the application of the net proceeds of the Loan and the implementation of the Project, and (c) satisfy the obligations of DNR under the Federal Act and EPA guidance related to the CWSRF Direct Loan Program and to preserve The Water and Wastewater Loan Fund in perpetuity.

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

5. 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 CWSRF Direct Loan Program.

"Bond" means the Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, issued by the Participant pursuant to the Ordinance.

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

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

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

"Debt Service Reserve 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.

"Interest Period" means each six-month period from January 1 through June 30 and July 1 through December 31.

"Paying Agent's Fee" means (i) an initial one-time fee of $1,000 payable on the date of issuance of the Bond, plus (ii) a semiannual fee of 0.015% of the outstanding principal amount of the Bonds as of the Business Day preceding each January 1 and July 1 (but not less than $525), for the Paying Agent's fees and ordinary expenses (excluding any extraordinary fees and expenses), for services performed as the 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 within 30 days after receipt of a statement from the Paying Agent, in accordance with Section 211 of the Ordinance.

"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 of the Ordinance.

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

Section 2. DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement and the Purchase Agreement (other than the execution of this Agreement, the Purchase Agreement and any amendments thereto) will be executed by the Director of the Financial Assistance Center 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), who shall have continued authority to grant such approvals and consents, deliver notices and perform other actions of DNR under this Agreement and the Purchase Agreement.

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 Construction Fund;

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

(d) the Administrative Expense Fund; and

(e) the Debt Service Reserve Fund.

Section 5. Deposits of Bond Proceeds.

(a) On or before the Closing Date, the proceeds of the initial Purchase Price Installment in the amount of $474,231.12 will be deposited by the Paying Agent as follows: (i) $398,225.12 in the Debt Service Reserve Fund; (ii) $0.00 in the Construction Fund; and (ii) $76,006.00 in the Administrative Expense Fund.

(b) Upon receipt, all future Purchase Price Installments received from DNR pursuant to Section 3.3 of the Purchase Agreement will be deposited in the Construction Fund.

Section 6. Debt Service Fund.

(a) There will be deposited in the Debt Service Fund moneys to be transferred from the Construction Fund and the Principal Account and the Interest Account of the Repayment Fund and the Debt Service Reserve Fund pursuant to Sections 7, 8 and 9A on the dates and in the following order of priority:

(i) *First*, on each Interest Payment Date, from the Construction Fund the investment earnings on moneys in the Construction Fund;

(ii) *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;

(iii) *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; and

(iv) *Fourth*, 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 Debt Service Reserve 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 Bond, 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 of the Ordinance.

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

Section 7. Construction Fund.

(a) The Paying Agent will deposit in the Construction Fund the amounts specified in Section 5(a)(i) and (b).

(b) Within two Business Days after the deposit of a Purchase Price Installment in the Construction Fund, the Paying Agent will make the Disbursement from the Construction Fund to the Participant.

(c) Investment earnings on moneys held in the Construction Fund will be deposited into the Construction Fund and then transferred to the Debt Service Fund pursuant to Section 6.

(d) Investment earnings remaining in the Construction Fund on the Completion of Funding will be transferred to the Debt Service Fund.

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:

(i) *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)(ii);

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

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

(c) If the first transfer in accordance with clause (b)(i) above would not occur by the first anniversary of the Initiation of Operations, the Paying Agent, on the first day of the calendar month next preceding the first anniversary of the Initiation of Operations, will transfer from the Principal Account of the Repayment Fund to the Debt Service Fund an amount equal to one quarterly installment of principal paid under the Ordinance. In addition, on the date set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement, which shall be the first day of the month that is not more than 20 years after the Initiation of Operations (as certified pursuant to Section 3.4 of the Purchase Agreement), all remaining amounts in the Principal Account of the Repayment Fund will be transferred to the Debt Service Fund.

Section 9. Administrative Expense Fund. There will be deposited in the Administrative Expense Fund the amount set forth in Section 5(a)(ii) and such amounts as are received from the Participant for the payment of the Administrative Fee as provided in Section 211 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 balance of the amount deposited pursuant to Section 5(a)(ii), 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 9A. Debt Service Reserve Fund.

(a) Following the initial deposit, the Paying Agent will deposit from time to time into the Debt Service Reserve Fund the amounts received from the Participant pursuant to Section 505 of the Ordinance.

(b) On each Interest Payment Date, if moneys in the Debt Service Fund are not sufficient to pay the Bond Debt Service when due, the Paying Agent will immediately transfer an amount equal to such deficiency from the Debt Service Reserve Fund to the Debt Service Fund. Moneys in the Debt Service Reserve Fund may be applied to final payment on the Bond or, at the written direction of the Participant, be applied to the optional redemption of the Bond, provided the Bond is called for redemption pursuant to the terms of the Ordinance, will be redeemed in whole and funds are available (including the amount on deposit in the Debt Service Reserve Fund) to redeem the Bond.

(c) If the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, the Paying Agent will provide written notice to the Participant and DNR.

(d) Any investment earnings on the Debt Service Reserve Fund will be credited to the Debt Service Reserve Fund, or if the balance in the Debt Service Reserve Fund equals the Debt Service Reserve Requirement, amounts in excess of the Debt Service Reserve Fund will be transferred by the Paying Agent on each January 1 and July 1 to the Debt Service Fund. Upon the payment of all principal and interest on the Bond, the Paying Agent will return any excess funds to the Participant.

Section 10. Calculation of Interest on the Bond Prior to Completion of Funding. Prior to the Completion of Funding, the Paying Agent will make the calculations of the Quarterly Payments due under the Ordinance for each Interest Period pursuant to this Section. For purposes of the first Quarterly Payment of each Interest Period, the Paying Agent will calculate an estimate of the amount of interest due on the next Interest Payment Date based upon an expected disbursement schedule for the Interest Period provided by the Participant to DNR and the Paying Agent. If no expected disbursement schedule is provided, the Paying Agent will calculate an estimate of the interest due on the Interest Payment Date based upon the total Purchase Price Installments funded at least three Business Days prior to the first Quarterly Payment. For purposes of the second Quarterly Payment, the Paying Agent will calculate the interest due on the next Interest Payment Date based upon the total Purchase Price Installments funded at least three Business Days prior to the second Quarterly Payment Date and the second Quarterly Payment will be calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bond on the applicable Interest Payment Date.

Section 11. Investments. Moneys in the Construction Fund, the Debt Service Fund, the Debt Service Reserve 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. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation.

Section 12. Assignment of Moneys and Investment Securities. The Participant assigns and pledges, subject to annual appropriation by the Participant's Governing Body, 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 (a) the payment of the principal of and interest on the Bond when due, (b) the payment of all sums due under this Escrow Agreement and the Purchase Agreement in the manner herein and therein described, and (c) 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, subject to annual appropriation by the Participant's Governing Body, and assigned and will be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Bond, 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 Bond, 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 Bond 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 Bond 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) Subject to annual appropriation by the Participant's Governing Body, 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 Bond. 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 $100,000,000, or (B) is owned by a company that has at the time of appointment capital and surplus of not less than $100,000,000, 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 overnight or first class mail, postage pre-paid, or sent by electronic mail, 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:

DNR:

Missouri Department of Natural Resources
Financial Assistance Center
1101 Riverside Drive, P.O. Box 176 (Zip Code 65102)
Jefferson City, Missouri 65101
Attention: Director
Email: deqwpcpfacaccounting@dnr.mo.gov

Paying Agent:

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

Participant:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

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 Bond 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 SPRINGFIELD, MISSOURI

____
City Manager

(SEAL)

ATTEST:

____
City Clerk

Approved as to Form: __________________________________, City Attorney

MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME: City of Springfield		RECIPIENT TELEPHONE NUMBER WITH AREA CODE: 417-864-1990	
ADDRESS: 840 Boonville Road	CITY: Springfield	STATE: MO	ZIP CODE: 65802
UNIQUE ENTITY ID: VMKPNYHAL941	AWARD NUMBER: C295859-03G	BUDGET PERIOD: 12/01/2024-11/30/2026	PROJECT PERIOD: 12/01/2024-11/30/2026
RECIPIENT PROJECT MANAGER NAME: Kirkland Preston	RECIPIENT PROJECT EMAIL ADDRESS: kpreston@springfieldmo.gov	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE: 417-864-1990	

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

The Renew Jordan Creek – Main to Boonville project will daylight approximately 1,200 linear feet of Jordan Creek that is currently enclosed in concrete box culverts and create a mixed-use urban park adjacent to the creek that would serve as a community gathering space. The project also aims to reduce flooding in downtown Springfield and improve the ecological conditions of Jordan Creek. The project includes all necessary appurtenances and tasks to complete the project and have an operable system. The project further includes all changes agreed to in writing by the city and the department. The Clean Water State Revolving Fund Affordability Grant is for $2,000,000 and the Water Quality Incentive Grant is for $1,500,000, for a total grant award of $3,500,000.

TYPE OF ASSISTANCE: New Award ☑ Amendment ☐	SOURCE OF FUNDING: Federal ☑ State ☐ Other ☐	CFDA NUMBER: 66.458	CFDA NAME: Capitalization Grants - Clean Water SRF
STATE PROJECT MANAGER NAME: Kara Simon	STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE: 573-522-2551	INDIRECT COST RATE FOR RECIPIENT:	
RESEARCH AND DEVELOPMENT: YES ☐ NO ☑	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED:		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	$ 3,500,000.00	35 %	$ 0.00	0 %	$ 3,500,000.00	35 %
State/Other Award:	$ 0.00	0 %	$ 0.00	0 %	$ 0.00	0 %
Recipient Match:	$ 6,501,000.00	65 %	$ 0.00	0 %	$ 6,501,000.00	65 %
Total Award:	$ 10,001,000.00	100 %	$ 0.00	0 %	$ 10,001,000.00	100 %

AGREEMENT ADMINISTRATION

THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES: Clean Water State Revolving Fund Grant (Affordability & WQIG)	APPLICATION NUMBER:	RECIPIENT APPLICATION, AS NEGOTIATED, DATED: 02/23/2023

BUDGET PLAN Attachment #	DETAILED SCOPE OF WORK Attachment #	SPECIAL CONDITIONS Attachment # 2	GENERAL TERMS AND CONDITIONS Attachment # 1	SUSPENSION/DEBARMENT Attachment #	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment # ____	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment # 3	ADDITIONAL ATTACHMENTS Attachment #	Attachment #

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

FFY 2021 Clean Water State Revolving Fund Capitalization Grant - These funds will be used to provide financial assistance for wastewater infrastructure costs in the State of Missouri under Title VI of the Clean Water Act. (The department may use other funding sources it has the legal authority to commit including the Water and Wastewater Loan Revolving Fund.)

FEDERAL AWARDING AGENCY: Environmental Protection Agency	FEDERAL AWARD ID NUMBER: CS290001-26	PASS THROUGH ENTITY NAME: MoDNR, DEQ, FAC	
FEDERAL FUNDING YEAR: 2021	FEDERAL AWARD DATE: 09/27/2021	TOTAL AMOUNT OF FEDERAL AWARD: $ 44,047,000	INDIRECT COST RATE FOR MoDNR: 23.59 %

HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☐
*This question is optional.

IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☐
*This question is optional.

APPROVAL		
I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.		
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Dru Buntin, Director	SIGNATURE	DATE

780-2664 (6-22)

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (http://www.sam.gov).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at http://fedgov.dnb.com/webform.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.
Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by $500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program.*
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm .

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

CERTIFICATE OF CITY ATTORNEY

Approved as to form: ________________________________, City Attorney

Terms of Financial Assistance Agreement
Clean Water State Revolving Fund

I. Administrative Terms

1. The recipient also agrees to include in all solicitation documents the following:

   "Sub recipients who request or receive from the recipient a subgrant, contract, or subcontract exceeding $100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

2. General Compliance, 40 Code of Federal Regulations (CFR) Part 33 - The recipient agrees to comply with the requirements of U.S. Environmental Protection Agency's (USEPA's) Program for Utilization of Disadvantaged Business Enterprises (DBE) in procurement under assistance agreements, contained in 40 CFR Part 33. The recipient must create and maintain a bidders list of all contractors and their subcontractors bidding or quoting USEPA assisted projects. The recipient must keep the bidders list until the project period for the financial assistance has ended. The following information must be obtained from all prime and subcontractors:
   a. Entity's name and point of contact;
   b. Entity's mailing address, telephone number, and e-mail address;
   c. The procurement on which the entity bid or quoted, and when; and
   d. Entity's status as a DBE or Non-DBE.

3. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR 1536.225. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

   Recipients classified as individuals must comply with the drug-free provisions set forth in 2 CFR 1536.300.

   Recipients may find details concerning violations of this condition under 2 CFR 1536.500.

4. The recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

5. The recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6962). RCRA Section 6002 states

that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

6. The recipient and all subrecipients shall be subject to the Federal False Claims Act (31 U.S.C. §§ 3729-3733). The law applies to any federally funded contract or program and establishes liability for any person who knowingly presents or causes to be presented a false or fraudulent claim to the United States government for payment.

II. Programmatic Terms

1. The recipient understands that the use of their work force to perform State Revolving Fund (SRF) funded construction oversight is not eligible for reimbursement under Missouri's SRF program.

2. The recipient agrees to meet the project schedule provided with the funding application or the most recent amended schedule approved by the Missouri Department of Natural Resources (department) project manager unless justifiable delays occur due to unexpected circumstances. Whenever significant schedule changes occur, the recipient will provide the department project manager with an amended schedule and an explanation for the changes.

3. The recipient agrees to make prompt payment to its contractor(s) of sums due under this funding agreement and to retain only amounts as may be justified by specific circumstances and provisions of this funding agreement or the construction contract(s).

4. The recipient agrees to properly operate and maintain all facilities and systems funded in whole or part by this agreement for the useful life of those facilities and systems.

5. The recipient agrees that a manual or manuals describing the proper operation and maintenance of each system will be prepared prior to works in operation.

6. The recipient agrees to submit the reimbursement request along with supporting documentation for approval and reimbursement no more frequently than monthly. The department will pay each eligible invoice in accordance with the match percentage outlined in the fully executed FAA. In addition, the recipient shall pay any ineligible invoice amount and 100 percent of costs that exceed the federal award amount listed on the FAA.

   The recipient should submit documentation to:
   a. deqwpcpfacaccounting@dnr.mo.gov (preferred), or
   b. Department of Natural Resources – Financial Assistance Center
      Attn: FAC Accounting
      P.O. Box 176, 1101 Riverside Drive
      Jefferson City, MO 65102-0176

7. Generally Accepted Accounting Principles. In accordance with Sec. 602(b)(9) of the Federal Water Pollution Control Act, the recipient shall maintain project accounts in

accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.

8. Architectural and Engineering (A/E) Procurement. The procurement of A/E services shall be in accordance with Sec. 602(b)(14) of the Federal Water Pollution Control Act.

9. American Iron and Steel Products. In accordance with Sec. 608(a) of the Federal Water Pollution Control Act, the recipient assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the project which are produced in the United States in a manner consistent with United States obligations under international agreements. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The recipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608(d) of the Federal Water Pollution Control Act.

10. In accordance with the National Defense Authorization Act, Section 889, as described in Public Law 115-232 and 2 CFR 200.216, known as the *Prohibition on certain telecommunications and video surveillance services or equipment*, SRF recipients and subrecipients are prohibited from obligating or expending loan or grant funds to
    a. Procure or obtain;
    b. Extend or renew a contract to procure or obtain; or
    c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment includes those produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
        i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
        ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
        iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources. These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This "flow down" requirement imposed on the sponsoring agent by the Department is to ensure the financial assistance agreement is used in accordance with Federal statues, regulations and the terms of the agreement. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to federal agency for ensuring sponsoring agents comply with Federal requirements and with federal General Terms and Conditions:

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. **Administrative Requirements**

A. **Method of Payment**. The recipient will be reimbursed by the Department for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the Department payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the Department prior to the closing budget date.

1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good

cause or special circumstances, as determined by the Department and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The Department will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. **Retention and Custodial Requirements for Records**. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the Department or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the Department and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. **Program Income**.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total allowable outlays to determine net allowable costs. With prior approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires

that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied. For example, 50/50 share ratio agreement with total allowable costs of $10,000 that earns $1,000 in program income would result in $4,500 net share and a $4,500 net financial assistance share.

D. **Match or Cost Share Funding**. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the Department through negotiation with the recipient. Signature by both the Department and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the Department, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The Department will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.

2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

E. **Financial Management Systems**. The financial management systems of the recipient must meet the following standards:

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;

2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number

(FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;

3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the "Standards for Internal Control in the Federal Government" and the "Internal Control Integrated Framework";

4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;

5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;

6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the Department's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;

7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the Department and spent by the recipient.

F. **Reporting of Program Performance**. The recipient shall submit to the Department a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the Department, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

G. **Budget and Scope of Work Revisions**. The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, the recipient shall obtain the prior approval of the Department, unless waived by the Department, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the Department's share exceeds the simplified acquisition amount threshold.

2. For construction and non-construction projects, the recipient shall obtain prior written approval from the Department for any budget revision which would result in the need for additional funds.

3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the Department before making any fund or budget transfer from the non-construction to construction or vice versa.

4. A recipient under non-construction projects must obtain prior written approval from the Department whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.

5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the Department. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.

8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the Department in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from Department when:

a. The terms and conditions of the financial assistance agreement prohibit the extension.

b. The extension requires additional funds.

c. The extension involves any change in the approved objectives or scope of the project.

d. Carry forward unobligated balances to subsequent period of performance.

9. Extending the agreement past the original completion date requires approval of the Department.

H. **Equipment Use**. The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the Department. The equipment shall not be moved from the State of Missouri without approval from the Department. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per unit acquisition cost which equals or exceed the lesser of the capitalization level established by the recipient for financial statement purposes or $5,000.

a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Department funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the Department or the federal agency. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the Department's prior written approval.

b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Department, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.

c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Department.

2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:

a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.

c. The recipient must develop adequate maintenance procedures to keep the property in good condition.

d. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the recipient shall dispose of the equipment as follows:

a. Items of equipment with a current per-unit fair market value $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Department.

b. For items of equipment with a current per unit fair market value of more than $5,000, the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Disposition instructions must be requested from the Department when equipment is no longer needed.

c. In cases where a recipient fails to take appropriate disposition actions, the Department may direct the recipient how to dispose of the equipment.

d. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without Department's written approval.

I. **Supplies**. The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

J. **Inventions and Patents**. If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the Department. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the Department reserves the right to file the same. The Department grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the Department. Payment of royalties by recipient to the Department will be addressed in a separate royalty agreement.

K. **Copyrights**. Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the Department and federal awarding agency reserve a royalty- free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the Department, the work for government purposes.

L. **Prior Approval for Publications**. The recipient shall submit to the Department two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the Department.

M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.

N. **Procurement Standards**. The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the Department.

2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal Department approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.

O. **Audit Requirements**. The Department and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the Department. Other portions of the audit shall be made available at the Department's request.

P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Department must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Department obtains the research data solely in response to a FOIA request, the Department may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Department and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

Q. **Conflicts of Interest**. The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

R. **State Appropriated Funding**. The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the Department's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.

S. **Eligibility, Debarment and Suspension** (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the Department all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the Department immediately. The Department will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive

Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.

T. **Restrictions on Lobbying**. No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post- consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the Department. The recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. **Contracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms**. In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

    a. Placing qualified small and minority business and women's business enterprises on solicitation lists;

    b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;

d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;

e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;

f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.For EPA funded financial assistance agreements, when required the recipient shall utilize EPA form 5700-52A to report to Department procurements under the financial assistance agreement.

W. **Disputes**. The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.

X. **Termination**

1. Termination for Cause. The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.

2. Termination for Convenience. Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

3. Financial assistance agreements are not transferable to any person or entity.

4. Department and the recipient remain responsible for compliance with all closeout requirements.

Y. **Enforcement; Remedies for Noncompliance**. If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;

2. Disallow all or part of the cost of the activity or action not in compliance;

3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;

4. Withhold further awards from the recipient;

5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or

6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. **Subgrantee's Signature**. The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.

AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.

BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).

CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

DD. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original assistance agreement amount is $30,000 or more or an amendment increases the award amount to $30,000 or greater, the recipient must submit the following to the Department prior to Department signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;

2. A unique entity identifier of the entity receiving the financial assistance;

3. A unique entity identifier of the parent entity of the recipient; and

4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. **Executive Compensation.** If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the Department updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. **Competency**. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

GG. **Prohibition on certain telecommunications and video surveillance service or equipment.** Recipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is

(A) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(B) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(C) Telecommunications or video surveillance services provided by such entities or using such equipment.\

(D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471,

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, [and] cloud servers are allowable except for the following circumstances:

(b) Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in [2 CFR] 200.216 to:
   (1) Procure or obtain, extend or renew a contract to procure or obtain;
   (2) Enter into a contract (or renew a contract) to procure, or
   (3) Obtain the equipment, services, or systems

II. Statutory Requirements

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the Department. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the Department. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the Department any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);

2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;

5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;

6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.

11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.

12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.

13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.

4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.

5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.

6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.

7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.

8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.

9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.

I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

K. The following additional requirements apply to projects that involve construction:

1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of $2000.

2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.

3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.

4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.

5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

Exhibit F

City of Springfield - Jordan Creek Stormwater (C295859-03)

Direct Loan Amortization (Level Debt)

11.01.2024

12/1/2024	Estimated date of Loan closing:
12/26/2026	Estimated Initiation of Operations:

210

FYE 30-Jun

Loan Statistics

Principal Amount:	**6,501,000**	Day-count Method	30/360			
Interest Rate:	1.45%			Denomination	$	100
Dated Date:	12/1/2024			Prin. Pmts/Yr		2
Issue Date:	12/1/2024			Total Prin.Pmts		25
First Interest Payment Date	7/1/2025					
First Principal Payment Date	1/1/2027					
Last Payment	1/1/2039	Admin Fee	0.50%			

Payment Date	Payment Number	Interest	Principal	Total P & I	Annual Payment	Principal Balance	Admin Fee	Total P&I + Admin Fee	Annual Outlay
12/1/24				-		6,501,000.00		-	
1/1/25				-	-	6,501,000.00		-	-
7/1/25		54,987.63		54,987.63		6,501,000.00		54,987.63	
1/1/26		47,132.25		47,132.25	102,119.88	6,501,000.00		47,132.25	102,119.88
7/1/26		47,132.25		47,132.25		6,501,000.00		47,132.25	
1/1/27	1	47,132.25	231,000.00	278,132.25	325,264.50	6,270,000.00	16,252.50	294,384.75	341,517.00
7/1/27	2	45,457.50	233,000.00	278,457.50		6,037,000.00	15,675.00	294,132.50	
1/1/28	3	43,768.25	235,000.00	278,768.25	557,225.75	5,802,000.00	15,092.50	293,860.75	587,993.25
7/1/28	4	42,064.50	238,000.00	280,064.50		5,564,000.00	14,505.00	294,569.50	
1/1/29	5	40,339.00	240,000.00	280,339.00	560,403.50	5,324,000.00	13,910.00	294,249.00	588,818.50
7/1/29	6	38,599.00	242,000.00	280,599.00		5,082,000.00	13,310.00	293,909.00	
1/1/30	7	36,844.50	245,000.00	281,844.50	562,443.50	4,837,000.00	12,705.00	294,549.50	588,458.50
7/1/30	8	35,068.25	247,000.00	282,068.25		4,590,000.00	12,092.50	294,160.75	
1/1/31	9	33,277.50	250,000.00	283,277.50	565,345.75	4,340,000.00	11,475.00	294,752.50	588,913.25
7/1/31	10	31,465.00	252,000.00	283,465.00		4,088,000.00	10,850.00	294,315.00	
1/1/32	11	29,638.00	254,000.00	283,638.00	567,103.00	3,834,000.00	10,220.00	293,858.00	588,173.00
7/1/32	12	27,796.50	257,000.00	284,796.50		3,577,000.00	9,585.00	294,381.50	
1/1/33	13	25,933.25	259,000.00	284,933.25	569,729.75	3,318,000.00	8,942.50	293,875.75	588,257.25
7/1/33	14	24,055.50	262,000.00	286,055.50		3,056,000.00	8,295.00	294,350.50	
1/1/34	15	22,156.00	264,000.00	286,156.00	572,211.50	2,792,000.00	7,640.00	293,796.00	588,146.50
7/1/34	16	20,242.00	267,000.00	287,242.00		2,525,000.00	6,980.00	294,222.00	
1/1/35	17	18,306.25	270,000.00	288,306.25	575,548.25	2,255,000.00	6,312.50	294,618.75	588,840.75
7/1/35	18	16,348.75	272,000.00	288,348.75		1,983,000.00	5,637.50	293,986.25	
1/1/36	19	14,376.75	275,000.00	289,376.75	577,725.50	1,708,000.00	4,957.50	294,334.25	588,320.50
7/1/36	20	12,383.00	278,000.00	290,383.00		1,430,000.00	4,270.00	294,653.00	
1/1/37	21	10,367.50	280,000.00	290,367.50	580,750.50	1,150,000.00	3,575.00	293,942.50	588,595.50
7/1/37	22	8,337.50	283,000.00	291,337.50		867,000.00	2,875.00	294,212.50	
1/1/38	23	6,285.75	286,000.00	292,285.75	583,623.25	581,000.00	2,167.50	294,453.25	588,665.75
7/1/38	24	4,212.25	289,000.00	293,212.25		292,000.00	1,452.50	294,664.75	
1/1/39	25	2,117.00	292,000.00	294,117.00	587,329.25	-	730.00	294,847.00	589,511.75
		785,823.88	6,501,000.00	7,286,823.88			219,507.50	7,506,331.38	7,506,331.38

Loan Amount $ 6,501,000.00

Average annual payment	**588,566.34**
Monthly payment	**49,047.20**

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit G

Budget Adjustment
036

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
47130	20	73020	408070	102790	00000	$6,026,768.88	2024 SRF Loan Proceeds (estimated) - Construction
36020	20	73020	408070	102790	00000	474,231.12	2024 SRF Loan Proceeds (estimated) - Issuance & Other Financing Costs and Reserves
46050	20	73020	416010	102790	00000	3,500,000.00	2024 Water Quality Incentive Federal Grant & Clean Water SRF Affordability Federal Grant
Net Revenue Adjustment						$10,001,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
47130	20	73020	509110	102790	00000	$6,026,768.88	Renew Jordan Creek Main to Boonville
36020	20	73020	509350	102790	00000	474,231.12	Issuance & Other Financing Costs and Reserves
46050	20	73020	509110	102790	00000	3,500,000.00	Renew Jordan Creek Main to Boonville
Net Expenditure Adjustment						$10,001,000.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To appropriate 2024 SRF loan proceeds and a 2024 Water Quality Incentive Federal Grant & Clean Water SRF Affordability Federal Grant for the Renew Jordan Creek Main to Boonville Project and any related issuance and/or other financing costs.

Requested By:

Dan Smith 11-12-2024
Department Head Date

Approved By:

11-12-2024
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2024-253
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2024-254 (HORTON)

FILED: 11/19/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Project A – Renew Jordan Creek – Main to Boonville project; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of $22,396,279 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

PURPOSE: Approving the plans and specifications for Project A – Renew Jordan Creek – Main to Boonville and authorizing the execution of a construction contract between the City of Springfield, Missouri and Branco Enterprises, Inc. ("Branco") to set the Guaranteed Maximum Price ("GMP") for construction in the amount of $22,396,279.

BACKGROUND INFORMATION: Resolution 10527 declared the intent of the City of Springfield to utilize the Construction Manager at Risk ("CMAR") project delivery method for Renew Jordan Creek – Main to Boonville and Jordan Creek Box Culvert at IDEA Commons.

Project A, also known as Renew Jordan Creek – Main to Boonville, includes excavation of more than 38,000 cubic yards of soils to create naturalized open channel between North Main Avenue and North Boonville Avenue. The project also includes sanitary sewer main improvements, installation of civic plaza spaces, greenway trail segments, dog park facilities, pre-engineered arch bridge, and site-wide ADA improvements, paving, and green infrastructure improvements consisting of bioswales and native planted riparian areas. Project A shall be constructed on concurrent timelines with Project B (Jordan Creek Box Culvert at IDEA Commons) but shall be completed under separate construction contract amendment and GMP specific solely to Project A construction.

Bids were solicited for various work packages for Project A by advertising in the *Daily Events* and *Springfield News Leader*from August 2, 2024 through August 6, 2024. Bids were opened for individual bid packages and read publicly by the CMAR (Branco) on September 20, 2024, with the following low bidders for the various work packages:

Work Package (low bidder)	Bid Amount
Concrete Flatwork (Hunter Chase)	$1,223,036
Structural Concrete (Branco)	$3,873,123
Box Culvert (Hartman)	$4,131,824
Masonry (Thornton)	$747,717

Site Furnishings (Branco)	$871,215
Electrical (Meyer)	$1,787,100
Earthwork (Branco)	$2,928,379
Sewer (Branco)	$722,265
Landscape (Hermes)	$2,776,927
Synthetic Turf (Synlawn)	$46,280
Fence (Robinson)	$498,656
Asphalt (APAC)	$143,41

General Conditions & Fees	**Amount**
RR Insurance, flagging, fencing	$395,000
Allowances	$49,450
Cost of Work General Conditions	$267,773
General Conditions	$1,183,962
CM Contingency	$318,767
CM Fee	$431,395
Branco GMP	*$22,396,279*

In addition to previously budgeted and allocated Level Property Tax funds in the amount of $7,543,619, Project A construction will be funded as follows per Council Bill 2024-086, approved May 6, 2024, which included the following budget adjustments:

- $3,000,000 of Environmental Services funds are budgeted toward site-wide green infrastructure improvements on Renew Jordan Creek - Main to Boonville.
- $500,000 allocated to “Project A” sanitary sewer main infrastructure improvements of the $1,000,000 of Environmental Services Clean Water Funds Budgeted to the project.
- $3,000,000 of ARPA grant funds administered by Missouri Department of Natural Resources (“MDNR”), partially allocated toward construction of Renew Jordan Creek - Main to Boonville

Other grant funding sources budgeted toward construction include:

- $300,000 EPA Section 319 Grant administered by MDNR (Council Bill 2021-026)
- $400,000 NRDAR Grant administered by MDNR (Council Bill 2024-073)
- $500,000 Local ARPA Grant (Council Bill 2022-176)
- $3,749,711 Department of Economic Development ARPA Grant (Council Bill 2023-116)

Design and other project expenses have been incurred and funded from the above budget amounts.

In addition, Project A construction is being partially funded through the MDNR State Revolving Fund (“SRF”) Loan program and associated SRF Program Water Quality

Incentive Grant (“WQIG”) and Affordability Grant as approved by Council Bill 2023-033 on February 6, 2023. Public Works plans to submit a Council Bill for consideration for special obligation bond issuance and acceptance of a SRF loan and associated grants to fund the costs of this project. The amount of the SRF loan and associated grants is as follows:

- $6,501,000 SRF Loan including anticipated closing costs, toward construction of Renew Jordan Creek - Main to Boonville
- $3,500,000 Clean Water State Revolving Fund Grant (Affordability Grant and WQIG) toward construction of Renew Jordan Creek - Main to Boonville

REMARKS: Public Works recommends award of the construction contract to set the GMP for construction of Project A – Renew Jordan Creek - Main to Boonville.

Submitted By: Dan Smith, Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. RJC Project A Branco GMP_ord
2. 1_PROJECT A (RJC) GMP Amendment_ExhA

One-rdg. ______________
P. Hrngs. ______________
Pgs. 20
Filed: 11-12-24

Sponsored by: Horton

First Reading: ____________________ Second Reading: ____________________

COUNCIL BILL 2024-254 SPECIAL ORDINANCE ______________

AN ORDINANCE

APPROVING the plans and specifications for Project A – Renew Jordan Creek – Main to Boonville project; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of $22,396,279 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

WHEREAS, Resolution 10527 declared the intent of the City of Springfield to utilize the Construction Manager at Risk (“CMAR”) project delivery method for the Renew Jordan Creek – Main to Boonville project (“Project A”) and Jordan Creek Box Culvert at IDEA Commons project (“Project B”); and

WHEREAS, Branco Enterprises, Inc. (“Branco”) was selected as the CMAR for both Project A and Project B, which shall proceed concurrently; and

WHEREAS, Project A includes excavation of more than 38,000 cubic yards of soil to create naturalized open channel between North Main Avenue and North Boonville Avenue, sanitary sewer main improvements, installation of civic plaza spaces, greenway trail segments, dog park facilities, pre-engineered arch bridge, and site-wide Americans with Disabilities Act (“ADA”) improvements, paving, and green infrastructure improvements consisting of bioswales and native planted riparian areas; and

WHEREAS, bids for various work packages for Project A were solicited by advertisement in the *Daily Events* and *Springfield News Leader* from August 2, 2024 through August 6, 2024, with bids opened and read publicly by Branco on September 20, 2024; and

WHEREAS, based on the plans, specifications, and bids received, Branco developed the guaranteed maximum price (“GMP”) of $22,396,279 for Project A, as depicted in GMP Amendment #1 attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, the GMP, if accepted, will be funded from several funding sources, including the Level Property Tax, Environmental Services funds, various ARPA grant funds, EPA Section 319 Grant funds, NRDAR Grant funds, the Missouri Department of Natural Resources State Revolving Fund (“SRF”) Loan program, and other sources including proceeds from the issuance of special obligation bonds, and are already budgeted or will be budgeting by separate council bills.

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

Section 1 – City Council hereby approves the plans and specifications for Project A, Renew Jordan Creek – Main to Boonville, and accepts the guaranteed maximum price (“GMP”) of Branco Enterprises, Inc. for said Project at the not to exceed price and sum of $22,396,279.

Section 2 – The City Manager, or designee, is hereby authorized to enter into a contract with said bidder for such work in accordance with the terms of the bid, the plans, the specifications, and “Exhibit A,” provided such contract is in a form approved by the City Attorney.

Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: ______________________

____
Mayor

Attest: ____________________________________, City Clerk

Filed as Ordinance: ______________________

Approved as to form: ______________________, Assistant City Attorney

Approved for Council action: ______________________, City Manager

BRANCO ENTERPRISES inc
Phone: 417-451-5250 · Fax: 417-451-2851 · www.branco.com

Neosho Office: 12033 E Highway 86
Neosho, MO 64850

Springfield Office: 1525 E Republic Rd, Ste. A-125
Springfield, MO 65804

Mailing Address: P.O. Box 459
Neosho, MO 64850

Project A-2019PW0073, Stormwater Improvements Jordan Creek Main to Boonville GMP Amendment #1 October 4, 2024

This Guaranteed Maximum Price (GMP) Amendment is based on the following Contract Documents:

- Project No. 2019PW0073 Plans dated July 18, 2024
- Project No. 2019PW0073 JSP Documents dated July 29, 2024
- City Utilities Drawing No. 86088 Sheets 1 – 4 dated July 7, 2024
- Project No. 2019PW0073 Addenda 1-3

The GMP is based on the following Qualifications and Clarifications:

1. GMP excludes costs associated with third party inspections and testing.
2. GMP excludes costs associated with abandoning, establishing, or moving City Utilities water, gas and electric infrastructure except for items specifically required by the Job Special Provisions.
3. GMP excludes costs associated with City, County, State and Federal Permits.
4. GMP excludes sales tax.
5. GMP excludes costs associated with Archaeological Monitoring.
6. GMP excludes Owner Contingency.
7. GMP excludes Design Team and Owner construction administration costs.
8. GMP excludes costs associated with Railroad Monitoring.
9. GMP includes costs associated with Railroad Flagging.
10. GMP includes costs associated with Railroad Protective Liability Insurance.
11. GMP includes costs for temporary power, gas, water, telecom, etc.
12. Includes Allowances shown on Project GMP Breakdown.
13. Includes cost savings for using alternative stone product.
14. GMP includes $318,767.00 (+/- 1.5%) as a CMAR contingency.
    - This contingency is for the CMAR's use for such cost as:
        - Market or schedule driven changes in the cost of work. These costs are known as "buy-out differences from the budget."
        - Adjustments to contractor's scope of work not anticipated at the time the subcontractor was contracted as required for a complete system installation (i.e., "scope gaps").
    - CMAR Contingency does not include added scope or changes in scope, which are the basis for change orders.

- CMAR Contingency does not include increases in the Cost of Work identified through the further refinement and development of the Construction Documents.
- CMAR Contingency does not include unforeseen site conditions such as buried artifacts, archaeological items, utilities and contaminated or unsuitable soil.

GMP is based on a Substantial Completion date of December 2, 2026, and Final Completion Date of December 31, 2026.

GMP Amendment #1 Total without Alternates……...............................***$22,396,279.00***

OWNER		***CONSTRUCTION MANAGER***	
Signed:	____________________	Signed:	______________________
Printed:	____________________	Printed:	______________________
Date:	____________________	Date:	______________________

Attachments:

1. List of Plans and JSP Documents used for preparing the GMP.
2. Project GMP Summary
3. Completed Form of Proposal - GMP Unit Price Breakdown

Attachment #1
List of Plans and JSP Documents

Plans:

W1, Cover Sheet
W2, Sheet Lists
W3, Existing Conditions
W4, General Notes & Quantities
W5, Survey Control
W6 – W11, Alignment Data
W12 – W14, Right of Way Plan
W15, Overall Demolition Plan
W16 – W19, Enlarged Demolition Plans
W20, Overall Site Plan
W21 – W25, Enlarged Site Plans
W26, Overall Grading Plan
W27 – W31, Enlarged Grading Plans
W32, West Retaining Wall
W33, East Retaining Wall #1
W34, East Retaining Wall #2
W35, East Retaining Wall #3
W36 – W37, Bioretention Cells Grading Plans
W38 – W39, Wetland Grading Plans
W40, Silva Cell Layout
W41, Dog Park Bioretention Cell Underdrains
W42, Water St. Bioretention Cell Underdrains
W43 – W44, Storm Sewer Plan & Profiles
W45 – W46, Channel Plans & Profiles
W47, North RCB Plan & Profile
W48, Low Flow Diversion Plan & Profile
W49, North RCBC Extension Plan and Profile
W50, South RCBC Extension Plan and Profile
W51 – W56, Channel Cross Sections
W57 – W60, Channel Typical Sections
W61 – W64, Details
W65 – W66, Retaining Walls – Typical Sections and Details
W67, Retaining Walls – Joint Details
W68, Retaining Walls – Miscellaneous Details

W69, RCB – CIP Culvert Transition and Headwalls
W70, RCB – CIP Culvert Cut Sections & Pipe Penetration Details
W71, RCB – CIP Culvert Typical Sections
W72, RCBC Extension – End Section General Plan
W73 – W74, RCBC Extension – End Section Reinforcing Details
W75, RCBC Extension – End Section Typical Sections
W76, RCBC Extension – Cambell Ave Transition Structure Plan
W77, RCBC Extension – Cambell Ave Transition Reinforcing Details
W78, RCBC Extension – Cambell Ave Transition Structure
W79, Low Flow Diversion – RCB and Weir Details
W80, Low Flow Diversion – Typical Sections
W81, Low Flow Diversion – Temporary Shoring Details
W82, RCB Lid Repair Details
W83, Cambell Ave Arch Structure – General Notes & Plan
W84, Cambell Ave Arch Structure – Foundation Details
W85, Cambell Ave Arch Structure – Head and Wingwall Details
S1 – S3, Sanitary Sewer Plan and Profiles
S4, Sanitary Sewer Details
E1, Construction Phasing Notes
E2, West Pre-Construction Phase Erosion Control Plan
E3, East Pre-Construction Phase Erosion Control Plan
E4, West Construction Phase Erosion Control Plan
E5, East Construction Phase Erosion Control Plan
E6, West Post-Construction Phase Erosion Control Plan
E7, East Post-Construction Phase Erosion Control Plan
E8 – E9, Erosion Control Details
T1-T2, Typical Sections
T3, Boonville Avenue Roadway Plan and Profile
T4, Cambell Avenue Plan and Profile
T5, Boonville Avenue Geometric Plan
T6, Cambell Avenue Geometric Plan
T7, Sidewalk Ramp Layouts
T8, Standard Details
T9 – T16, Traffic Control Plans
T17, Traffic Control Details
T18, Pavement Marking and Signing Plan
T19-T20, Boonville Avenue Cross Sections
T21-T22, Cambell Avenue Cross Sections
L1, Hardscape & Landscape Summary Sheet

L2, Overall Hardscape Plan
L3, Hardscape Materials, and Amenity Plan
L4, Hardscape Materials, and Amenity Plan
L5 – L6, Hardscape Layout Plans
L7 – L12, Hardscape Layout Enlargement Plans
L13, Hardscape Layout Point Tables
L14, Hardscape Details – Paving
L15 – L16, Hardscape Details – Wall and Bridge Elevations
L17, Hardscape Details - Wall and Bridge Sections
L18 – L21, Hardscape Details – Site Furnishings
L22, Overall Landscape Plan
L23 – L24, Landscape Overstory Plans
L25 – L26, Landscape Understory Plans
L27, Landscape Details
L28, Overall Irrigation Plan
L29, Irrigation Mainline & Control Wire Plan
L30 – L31, Irrigation Plans
L32 – L33, Irrigation Details
P1, General Electrical Information
P2, Overall Plan
P3 – P4, Site Plans
P5, Electrical Riser Diagram
P6 – P7, Electrical Details
P8, Electrical Schedules
P9, Electrical Specifications
R1, General Notes and Key Plan
R2 – R3, General Plan and Elevation
R4, Sections B-B, C-C, & D-D
R5, Typical Precast Box Culvert Details
R6, BC1 Thru BC12-202.294 Box Culvert Details
R7, BC13-202.294 Box Culvert Details
R8, BC14-202.294 Box Culvert Details
R9, BC15-202.294 Box Culvert Details
R10, Cast-In-Place Elbow Box Culvert Details

Job Special Provisions:

JSP-1, Additional Insured
JSP-2, Control of work, inspection, and testing
JSP-3, Working hours, access, and street closures
JSP-4, Certified Payroll Submittal
JSP-5, Required Contract Milestones
JSP-6, Submittals
JSP-7, Geotechnical & Subsurface Information
JSP-8, SWPPP
JSP-9, Control of Groundwater & Surface Water
JSP-10, Utility Coordination
JSP-11, Project Construction Phasing
JSP-12, Army Corps of Engineers, Section 404 Permit
JSP-13, MBE & WBE
JSP-14, Communications & Public Meetings
JSP 15, Directional Drilling for CU Electric Work
JSP 16, Temporary Sanitary By-Pass Pumping
JSP-17, Historical & Archeological Artifact Encountered During Construction
JSP-18, Mobilization & Bonds
JSP-19, City Utilities Property Requirements
JSP-20, City Utilities Subsite 3 Excavated Soil Disposal Site
JSP-21, MMP & HASP
JSP-22, City Utilities Electrical Specifications
JSP-100, Removals
JSP-200, Signing & Striping
JSP-300, Site Furnishing
JSP-400, Planting & Seeding
JSP-500, Portland Cement Concrete
JSP-600, Electrical
JSP-700, Fencing
JSP-800, Stormwater
JSP-900, Sanitary Sewer
JSP-1000, Irrigation
JSP-1100, Railroad
JSP-1200, Wall Structure Stonework
JSP-1300, Structural
JSP-1400, Pre-Engineered Arch Bridge
JSP-1500, Erosion Control

General Conditions and Technical Specifications:

2023 City of Springfield General Conditions and Technical Specifications for Public Improvements at https://www.springfieldmo.gov/DocumentCenter/View/63210/July-2023-General-Conditions-and-Technical-Specifications

Attachment #2
Project GMP Breakdown

PROJECT GMP BREAKDOWN					
Project: Renew Jordan Creek Box Culvert - Main to Boonville Project A					
Date: 10/1/24					
By: Rob Lichtenberg					
Bid Packages				**Total**	**Recommendation**
BP.03.01a	Concrete Flatwork			$1,223,036	Hunter Chase
BP.03.02a	Structural Concrete			$3,873,123	Branco
BP.03.03a	Box Culvert			$4,131,824	Hartman
BP.04.01a	Masonry			$747,717	Thornton
BP.06.01a	Site Furnishings			$871,215	Branco
BP.26.01a	Electrical			$1,787,100	Meyer
BP.31.01a	Earthwork			$2,928,379	Branco
BP.31.02a	Sanitary Sewer & Water			$722,265	Branco
BP.31.04a	Landscaping & Pavers			$2,776,927	Hermes
BP.31.05a	Synthetic Turf			$46,280	SynLawn
BP .31.06a	Fence			$498,656	Robinson
BP.32.02a	Asphalt			$143,410	APAC
			Subtotal	**$19,749,932**	
Allowances					Unit Prices
1	50cy-JSP 21 Excavate & Stockpile Contaminate Soil			$450	$9.00
2	100cy-Removal of Unsuitable Soil & Replacement w/Compacted Fill			$0	$70.00
3	1,400cy-JSP 20 CU Subsite 3			$49,000	$35.00
4	500cy-Removal of Trench Rock & Replacement w/Compacted Fill			$0	$275.00
5	400cy-Removal of Mass Rock & Replacement w/Compacted Fill			$0	$275.00
6	100cy-Removal of Contaminated Soil & Replacement w/Compacted Fill			$0	$90.00
			Subtotal	**$49,450**	
Alternates					
1	Add Alternate 1	$983,190.00		$0	
1a	Add Alternate 1a	$34,534.00		$0	
			Subtotal	**$0**	
General Conditions				$1,183,962	
Construction Fence, Railroad Insurance & Railroad Flagging				$395,000	
Cost of Work General Conditions				$267,773	
Owner Contingency (to be carried outside of GMP)				$0	
	TOTAL		Subtotal	**$1,846,735**	
Total of Bid Packages, General Conditions, Allowances & Alternates				$21,646,117	
CMR-Contingency (1.5%)				$318,767	
CMR Fee (2%)				$431,395	
			Total Project GMP	**$22,396,279**	

Attachment #3
Completed Form of Proposal
Unit Price Breakdown

CITY OF SPRINGFIELD
PUBLIC WORKS DEPARTMENT
840 North Boonville Avenue
Springfield, MO 65802

RENEW JORDAN CREEK - BOONVILLE TO MAIN PROJECT A

FORM OF PROPOSAL-ADDENDUM #2

CITY OF SPRINGFIELD STANDARD PAY ITEMS - BOONVILLE TO MAIN

ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	COS-3.1.4	Clearing & Grubbing	1	LS	$79,471.00	$79,471.00
2A	COS-3.2.4.2 UN	Excavation (UNRESTRICTED)	24,482	CY	$38.35	$938,796.00
2B	COS-3.2.4.2 MD	Excavation (MODERATELY RESTRICTIVE)	7,623	CY	$32.23	$245,714.00
2C	COS-3.2.4.2 R	Excavation (RESTRICTIVE)	9,551	CY	$38.90	$371,554.00
3	COS-3.2.5.5.1	Earth Embankment	1,388	CY	$7.78	$10,799.00
4	COS-3.2.6.2.2	Undegrading	100	CY	$80.03	$8,003.00
5	COS-3.5.4.2	Miscellaneous Removals	1	LS	$174,880.00	$174,880.00
6	COS-3.6.4.1	Asphalt Pavement Removal	10945	SY	$12.09	$132,358.00
7	COS-3.6.4.2	Concrete Pavement Removal	3,270	SY	$23.06	$75,415.00
8	COS-3.6.4.4	Curb & Gutter Removal	1,695	LF	$7.40	$12,536.00
9	COS-3.6.4.5	Sidewalk Removal	1,249	SY	$17.68	$22,086.00
10	COS-4.1.5.1.1.36	36" PVC Pipe	117	LF	$822.50	$96,233.00
11	COS-4.1.5.2	Concrete Encasement (SAN-12)	130	LF	$462.38	$60,109.00
12	COS-4.2.5.1.60	Standard (I.D.) Manhole	5	EA	$15,294.00	$76,470.00
13	COS-4.2.5.4.60	Manhole Depth Exceeding 6 feet	35	VF	$354.57	$12,410.00
14	COS-4.3.5	Manhole Adjustment	7	EA	$1,778.43	$12,449.00
15	COS-5.1.5.1.15	15" Circular Storm Pipe (RCP)	18	LF	$150.06	$2,701.00
16	COS-5.1.5.1.24	24" Circular Storm Pipe (RCP)	133	LF	$163.39	$21,731.00
17	COS-5.1.5.1.12	12" Circular Storm Pipe (PP)	50	LF	$114.48	$5,724.00
18	COS-5.1.5.1.24	24" Circular Storm Pipe (PP)	144	LF	$160.06	$23,048.00
19	COS-5.1.5.5.24	24" Flared End Section	2	EA	$1,087.00	$2,174.00
20	COS-5.2.5.1.48.48	4'x4' SS-1 Junction Box	2	EA	$6,113.00	$12,226.00
21	COS-5.2.5.3.84.36	7'x3' SS-3 Curb Inlet	3	EA	$5,557.33	$16,672.00
22	COS-5.2.5.5.36.36	3'x3' SS-5 Area Inlet	1	EA	$6,669.00	$6,669.00
23	COS-7.6.6	Construction Surveying	1	LS	$81,631.00	$81,631.00
24	COS-7.7.6	Temporary Traffic Control	1	LS	$79,618.00	$79,618.00
25	COS-8.1.5	Portland Cement Concrete Curb and Gutter	712	LF	$52.12	$37,110.00
26	COS-9.1.5.1.6	6" Concrete Pavement	891	SY	$95.91	$85,457.00
27	COS-9.1.5.4	4" Aggregate Base	4375	SY	$14.97	$65,503.00
28	COS-9.2.5	Integral Curb	172	LF	$48.63	$8,365.00
29	COS-10.5.1.0	Concrete Sidewalk	24404	SF	$10.36	$252,742.00
30	COS-10.5.2.0	Concrete ADA Ramp	631	SF	$15.31	$9,660.00
31	COS-10.5.3.0	Concrete Driveway	972	SF	$13.85	$13,459.00
32	COS-11.8.11.5.2.2	2" Asphalt Surface Course	1280	SY	$17.78	$22,763.00
33	COS-11.8.11.5.3.6	6" Asphalt Base Course	716	SY	$43.90	$31,435.00
34	COS-11.8.11.5.3.9	9" Asphalt Base Course	559	SY	$62.24	$34,794.00
35	COS-11.8.11.5.6	6" Aggregate Base	1,508	SY	$15.56	$23,466.00
36	COS-11.8.11.5.12	12" Aggregate Base	1,025	SY	$26.12	$26,773.00
37	COS-15.2.5.3	Mulch	168	CY	$101.80	$17,103.00
38	COS-16.8.2.1	Construction Exit	4	EA	$3,556.75	$14,227.00
39	COS-16.8.2.3	Compost Filter Sock	3,789	LF	$3.89	$14,740.00
40	COS-16.8.2.4	Inlet Protection	20	EA	$277.85	$5,557.00
COS - BOONVILLE TO MAIN STANDARD ITEMS SUBTOTAL						**$3,244,631.00**

JOB SPECIAL PROVISIONS - BOONVILLE TO MAIN						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	JSP-100.2.3.1	Salvage and Return Artwork	1	EACH	$2,834.00	$2,834.00
2	JSP-100.3.3.1	Removal of Gravel	1,210	SY	$6.22	$7,531.00
3	JSP-100.4.3.1	Removal of Misc. Utilities	1	LS	$30,645.00	$30,645.00
4	JSP-100.7.3.1	Removal of Buildings	1	LS	$250,085.00	$250,085.00
5	JSP-100.7.3.2	Removal of Foundations	1,200	CY	$31.68	$38,013.00
6	JSP-100.8.7.1	Removal of Stone Arch Bridge	1	LS	$57,797.00	$57,797.00
7	JSP-100.10.3.1	Rock Excavation	100	CY	$1,284.66	$128,466.00
8	JSP-100.11.3.1	Mobilization	1	LS	$1,328,555.00	$1,328,555.00
9	JSP-200.2.4.1	Roadway Striping Paint Yellow 4"	463	LF	$3.33	$1,544.00
10	JSP-300.8.1	Bench Type 1	16	EACH	$4,779.38	$76,470.00
11	JSP-300.8.2	Bench Type 2	5	EACH	$7,780.40	$38,902.00
12	JSP-300.8.3	Bistro Table	33	EACH	$0.00	$0.00
13	JSP-300.8.4	Bistro Chair	92	EACH	$0.00	$0.00
14	JSP-300.8.5	Lollygagger Chair	45	EACH	$0.00	$0.00
15	JSP-300.8.6	Trash Receptacle	9	EACH	$4,668.22	$42,014.00
16	JSP-300.8.7	Limestone Slab Bench	4	EACH	$1,834.00	$7,336.00
17	JSP-300.8.8	Bike Rack	10	EACH	$7,002.40	$70,024.00
18	JSP-300.8.10	Flagpole	1	EACH	$6,669.00	$6,669.00
19	JSP-300.8.11	Drinking Fountain	2	EACH	$10,337.00	$20,674.00
20	JSP-300.8.12	Dog Waste Station	1	EACH	$711.00	$711.00
21	JSP-300.8.13	Dog Park Equipment Type 1	1	LS	$3,334.00	$3,334.00
22	JSP-300.8.14	Dog Park Equipment Type 2	1	LS	$19,785.00	$19,785.00
23	JSP-300.8.15	Dog Park Equipment Type 3	1	LS	$6,447.00	$6,447.00
23a	JSP-300.8.15a	Dog Park Equipment Type 4	1	LS	$7,447.00	$7,447.00
24	JSP-300.8.16	Removable Bollard	5	EACH	$1,445.00	$7,225.00
24a	Medallion	Bronze Medallion	5	EACH	$4,862.80	$24,314.00
25	JSP-300.9.5.1	Sculpture Pedestal	2	EACH	$3,231.00	$6,462.00
26	JSP-300.10.3.1	Concrete Wheel Stop	13	EACH	$150.08	$1,951.00
27	JSP-400.1.5.1	Deciduous Trees	63	EACH	$521.46	$32,852.00
28	JSP-400.1.5.2	Evergreen Trees	16	EACH	$785.00	$12,560.00
29	JSP-400.1.5.3	Ornamental Trees	40	EACH	$524.85	$20,994.00
30	JSP-400.1.5.4	Shrubs, Grasses, and Perennials	1,738	EACH	$21.49	$37,353.00
31	JSP-400.1.5.5	Overbank Wetland Planting Area - Plugs	0.11	ACRE	$490,445.45	$53,949.00
32	JSP-400.1.5.6	Instream Planting Area - Plugs	0.02	ACRE	$447,550.00	$8,951.00
33	JSP-400.1.5.7	Zone 1 Planting Area - Plugs	0.17	ACRE	$438,805.88	$74,597.00
34	JSP-400.1.5.8	Zone 2 Planting Area - Plugs & Seed	0.64	ACRE	$244,506.25	$156,484.00
35	JSP-400.1.5.9	Zone 3 Planting Area - Seed	1.48	ACRE	$34,068.24	$50,421.00
36	JSP-400.1.5.10	Buffalo Grass Plug	2.36	ACRE	$201,172.88	$474,768.00
37	JSP-400.2.3.1	Install Planter	12	EACH	$2,797.58	$33,571.00
38	JSP-400.3.3.1	Planting Bed	8,996	SF	$4.81	$43,248.00
39	JSP-400.4.5.1	Synthetic Turf System	3,164	SF	$26.39	$83,495.00
40	JSP-400.6.7.1	Silva Cell 3x Units	164	EACH	$1,173.02	$192,375.00
41	JSP-400.7.6.1	Newbury Weir Structure	4	EACH	$33,587.50	$134,350.00
42	JSP-400.7.6.2	Newbury Weir Structure with Stepping Stones	1	EACH	$40,481.00	$40,481.00
43	JSP-400.8.5.1	Limestone Boulder (2'-6')	590	EACH	$264.69	$156,168.00
44	JSP-400.9.5.1	Ozark Creek Rock (3"-5")	216	TON	$176.46	$38,116.00
45	JSP-400.9.5.2	Ozark Creek Rock (1"-3")	0.40	TON	$357.50	$143.00
46	JSP-400.10.5.1	Steel Bed Edge	268	LF	$16.01	$4,290.00
47	JSP-400.12.5.1	Permeable Pavers	6,468	SF	$35.54	$229,880.00
48	JSP-400.13.3.1	4' x 4' Tree Grate	12	EACH	$4,890.58	$58,687.00
49	JSP-500.2.6.2	Stamped Integral Color Concrete	5,426	SF	$15.20	$82,460.00
50	JSP-500.2.6.3	Gray Concrete With Exposed Aggregate	1,275	SF	$20.94	$26,696.00
51	JSP-500.2.6.4	Gray Concrete With Drainage Bed	3,230	SF	$21.95	$70,903.00
52	JSP-500.3.4.1	Type S Curb	1,058	LF	$58.20	$61,575.00
53	JSP-500.3.4.2	Depressed Curb and Gutter	69	LF	$47.96	$3,309.00
54	JSP-500.3.4.3	Sidewalk Curb	1,192	LF	$58.20	$69,374.00

JOB SPECIAL PROVISIONS - BOONVILLE TO MAIN						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
55	JSP-500.3.4.4	Curb and Gutter with Turndown	255	LF	$68.78	$17,539.00
56	JSP-500.4.5.1	Concrete Stairs	3	EACH	$2,960.67	$8,882.00
57	JSP-600.2.5.3	Decorative Pedestrian Light Pole Type III (Includes Foundation)	19	EACH	$4,239.11	$80,543.00
58	JSP-600.2.5.4	Decorative Pedestrian Light Pole Type V (Includes Foundation)	8	EACH	$4,239.13	$33,913.00
59	JSP-600.3.5.1	LED Rope Channel Light	1,248	LF	$122.30	$152,634.00
60	JSP-600.3.5.2	Flood Light	12	EACH	$2,347.33	$28,168.00
61	JSP-600.3.5.3	LED Up Light	27	EACH	$2,294.59	$61,954.00
62	JSP-600.3.5.4	Festoon String Light	596	LF	$326.52	$194,604.00
63	JSP-600.4.4.1	Receptacles	12	EACH	$280.50	$3,366.00
64	JSP-600.4.4.2	Outdoor Ground Box	2	EACH	$1,782.00	$3,564.00
65	JSP-600.4.4.3	Charging Pedestal	8	EACH	$2,024.13	$16,193.00
66	JSP-600.5.5.1	Meter Power Pedestal	1	EACH	$28,051.00	$28,051.00
67	JSP-600.6.4.1	Electrical Cables and Conductors	165	LF	$448.82	$74,055.00
68	JSP-600.7.4.1	Raceways (HDPE) OMITTED	0	LF	$0.00	$0.00
69	JSP-600.7.4.2	Raceways (PVC)	7,455	LF	$16.31	$121,625.00
70	JSP-600.7.4.3	Raceways (RMC)	560	LF	$37.31	$20,893.00
71	JSP-600.8.4.1	Disconnect	1	EACH	$1,035.00	$1,035.00
72	JSP-600.9.4.1	In-grade Handholes and Junctions	36	EACH	$421.89	$15,188.00
73	JSP-600.10.4.1	Company Switch	1	EACH	$11,548.00	$11,548.00
74	JSP-650.15.1.1	20" Diameter x 4ft Depth Streetlight Foundation (CF20)	27	EACH	$981.78	$26,508.00
75	JSP-650.15.1.2	24" Diameter x 6ft Depth Streetlight Foundation (CF24)	3	EACH	$998.67	$2,996.00
76	JSP-650.15.1.3	Secondary Riser Conduit	1	EACH	$3,254.00	$3,254.00
77	JSP-650.15.1.4	2" Galvanized Conduit in Trench	1	LS	$13,913.00	$13,913.00
78	JSP-650.15.1.5	PVC Conduit in Trench	1	LS	$71,531.00	$71,531.00
79	JSP-650.15.1.6	HDPE Conduit in Trench	1	LS	$2,440.00	$2,440.00
80	JSP-650.15.1.7	6" Primary Riser Conduit	1	EACH	$5,161.00	$5,161.00
81	JSP-650.15.1.8	600A Conduit/Duct Bank, (6) 4" & (2) 2" PVC Conduits	1,450	LF	$102.78	$149,030.00
82	JSP-650.15.1.9	Bore 600A Conduit/Duct Bank, (6) 4" & (2) 2" HDPE Conduits	300	LF	$383.18	$114,954.00
83	JSP-650.15.1.10	Auger Bore Under Tracks, Incl. Steel Casing, (6) 4" & (6) 2" HDPE Conduits	80	LF	$2,017.44	$161,395.00
84	JSP-650.15.1.11	Auger Bore Under Tracks, Incl. Steel Casing, (6) 4" & (2) 2" HDPE Conduits	80	LF	$2,017.44	$161,395.00
85	JSP-650.15.1.12	Secondary Pedestals	1	LS	$1,234.00	$1,234.00
86	JSP-650.15.1.13	Secondary Pedestals w/ Traffic-Rated Cover	1	LS	$3,366.00	$3,366.00
87	JSP-650.15.1.14	Large Secondary Pedestals w/ Flush Cover	1	LS	$1,481.00	$1,481.00
88	JSP-650.15.1.15	600A Vault (11'x7') with Concrete Lid	5	EACH	$6,648.20	$33,241.00
89	JSP-650.15.1.16	Three Phase Junction Cabinet and Sleeve	2	EACH	$875.00	$1,750.00
90	JSP-650.15.1.17	Three Phase Transformer Concrete Vault with Pad	2	EACH	$3,366.00	$6,732.00
91	JSP-650.15.1.18	Single Phase Transformer Concrete Vault with Pad	1	EACH	$2,356.00	$2,356.00
92	JSP-650.15.1.19	Concrete Over Duct Bank (Red Tinted)	150	LF	$28.73	$4,309.00
93	JSP-650.15.1.20	Removals (C.U.)	1	LS	$29,341.00	$29,341.00
94	JSP-700.8.1	Pedestrian Rail	111	LF	$94.73	$10,515.00
95	JSP-700.8.2	Decorative Rail	393	LF	$614.93	$241,668.00
96	JSP-700.8.3	Wall Rail	1,072	LF	$81.21	$87,052.00
97	JSP-700.9.5.1	Dog Park Fence	290	LF	$85.46	$24,784.00
98	JSP-700.9.5.2	Dog Park Swing Gate (Single)	4	EACH	$833.50	$3,334.00
99	JSP-700.9.5.3	Dog Park Swing Gate (Double)	1	EACH	$167.00	$167.00
100	JSP-700.9.5.4	Post and Chain	1,500	LF	$124.49	$186,730.00
101	JSP-700.10.4.1	Construction Fence	1	LS	$50,000.00	$50,000.00
102	JSP-800.2.5.1	Native Stone (9" D50)	150	SY	$395.91	$59,386.00
103	JSP-800.3.4.1	Nyoplast Drain Basin (12")	4	EACH	$7,718.00	$30,872.00
104	JSP-800.3.4.2	Nyloplast Drain Basin (24")	2	EACH	$9,840.00	$19,680.00
105	JSP-800.3.4.3	Nyloplast Drain Basin (30")	1	EACH	$14,663.00	$14,663.00

JOB SPECIAL PROVISIONS - BOONVILLE TO MAIN						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
106	JSP-800.4.4.1	4'x3' Grate Inlet	1	EACH	$9,337.00	$9,337.00
107	JSP-800.5.5.1	6" PVC Pipe	949	LF	$39.25	$37,250.00
108	JSP-800.5.5.2	Mitered Drain Outlet	2	EACH	$4,005.50	$8,011.00
109	JSP-800.6.5.1	Bioretention Cell (Dog Park)	855	SF	$20.04	$17,138.00
110	JSP-800.6.5.3	Bioretention Cell (Planters)	1,429	SF	$20.04	$28,643.00
111	JSP-800.7.5.1	Culvert Energy Dissipation Structure	3,219	SF	$131.21	$422,381.00
112	JSP-800.10.6.1	Ozark Creek Rock Filter Strip	57	LF	$36.19	$2,063.00
113	JSP-800.11.4.1	Concrete Collar	1	EACH	$1,890.00	$1,890.00
114	JSP-900.4.5.1	Jack & Bore Smooth Steel Pipe	154	LF	$2,457.50	$378,455.00
115	JSP-1000.5.1	Irrigation System	1	LS	$91,294.00	$91,294.00
116	JSP-1000.5.2	Temporary Irrigation System	1	LS	$58,452.00	$58,452.00
117	JSP-1100.9.6.1	Coordination of Railroad Rail and Stone Ballast	1	LS	$1,913.00	$1,913.00
118	JSP-1100.9.6.2	Railroad Insurance	1	LS	$25,000.00	$25,000.00
119	JSP-1100.9.6.3	Railroad Flagging	1	LS	$320,000.00	$320,000.00
120	JSP-1100.10.3.3.1	9'x8' Precast Concrete Box Culvert	425	LF	$5,047.34	$2,145,120.00
121	JSP-1100.10.3.3.2	Cast in Place Elbow	22	CY	$2,475.86	$54,469.00
122	JSP-1100.10.4.3.1	Heavy Duty Coupler	1	LS	$0.00	$0.00
123	JSP-1100.10.4.3.2	Ram Nek/Rubber Gasket	1	LS	$0.00	$0.00
124	JSP-1100.10.5.10.1	HDPE Conduit	60	LF	$28.05	$1,683.00
125	JSP-1100.10.7.3.1	Subballast	1	LS	$17,218.00	$17,218.00
126	JSP-1100.10.8.4.1	Shoring	1	LS	$224,765.00	$224,765.00
127	JSP-1100.10.9.3.1	Removal of At-Grade Rail Crossing	1	LS	$6,335.00	$6,335.00
128	JSP-1100.10.10.3.1	Removal of Abandoned Track	1	LS	$4,446.00	$4,446.00
129	JSP-1200.5.1	Capstone	1,540	LF	$306.37	$471,811.00
130	JSP-1200.5.2	Stone Veneer	4,520	SF	$78.73	$355,845.00
131	JSP-1300.2.6.1	Class A Concrete (Culvert)	973	CY	$1,788.80	$1,740,505.00
132	JSP-1300.2.6.2	Class A Concrete (RCB End Section)	156	CY	$1,735.03	$270,665.00
133	JSP-1300.2.6.3	Class A Concrete (RCB Transition Structure)	220	CY	$1,836.18	$403,960.00
134	JSP-1300.2.6.4	Class A Concrete (Low Flow Diversion)	61	CY	$3,591.49	$219,081.00
135	JSP-1300.2.6.5	Class A Concrete (Arch Bridge Substructure)	280	CY	$2,194.08	$614,342.00
136	JSP-1300.2.6.6	Class A Concrete (CRCE)	58	CY	$452.38	$26,238.00
137	JSP-1300.2.6.7	Class A Concrete (Retaining Walls)	1200	CY	$1,165.95	$1,399,142.00
138	JSP-1300.2.6.8	Class A Concrete (Planter Walls)	26	CY	$1,078.15	$28,032.00
139	JSP-1300.2.6.9	Class A Concrete (Seat Wall)	55	CY	$7,801.55	$429,085.00
140	JSP-1300.2.6.10	Class A Concrete (Amphitheater Wall)	75	CY	$1,062.59	$79,694.00
141	JSP-1300.2.6.11	Barrier and Moment Slab	144	LF	$503.51	$72,505.00
142	JSP-1300.2.6.12	RCB Surface Repair	390	SF	$111.15	$43,348.00
143	JSP-1300.2.6.13	RCB Full Depth Lid Repair	55	SF	$275.65	$15,161.00
144	JSP-1300.3.5.1	Dewatering (RCB End Section)	1	LS	$21,029.00	$21,029.00
145	JSP-1300.3.5.2	Dewatering (RCB Transition Structure)	1	LS	$21,029.00	$21,029.00
146	JSP-1300.3.5.3	Dewatering (Low Flow Diversion)	1	LS	$33,761.00	$33,761.00
147	JSP-1300.4.3.1	Temporary Shoring (RCB End Section)	1	LS	$36,190.00	$36,190.00
148	JSP-1300.4.3.2	Temporary Shoring (RCB Transition Structure)	1	LS	$36,190.00	$36,190.00
149	JSP-1300.4.3.3	Temporary Shoring (Low Flow Diversion)	1	LS	$7,871.00	$7,871.00
150	JSP-1300.5.3.1	Drain Installation (10in coring)	1	EACH	$4,399.00	$4,399.00
151	JSP-1300.6.3.1	Flowable Fill (Retaining Walls)	730	CY	$238.97	$174,448.00
152	JSP-1300.7.3.1	Graffiti Protection System	3,080	SF	$1.11	$3,423.00
153	JSP-1300.8.6.1	Backfill (Geofoam)	50	CY	$370.12	$18,506.00
154	JSP-1400.15.1	Prefabricated Arch Bridge	1	LS	$418,142.00	$418,142.00
155	JSP-1400.15.2	Prefabricated Arch Bridge Headwalls	1	LS	$187,064.00	$187,064.00
156	JSP-1500.2.4.1	Concrete Washout	4	EACH	$3,464.50	$13,858.00
157	JSP-1500.3.5.1	Erosion Control Blanket (SC-150BN)	8,353	SY	$10.00	$83,558.00
158	JSP-1500.3.5.2	Erosion Control Blanket (C-125BN)	1,198	SY	$12.23	$14,647.00
159	JSP-1500.4.4.1	Temporary Seeding	2	ACRE	$3,132.37	$6,484.00
160	JSP-1500.5.3.1	FES Rock Check Dam	2	EACH	$1,667.00	$3,334.00
JSP - BOONVILLE TO MAIN ITEMS SUBTOTAL						**$17,945,488.00**

	ITEM NO.	DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
		CITY OF SPRINGFIELD STANDARD PAY ITEMS - WATER STREET				
1	COS-3.1.4	Clearing & Grubbing	1	LS	$35,568.00	$35,568.00
2	COS-3.5.4.2	Miscellaneous Removals	1	LS	$4,446.00	$4,446.00
3	COS-3.6.4.1	Asphalt Pavement Removal	1,782	SY	$12.23	$21,787.00
4	COS-3.6.4.2	Concrete Pavement Removal	49	SY	$20.00	$980.00
5	COS-3.6.4.4	Curb & Gutter Removal	1,195	LF	$6.67	$7,969.00
6	COS-3.6.4.5	Sidewalk Removal	1,228	SY	$18.89	$23,203.00
7	COS-8.1.5	Portland Cement Concrete Curb and Gutter	97	LF	$46.04	$4,466.00
8	COS-9.1.5.4	4" Aggregate Base	2,265	SY	$15.31	$34,677.00
9	COS-10.5.1.0	Concrete Sidewalk	6,864	SF	$10.36	$71,088.00
10	COS-10.5.3.0	Concrete Driveway	1,024	SF	$13.85	$14,179.00
11	COS-15.2.5.3	Mulch	84	CY	$101.81	$8,552.00
12	COS-16.8.2.3	Compost Filter Sock	876	LF	$3.89	$3,408.00
13	COS-16.8.2.4	Inlet Protection	8	EA	$277.88	$2,223.00
		COS STANDARD - WATER STREET ITEMS SUBTOTAL				**$232,546.00**

	ITEM NO.	DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
		JOB SPECIAL PROVISIONS - WATER STREET				
1	JSP-100.4.3.1	Removal of Misc. Utilities	1	LS	$14,529.00	$14,529.00
2	JSP-300.8.1	Bench Type 1	5	EACH	$4,779.40	$23,897.00
3	JSP-300.8.2	Bench Type 2	4	EACH	$7,780.50	$31,122.00
4	JSP-300.8.3	Bistro Table	7	EACH	$0.00	$0.00
5	JSP-300.8.4	Bistro Chair	24	EACH	$0.00	$0.00
6	JSP-300.8.6	Trash Receptacle	2	EACH	$4,668.50	$9,337.00
7	JSP-300.8.9	Bike Repair Station	1	EACH	$1,890.00	$1,890.00
8	JSP-300.8.11	Drinking Fountain	1	EACH	$10,337.00	$10,337.00
9	JSP-300.8.17	Removable Bollard	12	EACH	$1,444.92	$17,339.00
10	JSP-300.9.5.1	Sculpture Pedestal	1	EACH	$3,231.00	$3,231.00
11	JSP-400.1.5.1	Deciduous Trees	15	EACH	$521.47	$7,822.00
12	JSP-400.1.5.3	Ornamental Trees	3	EACH	$525.00	$1,575.00
13	JSP-400.1.5.4	Shrubs, Grasses, and Perennials	1,031	EACH	$21.49	$22,158.00
14	JSP-400.3.3.1	Planting Bed	4,163	SF	$4.81	$20,013.00
15	JSP-400.8.5.1	Limestone Boulder (2'-6')	12	EACH	$264.67	$3,176.00
16	JSP-400.9.5.1	Ozark Creek Rock (3"-5")	7	TON	$176.43	$1,235.00
17	JSP-400.9.5.2	Ozark Creek Rock (1"-3")	10	TON	$357.40	$3,574.00
18	JSP-400.11.5.1	Concrete Pavers	3,089	SF	$40.77	$125,952.00
19	JSP-400.14.3.1	4' x 4' Tree Grate	9	EACH	$4,890.56	$44,015.00
20	JSP-500.2.6.1	Heavy Duty Gray Concrete	1,082	SY	$101.99	$110,353.00
21	JSP-500.3.4.3	Sidewalk Curb	33	LF	$58.30	$1,924.00
22	JSP-500.3.4.4	Curb and Gutter with Turndown	234	LF	$72.72	$17,017.00
23	JSP-500.3.4.5	Slotted Curb and Gutter	235	LF	$75.65	$17,777.00
24	JSP-600.2.5.3	Decorative Pedestrian Light Pole Type III (Includes Foundation)	16	EACH	$4,239.13	$67,826.00
25	JSP-600.3.5.2	Flood Lights	4	EACH	$2,347.25	$9,389.00
26	JSP-600.3.5.3	LED Up Lights	18	EACH	$2,294.61	$41,303.00
27	JSP-600.4.4.1	Receptacles	9	EACH	$280.56	$2,525.00
28	JSP-600.4.4.2	Outdoor Ground Boxes	3	EACH	$1,781.67	$5,345.00
29	JSP-600.4.4.3	Charging Pedestals	3	EACH	$2,024.33	$6,073.00
30	JSP-600.5.5.1	Meter Power Pedestal	1	EACH	$14,587.00	$14,587.00
30a	JSP-600.9.4.1	In-grade Handholes and Junctions	23	EACH	$421.87	$9,703.00
31	JSP-800.3.4.3	Nyloplast Drain Basin (30")	4	EACH	$14,663.25	$58,653.00
32	JSP-800.5.5.1	6" PVC Pipe	221	LF	$39.25	$8,675.00
33	JSP-800.6.5.2	Bioretention Cell (A, B, C, and D)	4,119	SF	$20.04	$82,562.00
34	JSP-800.8.5.1	Trench Grate/Drain	223	LF	$234.15	$52,215.00
35	JSP-1000.5.1	Irrigation System	1	LS	$44,966.00	$44,966.00
36	JSP-1000.5.2	Temporary Irrigation System	1	LS	$18,872.00	$18,872.00
37	JSP-1300.5.3.1	Drain Installation (10 in. coring, Water Street RCB)	3	EACH	$4,399.00	$13,197.00
		JSP - WATER STREET ITEMS SUBTOTAL				**$924,164.00**
						$22,346,829.00

ADD ALTERNATE 1						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	COS-3.2.4.2	Excavation	55	CY	$35.71	$1,964.00
2	COS-3.2.5.5.1	Earth Embankment	605	CY	$7.14	$4,320.00
3	COS-9.1.5.4	4" Aggregate Base	138	SY	$17.36	$2,395.00
4	COS-10.5.1.0	Concrete Sidewalk	1,232	SF	$10.02	$12,345.00
5	JSP-300.8.1	Bench Type 1	13	EACH	$4,386.00	$57,018.00
6	JSP-300.8.2	Bench Type 2	7	EACH	$7,140.00	$49,980.00
7	JSP-300.8.6	Trash Receptacle	7	EACH	$4,284.00	$29,988.00
8	JSP-300.9.5.1	Sculpture Pedestal	3	EACH	$3,027.00	$9,081.00
9	JSP-400.1.5.1	Deciduous Trees	24	EACH	$478.54	$11,485.00
10	JSP-400.1.5.3	Ornamental Trees	18	EACH	$481.67	$8,670.00
11	JSP-400.1.5.4	Shrubs, Grasses & Perennials	1,650	EACH	$19.72	$32,543.00
12	JSP-400.3.3.1	Planting Bed	2,750	SF	$4.41	$12,132.00
13	JSP-400.6.7.1	Silvia Cell 3X Units	293	EACH	$1,076.46	$315,403.00
14	JSP-400.10.5.1	Steele Bed Edge	121	LF	$14.69	$1,777.00
15	JSP-400.12.5.1	Permeable Pavers	10,230	SF	$32.62	$333,658.00
16	JSP-400.13.3.1	4'x4' Tree Grate	18	EACH	$4,488.00	$80,784.00
17	JSP-500.2.6.4	Gray Concrete with Drainage Bed	350	SF	$20.25	$7,087.00
18	JSP-1000.5.1	Irrigation System (2750 sf of Drip Irrigation)	2,750	LS	$4.57	$12,560.00
ADD ALTERNATE 1 ITEMS SUBTOTAL						$983,190.00
ADD ALTERNATE 1a						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	JSP-400.1.5.1	Deciduous Trees	44	EACH	$478.55	$21,056.00
2	JSP-400.1.5.2	Evergreen Trees	4	EACH	$720.50	$2,882.00
3	JSP-400.1.5.3	Ornamental Trees	22	EACH	$481.64	$10,596.00
ADD ALTERNATE 1 ITEMS SUBTOTAL						$34,534.00
ALLOWANCES						
Allowance 1		JSP 21 Excavated & Stockpile Contaminated Soil	50	CY	$9.00	$450.00
Allowance 2		Removal of Unsuitable Soil & Replacement w/ Compacted Fill	100	CY	$70.00	$0.00
Allowance 3		JSP 20 - CU Subsite 3	1,400	CY	$35.00	$49,000.00
Allowance 4		Removal of Trench Rock & Replacement with Compacted Fill	500	CY	$275.00	$0.00
Allowance 5		Removal of Mass Rock & Replacement with Compacted Fill	400	CY	$275.00	$0.00
Allowance 6		Removal of Contaminated Soil & Replacement with Compacted Fill	100	CY	$90.00	$0.00
ALLOWANCE ITEM SUBTOTAL						**$49,450.00**
GMP TOTAL						**$22,396,279.00**

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2024-255 (HORTON)

FILED: 11/19/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Project B – Renew Jordan Creek – Jordan Creek Box Culvert at Phelps and Boonville; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of $4,409,483 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

PURPOSE: Approving the plans and specifications for Project B – Jordan Creek Box Culvert at Phelps and Boonville and authorizing the execution of a construction contract between the City of Springfield, Missouri and Branco Enterprises, Inc. ("Branco") to set the Guaranteed Maximum Price ("GMP") for construction in the amount of $4,409,483.

BACKGROUND INFORMATION: Resolution 10527 declared the intent of the City of Springfield to utilize the Construction Manager at Risk ("CMAR") project delivery method for Renew Jordan Creek – Main to Boonville and Jordan Creek Box Culvert at IDEA Commons.

Project B, also known as IDEA Commons Box Culvert, includes approximately 1,500 cubic yards of structural concrete for cast-in-place box culverts from intersection of Robberson and Phelps to the railroad tracks located north of Boonville Avenue. In addition, the project includes approximately 450 linear feet of sewer main improvements and reinstallation of existing parking lot pavements at the IDEA Commons parcel. Project B shall be constructed on concurrent timelines with Project A Renew Jordan Creek – Main to Boonville but shall be completed under separate construction contract and GMP specific solely to Project B construction.

Bids were solicited for various work packages for Project B by advertising in the *Daily Events* and *Springfield News Leader*from July 31, 2024 through August 4, 2024. Bids were opened for individual bid packages and read publicly by the CMAR ("Branco") on September 20, 2024 with the following low bidders for the various work packages:

Work Package (low bidder)	**Bid Amount**
Concrete Flatwork (Branco)	$656,429
Box Culvert (Branco)	$2,554,151
Site Furnishing (Branco)	$10,640
Electrical (Meyer)	$70,852
Sewer (Branco)	$511,000
Landscape (Branco)	$5,400

General Conditions & Fees	**Amount**
Cost of Work General Conditions	$112,982
General Conditions	$337,682
CM Contingency	$63,887
CM Fee	$86,460
Branco GMP	*$4,409,483*

Project B will be funded as follows per Council Bill 2024-086, approved May 6, 2024, which included the following budget adjustments (some minor pre-construction expenses have been incurred and funded from these amounts):

- $2,860,000 of 1/4-cent Capital Improvement Sales Tax Funds toward construction of Jordan Creek Box Culvert – Phelps and Boonville
- $2,000,000 of ARPA grant funds administered by MDNR allocated toward construction of Jordan Creek Box Culvert – Phelps and Boonville
- $500,000 allocated to "Project B" sanitary sewer main infrastructure improvements of the $1,000,000 of Environmental Services Clean Water Funds Budgeted to the project (Council Bill 2024-086).

Supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: Public Works recommends award of the construction contract to set the GMP for construction of Project B – Jordan Creek Box Culvert at Phelps and Boonville.

Submitted By: Dan Smith, Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. RJC Project B Idea Commons GMP_ord
2. 4_PROJECT B (IDEA COMMONS) GMP Amendment_ExhA

One-rdg. ______________
P. Hrngs. ______________
Pgs. 12
Filed: 11-12-24

Sponsored by: Horton

First Reading: ____________________ Second Reading: ____________________

COUNCIL BILL 2024-255 SPECIAL ORDINANCE ______________

AN ORDINANCE

APPROVING the plans and specifications for Project B – Renew Jordan Creek – Jordan Creek Box Culvert at Phelps and Boonville; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of $4,409,483 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

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WHEREAS, Resolution 10527 declared the intent of the City of Springfield to utilize the Construction Manager at Risk (“CMAR”) project delivery method for the Renew Jordan Creek – Main to Boonville project (“Project A”) and Jordan Creek Box Culvert at IDEA Commons project (“Project B”); and

WHEREAS, Branco Enterprises, Inc. (“Branco”) was selected as the CMAR for both Project A and Project B, which shall proceed concurrently; and

WHEREAS, Project B includes approximately 1,500 cubic yards of structural concrete for cast-in-place box culverts from the intersection of Robberson and Phelps to the railroad tracks located north of Boonville Avenue, approximately 450 linear feet of sewer main improvements, and reinstallation of existing parking lot pavements at the IDEA Commons parcel; and

WHEREAS, bids for various work packages for Project B were solicited by advertisement in the *Daily Events* and *Springfield News Leader* from July 31, 2024 through August 4, 2024, with bids opened and read publicly by Branco on September 20, 2024; and

WHEREAS, based on the plans, specifications, and bids received, Branco developed the guaranteed maximum price (“GMP”) of $4,409,483 for Project B, as depicted in GMP Amendment #1 attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, the GMP, if accepted, will be funded from several funding sources, including the 1/4-cent Capital Improvement Sales Tax, Environmental Services Clean Water funds, and ARPA grant funds administered by the Missouri Department of Natural Resources, and are already budgeted.

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

Section 1 – City Council hereby approves the plans and specifications for Project B, Renew Jordan Creek – Jordan Creek Box Culvert at Phelps and Boonville, and accepts the guaranteed maximum price of Branco Enterprises, Inc., for said Project at the not to exceed price and sum of $4,409,483.

Section 2 – The City Manager, or designee, is hereby authorized to enter into a contract with said bidder for such work in accordance with the terms of the bid, the plans, the specifications, and "Exhibit A," provided such contract is in a form approved by the City Attorney.

Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: ______________________

____
Mayor

Attest: ____, City Clerk

Filed as Ordinance: ______________________

Approved as to form: ________________________________, Assistant City Attorney

Approved for Council action: ___________________________, City Manager

BRANCO ENTERPRISES inc
Phone: 417-451-5250 · Fax: 417-451-2851 · www.branco.com
Neosho Office: 12033 E Highway 86
Neosho, MO 64850
Springfield Office: 1525 E Republic Rd, Ste. A-125
Springfield, MO 65804
Mailing Address: P.O. Box 459
Neosho, MO 64850

Project B-2018PW0022, Box Culvert Improvements Phelps & Boonville
GMP Amendment #1
October 4, 2024

This Guaranteed Maximum Price (GMP) Amendment is based on the following Contract Documents:

- Project No. 2018PW0022 Plans dated July 18, 2024
- Project No. 2018PW0022 JSP Documents dated July 26, 2024
- City Utilities Drawing No. 86088 Sheets 1 – 4 dated July 7, 2024
- Project No. 2018 PW0022 Addenda 1-3

The GMP is based on the following Qualifications and Clarifications:

1. GMP excludes costs associated with third party inspections and testing.
2. GMP excludes costs associated with abandoning, establishing or moving City Utilities water, gas and electric infrastructure except for items specifically required by the Job Special Provisions.
3. GMP excludes costs associated with City, County, State and Federal Permits.
4. GMP excludes sales tax.
5. GMP excludes costs associated with Archaeological Monitoring.
6. GMP excludes Owner Contingency.
7. GMP excludes Design Team and Owner construction administration costs.
8. GMP excludes costs associated with Railroad Monitoring.
9. GMP includes costs associated with Railroad Flagging.
10. GMP includes costs for temporary power, gas, water, telecom, etc.
11. GMP includes Allowances shown on Project GMP Breakdown.
12. GMP includes $63,887.00 (+/- 1.5%) as a CMAR contingency.
    - This contingency is for the CMAR's use for such cost as:
        - Market or schedule driven changes in the cost of work. These costs are known as "buy-out differences from the budget".
        - Adjustments to contractor's scope of work not anticipated at the time the subcontractor was contracted as required for a complete system installation (i.e. "scope gaps").
    - CMAR Contingency does not include added scope or changes in scope, which are the basis for change orders.
    - CMAR Contingency does not include increases in the Cost of Work identified through further refinement and development of the Construction Documents.

- CMAR Contingency does not include unforeseen site conditions such as buried artifacts, archaeological items, utilities and contaminated or unsuitable soil.

GMP is based on a Substantial Completion date of December 2, 2026, and Final Completion Date of December 31, 2026.

GMP Amendment #1 Total………………………..................................***$4,409,483.00***

	OWNER		***CONSTRUCTION MANAGER***
Signed:	____________________	Signed:	______________________
Printed:	____________________	Printed:	______________________
Date:	____________________	Date:	______________________

Attachments:

1. List of Plans and JSP Documents used for preparing the GMP
2. Project GMP Summary
3. Completed Form of Proposal - GMP Unit Price Breakdown

Attachment #1
List of Plans and JSP Documents

Plans:

W1, Cover Sheet and Location Map
W2, Quantities
W3, Existing Condition
W4, General Layout Plan
W5, Easement Plan
W6 – W7, Demolition Plan
W8, Utility Relocation Plan
W9 – W12, Phasing Plan
W13, Site Plan
W14, Grading Plan
W15 – W18, Box Culvert Plan and Profiles
W19, Box Culvert Connection Plan
W20, Details
W21 – W22, Boring Logs
W23 – W27, Structural Details
E1 – E3, Sediment and Erosion Control
S1 – S2, Sanitary Sewer Plan and Profile
S3, Sanitary Sewer
T1 – T6, Traffic Plans

Job Special Provisions:

JSP-1, Additional Insured
JSP-2, Control of work, inspection, and testing
JSP-3, Working hours, access, and street closures
JSP-4, Certified Payroll Submittal
JSP-5, Required Contract Milestones
JSP-6, Submittals
JSP-7, Geotechnical & Subsurface Information
JSP-8, SWPPP
JSP-9, Control of Groundwater & Surface Water
JSP-10, Utility Coordination
JSP-11, Project Construction Phasing
JSP-12, MBE & WBE

JSP-13, Temporary Sanitary By-Pass Pumping
JSP-14, Historical & Archeological Artifact Encountered During Construction
JSP-15, Mobilization & Bonds
JSP-16, Materials Management Plan (soils)
JSP-100, Removals
JSP-200, Signing & Striping
JSP-300, Site Furnishing
JSP-500, Portland Cement Concrete
JSP-600, Electrical
JSP-700, Fencing
JSP-800, Stormwater
JSP-900, Sanitary Sewer
JSP-1300, Structural
JSP-1500, Erosion Control

General Conditions and Technical Specifications:

2023 City of Springfield General Conditions and Technical Specifications for Public Improvements at
https://www.springfieldmo.gov/DocumentCenter/View/63210/July-2023-General-Conditions-and-Technical-Specifications

Attachment #2
Project GMP Breakdown

PROJECT GMP BREAKDOWN

Project: Renew Jordan Creek Box Culvert - Phelps and Boonville Project B

Date: 10/4/24

By: Rob Lichtenberg

Bid Packages			Total	Recommendation
BP.03.01b	Concrete Flatwork		$656,429	Branco
BP.03.03b	Box Culvert		$2,554,151	Branco
BP.06.01b	Site Furnishings		$10,640	Branco
BP.26.01b	Electrical		$70,852	Meyer
BP.31.02b	Sanitary Sewer & Water		$511,000	Branco
BP.31.04b	Landscaping & Pavers		$5,400	Branco
		Subtotal	**$3,808,473**	
Allowances				Unit Prices
1	100cy-Removal of Contaminated Soil & Replacement with Compacted Fill		$0	90.00/cy
2	200cy-Removal of Unsuitable Soil & Replacement with Compacted Fill		$0	$70.00/cy
3	200cy-Removal of Trench Rock & Replacement with Compacted Fill		$0	$275.00/cy
4	100cy-Removal of Mass Rock & Replacement with Compacted Fill		$0	$275.00/cy
		Subtotal	**$0**	
General Conditions			$337,682	
Cost of Work General Conditions			$112,982	
Owner Contingency (to be carried outside of GMP)			$0	
	TOTAL	Subtotal	**$450,664**	
Total of Bid Packages, General Conditions & Allowances			$4,259,137	
CMR-Contingency (1.5%)			$63,887	
CMR Fee (2%)			$86,459	
		Total Project GMP	**$4,409,483**	

Attachment #3
Unit Price Breakdown

CITY OF SPRINGFIELD						
PUBLIC WORKS DEPARTMENT						
840 North Boonville Avenue						
Springfield, MO 65802						
RENEW JORDAN CREEK BOX CULVERT-PHELPS AND BOONVILLE PROJECT B						
FORM OF PROPOSAL-ADDENDUM #2						
CITY OF SPRINGFIELD STANDARD PAY ITEMS - IDEA COMMONS						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	COS-3.1.4	Clearing and Grubbing	1	LS	$22,577.00	$22,577.00
2	COS-3.2.4.2	Excavation	13	CY	$41.69	$542.00
3	COS-3.2.5.5.1	Earth Embankment	1610	CY	$8.10	$13,049.00
4	COS-3.5.4.2	Miscellaneous Removals	1	LS	$89,581.00	$89,581.00
5	COS-3.6.4.1	Asphalt Pavement Removal	4407	SY	$13.08	$57,658.00
6	COS-3.6.4.2	Concrete Pavement Removal	2393	SY	$20.84	$49,871.00
7	COS-3.6.4.3	Curb Removal	197	LF	$7.24	$1,426.00
8	COS-3.6.4.4	Curb & Gutter Removal	7	LF	$7.14	$50.00
9	COS-3.6.4.5	Sidewalk Removal	80	SY	$19.45	$1,556.00
10	COS-4.1.5.1.1.8	SDR26 8" PVC Pipe	47	LF	$144.72	$6,802.00
11	COS-4.1.5.1.1.24	SDR26 24" PVC Pipe	278	LF	$544.17	$151,279.00
12	COS-4.1.5.1.1.36	SDR26 36" PVC Pipe	126	LF	$749.10	$94,387.00
13	COS-4.2.5.1.60	Standard (I.D.) Manhole	4	EA	$20,059.00	$80,236.00
14	COS-4.2.5.2.60	Dog House Manhole	1	EA	$21,767.00	$21,767.00
15	COS-4.2.5.3.60	Inside Drop Manhole	1	EA	$23,040.00	$23,040.00
16	COS-4.2.5.4.60	Manhole Depth Exceeding 6 feet	39	VF	$353.13	$13,772.00
17	COS-4.1.3.2.3.1.14	Bore (Steel Casing SAN-15)	47	LF	$574.28	$26,991.00
18	COS-5.1.5.1.15	15" Circular Storm Pipe (RCP)	134	LF	$210.72	$28,237.00
19	COS-5.1.5.1.18	18" Circular Storm Pipe (RCP)	11	LF	$269.73	$2,967.00
20	COS-5.1.5.1.24	24" Circular Storm Pipe (RCP)	20	LF	$173.65	$3,473.00
21	COS-5.1.5.1.48	48" Circular Storm Pipe (RCP)	14	LF	$1,910.36	$26,745.00
22	COS-5.2.5.1.48.48	4'x4' SS-1 Junction Box	1	EA	$5,239.00	$5,239.00
23	COS-7.7.6	Temporary Traffic Control	1	LS	$15,480.00	$15,480.00
24	COS-8.1.5	Portland Cement Concrete Curb and Gutter	177	LF	$43.99	$7,787.00
25	COS-9.1.5.1.6	6" Concrete Pavement	6855	SY	$83.94	$575,417.00
26	COS-9.1.5.2	4" Aggregate Base	6855	SY	$12.74	$87,305.00
27	COS-9.2.5	Integral Curb	400	LF	$52.10	$20,841.00
28	COS-10.5.1.8	Concrete Sidewalk	333	SF	$11.58	$3,856.00
29	COS-10.5.2.8	Concrete ADA Ramp	90	SF	$26.63	$2,397.00
30	COS-10.5.3.8	Concrete Driveway	854	SF	$12.16	$10,382.00
31	COS-11.8.11.5.12	6" Aggregate Base	192	SY	$12.16	$2,334.00
32	COS-13.1.5	Seeding	0.1	ACRE	$11,580.00	$1,158.00
33	COS-13.2.5	Native Seeding	0.8	ACRE	$6,367.50	$5,094.00
34	COS-16.8.2.1	Construction Exit	1	EA	$3,821.00	$3,821.00
35	COS-16.8.2.3	Composite Filter Sock	614	LF	$4.17	$2,559.00
36	COS-16.8.2.4	Inlet Protection	6	EA	$301.00	$1,806.00
COS - IDEA COMMONS STANDARD ITEMS SUBTOTAL					**$1,461,482.00**	

JOB SPECIAL PROVISIONS - IDEA COMMONS							
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	JSP-100.3.3.1	Removal of Gravel	2238	SY	$6.77	$15,158.00
2	JSP-100.11.3.1	Mobilization	1	LS	$446,486.00	$446,486.00
3	JSP-200.2.4.2	Roadway Striping Paint White 4"	3734	LF	$1.62	$6,053.00
4	JSP-300.8.6	Trash Receptacle	1	EA	$4,863.00	$4,863.00
5	JSP-300.10.3.1	Concrete Wheel Stop	28	EA	$185.25	$5,187.00
6	JSP-500.2.6.2	Stamped Integral Color Concrete	175	SF	$20.84	$3,647.00
7	JSP-600.7.4.1	Raceways (HDPE)	75	LF	$29.23	$2,192.00
8	JSP-600.7.4.2	Raceways (PVC)	240	LF	$17.53	$4,208.00
9	JSP-600.7.4.3	Raceways (RMC)	840	LF	$39.74	$33,381.00
10	JSP-650.15.1.18	(C.U.) (4) 2" Galvanized Conduit in Trench	210	LF	$71.30	$14,972.00
11	JSP-650.15.1.19	(C.U.) (4) 2" PVC Conduit in Trench	60	LF	$32.73	$1,964.00
12	JSP-650.15.1.20	(C.U.) Bollard	2	EA	$1,485.50	$2,971.00
13	JSP-650.15.1.21	(C.U.) Three Phase Junction Cabinet & Sleeve	2	EA	$911.50	$1,823.00
14	JSP-700.10.4.1	Construction Fence	1	LS	$0.00	$0.00
15	JSP-800.4.4.2	4'X4' Grate Inlet	6	EA	$4,052.33	$24,314.00
16	JSP-800.11.4.1	Concrete Collar	3	EA	$2,026.00	$6,078.00
17	JSP-900.3.5.1	Adjustments of Sanitary Sewer Lateral	1	LS	$8,684.00	$8,684.00
18	JSP-1300.2.6.1	Class A Concrete (Culvert)	1549	CY	$1,524.83	$2,361,968.00
19	JSP-1500.2.4.1	Concrete Washout	2	EA	$2,026.00	$4,052.00
JSP - IDEA COMMONS ITEMS SUBTOTAL					**$2,948,001.00**	
ALLOWANCES						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	Allowance 1	Removal of Contaminated Soil & Replacement with Compacted Fill	100	CY	$90.00	$0.00
2	Allowance 2	Removal of Unsuitable Soil & Replacement with Compacted Fill	200	CY	$70.00	$0.00
3	Allowance 3	Removal of Trench Rock & Replacement with Compacted Fill	200	CY	$275.00	$0.00
4	Allowance 4	Removal of Mass Rock & Replacement with Compacted Fill	100	CY	$275.00	$0.00
ALLOWANCE ITEMS SUBTOTAL					**$0.00**	
GMP TOTAL					**$4,409,483.00**	

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2024-256 (HORTON)

FILED: 11/19/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Cooperative Intergovernmental Agreement with the Board of Governors of Missouri State University for archaeological construction monitoring conducted in support of the Renew Jordan Creek project for the not to exceed price of $272,520.65.

PURPOSE: Authorizing the City Manager, or designee, to enter into a Cooperative, Intergovernmental Agreement with the Board of Governors of Missouri State University and enter into a not-to-exceed contract in the amount of $272,520.65, for Archeological Construction Monitoring conducted in support of the Renew Jordan Creek ("Project").

BACKGROUND INFORMATION: As part of United States Corps of Engineers ("USACE") Section 404 permit process, the USACE as the Project's Federal Partner, is required to comply with Section 106 of the National Historic Preservation Act. The City of Springfield, in coordination with the USACE and various consulting parties including Missouri State Historic Preservation Office ("SHPO") and numerous Native American Tribal representatives, is required to plan for ways to mitigate and address impacts to known and suspected historical sites within the Project area.

As part of the Section 106 requirements, and in consultation with USACE, it was determined that a Programmatic Agreement ("PA") and a Memorandum of Agreement ("MOA") would be required to define the associated archeological investigation and impact mitigation for the Project. The Archeological Construction Monitoring work is a critical component defined in the PA. The construction monitoring phase of the archeological work will further delineate the cultural resource sites and generate archaeological artifacts associated with the two historical sites in the Project area: (23GR2023, Springfield Wagon Shops and 23GR2024, Springfield Manufacturing Company). A scope of work, fee schedule, cost estimate, and contract are included as "Exhibit A."

Any artifacts generated will be curated by the Bernice S. Warren Center for Archaeological Research ("CAR") at Missouri State University under an existing curation agreement in place between MSU-CAR and the City of Springfield for this project (Council Bill 2024-066) Curation of the archaeological artifacts is necessary for compliance with Section 106 requirements.

Supports the following City Council Priorities:

- Quality of Place

- Public Safety

REMARKS: This Council Bill will authorize the City of Springfield to enter into a contract (“Exhibit A”)with the Board of Governors of Missouri State University for Archeological Construction Monitoring for the Renew Jordan Creek Project. This contract will be funded through Level Property Tax Funds that have already been budgeted for the project. Public Works recommends approval of this Council Bill.

Submitted By: Dan Smith, Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. RJC Project A Archaeological Monitoring_ord1
2. 3_PROJECT A (RJC) MSU CAR Archeological Monitoring Contract_ExhA

One-rdg. ______________
P. Hrngs. ______________
Pgs. 15
Filed: 11-12-24

Sponsored by: Horton

First Reading: ____________________ Second Reading: ______________

COUNCIL BILL 2024-256 SPECIAL ORDINANCE ________

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Cooperative Intergovernmental Agreement with the Board of Governors of Missouri State University for archaeological construction monitoring conducted in support of the Renew Jordan Creek project for the not to exceed price of $272,520.65.

WHEREAS, as part of the United States Corps of Engineers (“USACE”) Section 404 permit process, the City is required to comply with Section 106 of the National Historic Preservation Act and develop plans to mitigate and address impacts to known and suspected historical sites within the area of the Renew Jordan Creek project (“Project”); and

WHEREAS, construction monitoring may potentially generate archaeological artifacts associated with two historic sites within the Project area, and it is necessary for the City to comply with Section 106; and

WHEREAS, the Bernice S. Warren Center for Archaeological Research (“CAR”) at Missouri State University will perform the archaeological construction monitoring work in exchange for a fee; and

WHEREAS, CAR will curate any archaeological artifacts discovered during construction pursuant to an agreement authorized in Special Ordinance 27982.

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

Section 1 – City Council hereby authorizes the City Manager, or designee, to enter into a cooperative intergovernmental agreement with the Board of Governors of Missouri State University for archaeological construction monitoring conducted in support of the Renew Jordan Creek Project for the not to exceed price of $272,520.65, provided the agreement is in substantial conformity with the agreement attached hereto and incorporated herein by reference as “Exhibit A.”

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: ______________________

____
Mayor

Attest: ____, City Clerk

Filed as Ordinance _______________________

Approved as to form: ________________________________, Assistant City Attorney

Approved for Council action: __________________________, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONSULTANT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE 07/01/2021	TERMINATION DATE 06/30/2022	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONSULTANT	
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: 417-864-1990** **Attn: Kirkland Preston**		**Board of Governor's of Missouri State University** **901 S. National** **SPRINGFIELD MO 65897** **Phone: 417-836-8473** **Attn: Adam Niesen** **Email: AdamNiesen@MissouriState.edu**	

CONSULTANT CONTRACT

THIS CONTRACT, made and entered into this _______day of _____________________, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Springfield desires to engage the Consultant to render certain professional services hereafter described in connection with **Renew Jordan Creek Archeological Construction Monitoring** more particularly described in ***Exhibit A***; and

WHEREAS, the Consultant made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Consultant as follows:

1. **Services**. The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A*** in accordance with the standard of care, skill and expertise ordinarily used by other members of Consultant's profession in performing similar services. No services shall be provided by Consultant until this Contract has been fully executed.

2. **Addition to Services**. The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7 hereof. The Consultant shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Consultant.

3. **Exchange of Data**. All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Consultant without charge, and the parties shall reasonably cooperate in connection with this Contract.

4. **Personnel**. The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all

personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

5. **Term**. The services of the Consultant shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing by the City, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

6. **Costs not to Exceed**. The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended in writing. The Consultant providing services hereunder shall be required to keep track of the amount of hours billable under this Contract at all times; and any work in excess of the fixed sum for this Contract shall not be eligible for payment. The Consultant shall promptly notify the City if Consultant anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system documenting the amount of money remaining on the Contract which shall be shown in each incremental billing statement.

7. **Payment**.

a. **Conditioned upon acceptable performance**. Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Consultant in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Consultant for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Contract exceed the sum of **TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED TWENTY and 65/100 Dollars ($272,520.65)**.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Consultant to fulfill Consultant's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A*** shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Consultant by one of four different means: Facsimile Transmission ("FAX") if Consultant has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Consultant; or by electronic mail to the address indicated below; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant related to this Contract shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Contract by the Consultant.

b. **Termination for Convenience.** The City shall have the right at anytime upon 15 days' written notice to Consultant to terminate and cancel this Contract, without cause, for the convenience of the City, and Consultant shall immediately stop work upon issuance of such notice. In such event City shall not be liable to Consultant 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 Consultant 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 Consultant.

9. **Conflicts**. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Consultant.

10. **Assignment**. The Consultant 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 Consultant 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. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, 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 Contract.

11. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

12. **Discrimination**. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, 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) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and any authorized 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 any authorized 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.

13. **Occupational License**: The Consultant shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Consultant. No contract will be executed by the City until this occupational license has been obtained.

14. **Compliance with Laws**. Consultant agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments issued to Consultant has been made in full.

15. **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 Consultant is associated with a business entity, Consultant shall provide a notarized affidavit acceptable to the City stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

16. **Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act).** That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in and shall not, for the duration of the contract, 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. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

17. **Nonresident/Foreign Consultants**. The Consultant shall procure and maintain during the life of this Contract:

a. If the Consultant 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 351.572 RSMo.; and

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.

18. **General Independent Consultant Clause**. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

19. **City Benefits**. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.

20. **Liability and Indemnity**. The parties mutually agree to the following:

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in 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. To the extent allowed by law, the Consultant shall hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Consulting arising out of or in any way connected with this work.

21. **Attorney Fees.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney

fees, and all other related expenses incurred in such litigation.

22. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Consultant), or by first class mail addressed to City or Consultant at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Consultant) 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 location 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. **Jurisdiction**. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

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.

____
Director of Finance or Acting Director

APPROVED AS TO FORM

____
City Attorney or designee

CONSULTANT

By: Brad Bodenhausen

Name & Title: Brad Bodenhausen
VP for Community & Global Partnerships

If Consultant is a Disadvantaged Business Enterprise (DBE), please indicate classification.
Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By:____
City Manager or designee

Exhibit A **to Consultant Contract**

Scope of Work

<table>
<tr><td>Name of Consultant</td><td colspan="2">MSU-CAR</td></tr>
<tr><td>Scope of Work
(Job Description)</td><td colspan="2">Archeological Monitoring - Renew Jordan Creek Construction</td></tr>
<tr><td>Start Date</td><td colspan="2">December 16, 2024</td></tr>
<tr><td rowspan="4">Interim Deadlines
(if applicable)</td><td>Date</td><td>Phase of Project To Be Completed</td></tr>
<tr><td>NA</td><td>NA</td></tr>
<tr><td>NA</td><td>NA</td></tr>
<tr><td>NA</td><td>NA</td></tr>
<tr><td>Final Completion Deadline</td><td colspan="2">December 31, 2026</td></tr>
<tr><td>Reimbursable Expenses</td><td colspan="2">☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage</td></tr>
<tr><td rowspan="3">Maximum Payment</td><td>$</td><td>Maximum Payment for Services Rendered</td></tr>
<tr><td>$</td><td>Maximum Amount Of Expenses To Be Reimbursed</td></tr>
<tr><td>$ 272,520.65</td><td>Total Maximum Amount To Be Paid To Consultant, including both services and reimbursable expenses</td></tr>
<tr><td>Method of Payment</td><td colspan="2">☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project

☐ Monthly Payments Based On Rate of

☒ Incremental Payments As Follows:
Invoiced to City based on work completed (monthly invoicing)</td></tr>
<tr><td>Department Head's Signature or designee</td><td colspan="2">Date:</td></tr>
</table>

Missouri State
BERNICE S. WARREN
CENTER for ARCHAEOLOGICAL
RESEARCH

Proposal for:

Archaeological Monitoring and Data Recovery, Renew Jordan Creek from Main to Boonville, Phases 1–5, Downtown Springfield, Greene County, Missouri (DA Permit Number: SWL-2022-00064)

Submitted to:

Kirkland Preston
Department of Public Works - Stormwater
City of Springfield
kpreston@springfieldmo.gov

Project Description

As stipulated by the Programmatic Agreement (PA) between the City of Springfield (COS), U.S. Army Corps of Engineers – Little Rock District (USACE-SWL), Missouri State Historic Preservation Office (MoSHPO), and the Osage Nation Historic Preservation Office (ONHPO), the Warren Center for Archaeological Research (CAR) proposes to provide archaeological monitoring and data recovery services in conjunction with Phases 1–5 of the Renew Jordan Creek Project from Main to Boonville Avenue (the Project) in Springfield, Greene County, Missouri. All work proposed below will be completed under the direction of a qualified professional archaeologist and conform to the stipulations of the Monitoring and Data Recovery Plan (PA Appendix B) and the subsequent recommendations of the Management Summary Geoarchaeological Trenching Results (Rideout et al. 2024).

Archaeological monitoring and data recovery are designed to mitigate, in part, adverse effects on known historic properties within the area of potential effects (APE). Specifically, ground disturbance associated with the Project will impact substantial portions of two National-Register-eligible archaeological sites (23GR2023 and 23GR2024). Prior work at these sites has demonstrated remarkable stratigraphy and the presence of intact cultural horizons and features associated with the pre-contact Indigenous occupation of the Jordan Valley and the early development and urbanization of Springfield. The identification of intact cultural deposits and recovery of available data within the APE will provide important knowledge spanning the entire history of human occupation in the region.

Scope of Work

The proposed archaeological monitoring and data recovery effort will include: (1) archaeological monitoring of all ground disturbance activities in areas of archaeological concern; (2) archaeological data recovery of intact cultural horizons and features; (3) processing, analysis, and curation of recovered archaeological materials; (4) submission of a comprehensive report detailing the results of the geoarchaeological trenching, monitoring, and data recovery. Each of these tasks are briefly detailed below. Please refer to the Monitoring and Data Recovery Plan (PA Appendix B) for a more detailed description of field and laboratory methods.

1. Archaeological Monitoring

Archaeological monitoring under the supervision of a Secretary of Interior Standards (SOI) qualified archaeologist will be undertaken from the start of construction to the completion of construction of the Project for all ground disturbance activities in areas of archaeological concern. Specific monitoring procedures will vary based on the pre-determined archaeological potential of stratified material slated to be removed from the APE. Materials have been classified into three restriction levels by depth and composition: (1) Unrestricted (modern and pre-cultural deposits); (2) Moderately restricted (postcontact fill); (3) Restricted (pre-contact/contact-era surfaces).

Excavation contractors can expect to remove recent landscaping and parking-related hardscaping (e.g., concrete, asphalt, and aggregate) to approximately 8–12 in (20–30 cm) below the modern ground surface. Underlying that, modern clean fill (comprising clay subsoil with limestone gravel/cobbles) is anticipated to depths between 4.2 and 5.6 ft bs (1.3 and 1.7 m bs) east of Cambell Ave. and to 1.6 and 8.0 ft bs (0.5 and 2.4 m bs) west of Cambell Ave. Modern deposits can be excavated relatively quickly, using standard excavating techniques (e.g., equipment with toothed buckets) with minimal cultural resource monitoring, and the spoils can be loaded directly for removal from the site. At least one SOI-qualified monitor will be present to observe the removal of modern deposits and alert excavation contractors when they encounter the uppermost buried postcontact (historic) ground surface.

Moderately restricted deposits will consist of alternating horizons of buried postcontact ground surfaces (comprising topsoil, ash/cinder dumps, possibly remnants of structural fires, and dispersed artifacts) and fill. Postcontact ground surfaces and fill are anticipated beginning at depths between 0.9 and 8.0 ft bs (0.3 and 2.4 m bs) and terminating at depths between 4.5 and 8.2 ft bs (1.4 and 2.5 m bs). In the vicinity of Geoarchaeological Trenches 6–7 (western APE), modern fill is anticipated to terminate immediately at the buried contact/precontact horizons (having no extant buried postcontact deposits separating them). Where present, postcontact surfaces/fill deposits can be excavated relatively quickly, using standard excavating techniques (e.g., equipment with toothed buckets), but excavations will need to proceed cautiously at a slowed pace and will require more intensive cultural resource monitoring. One SOI-qualified archaeological monitor should be continuously monitoring each excavator in moderately restricted and restricted deposits, and a monitor or technician shall be present to visually inspect excavated material before removal from the site. Additional crew on-call at the CAR office will be available to mobilize as needed for feature recordation and excavation.

Restricted soils encompass all intact pre-contact or contact era surfaces, beginning at depths between 4.5 and 9.9 ft bs (0.4 and 3.0 m bs) east of Geoarchaeological Trench 6 and at depths of approximately 0.3 ft bs (0.9 m bs) in the lower (western) lot containing Trenches 6 and 7. The pace and method of excavations will be adjusted to allow for the intensive monitoring and data recovery procedures outlined in the Monitoring and Data Recovery Plan (PA Appendix B). Excavation in these soils will require 4-ft or wider smooth-edge buckets and careful removal of material in approximately 2-inch scrapes. Additionally, excavation efforts may need to be redirected intermittently as small teams of excavators will be brought in for data recovery if and when settlement, contact, and/or precontact features (e.g., tanning vats, postholes, or hearths) or other deep more recent historical features (e.g., wells or outhouse pits) are exposed. In the event of an unanticipated discovery of human remains or burial, the contractor must comply with the Missouri Unmarked Human Burial Law (RSMo §194.400-410) and adhere to the Project's approved *Inadvertent Discovery Plan*.

Vertical and horizontal control will be provided by a centimeter-accurate SparkFun RTK Facet L-Band GNSS unit, which will be used to record excavation limits, piece plots, features, and all other relevant spatial data. For the duration of monitoring, weekly progress reports will be supplied to USACE, SHPO, COS, and ONHPO. Monitoring will continue until pre-settlement soils are encountered, possibly at depths of up to 10 feet below the surface.

2. Data Recovery

Archaeological data recovery will follow the procedures outlined in the Monitoring and Data Recovery Plan (PA Appendix B). Below the overburden, any diagnostic artifacts observed in primary context will be collected. If a feature is identified, excavations will be temporarily halted, and the CAR office will be notified. To prevent costly downtime for the construction crew, the excavator may be moved to another location along with the monitoring crew, while a data recovery team is mobilized from the CAR office. The CAR office is located at 622 S. Kimbrough Ave., about 0.5 mile from the APE, and additional crew can typically be on site within 15 minutes of notification. With the possible exception of large, deep post-contact features such as cisterns, privy pits, and wells, all features will be excavated by hand. All features encountered during excavation will be entirely exposed in plan view within the limits of proposed disturbances. Foundations, builder's trenches, and other linear features will be mapped and photographed in plan view, and at least one hand-excavated test unit will be placed to sample adjacent stratigraphy and define the vertical extent of the feature.

Before its removal, the stone arch bridge beneath Campbell Avenue will be documented as an archaeological feature. Where possible, the structural ruins will be exposed *in situ*. Documentation will include scale drawings and photographs of the ruins. Disassembly will be monitored and photo-documented by an archaeologist.

Any exposed pit features will be bisected with trowels, and the fill will be removed in 10 cm levels. After removing half of the fill, the feature's profile will be drawn to scale and photographed. A flotation sample of at least ten liters will be taken from the second half of the features and returned to the CAR lab; only new float bags will be used for collecting flotation samples. In addition to the flotation sample, samples of plant or animal remains will be removed from feature deposits for possible radiocarbon dating. The location of the radiocarbon samples taken will be mapped and noted on the feature form. Once the fill has been removed, a final plan view drawing and photograph will be taken of the feature.

1. Artifact Processing, Analysis, and Curation

Except for exceptional cases, at the discretion of the archaeological monitor, no artifacts will be recovered from non-feature or architectural contexts in unrestricted or moderately restricted deposits. If previously unsampled, discrete midden/dump deposits are encountered, a representative sample of their contents may be retrieved for analysis before discard. All artifacts recovered from feature contexts and/or restricted deposits will be collected. Artifact collections will be packaged and returned to CAR for processing and analysis.

Diagnostic artifacts will be scanned or photographed with a scale for presentation in the report. All flotation samples will be processed through a Flote-Tech device to remove the sediments. If recovered in sufficient quantity and context to support specialized analysis, floral and faunal remains will be prepared for shipment to outside experts (e.g., Katherine Parker for floral remains and Terrance Martin for faunal remains). The cost of this specialized analysis will depend on the results of the data recovery and is not included in this scope of work. For precontact features, after analysis, a sample of any carbonized floral remains will be sent to obtain radiocarbon dates. At least eight samples will be sent for radiocarbon dating. This date will more accurately determine when these sites were utilized. All materials and associated records, as required by the PA, will be curated with CAR under the conditions of the cooperative agreement between COS and the Board of Governors of Missouri State University.

2. *Reporting and Deliverables*

Weekly summary reports will be provided to COS, USACE, MoSHPO, and ONHPO for the duration of monitoring activities. Within five days after the end of monitoring and data recovery operations, a letter summary report prepared by CAR will be sent to Olsson and the COS describing the results. This summary report will be forwarded to the USACE for review and consultation. Within one year of fieldwork completion, CAR will deliver a comprehensive report draft to Olsson and COS. This report will describe the methodology and results of the monitoring operations and any data recovery efforts. Updated site forms will be prepared for Sites 23GR2023 and 23GR2024 and submitted to MoSHPO.

Schedule and Cost Estimate

Based on the preliminary construction schedule provided by COS, we estimate that at least one SOI-qualified archaeological monitor will be needed on site between mid-November 2024 and mid-May 2025. Additional SOI-qualified monitors and technician support will be needed during intensive grading and excavation into *moderately restricted* and *restricted* materials, estimated to occur over approximately 60 days spread out between December 2024 and April 2025. We anticipate that a data recovery team comprising two additional SOI-qualified archaeologists with technician support will be needed on site for no more than 160 hours throughout the project. A draft final report will be provided within one year (12 months) of fieldwork completion, as stipulated by the PA. CAR can complete the proposed work on a cost-reimbursable, time-and-materials basis, with a maximum cost not to exceed $**272,520.65** (see Exhibit A). This cost does not include any specialized analyses of floral or faunal remains by outside experts as mentioned in PA Appendix B.

Should you have any questions or concerns regarding this proposal, please don't hesitate to contact our office. We thank you for your consideration and look forward to providing prompt, high-quality archaeological services for the above-referenced project.

Kevin Cupka Head, RPA
Director
Warren Center for Archaeological Resources
kcupkahead@missouristate.edu

October 8, 2024

Exhibit A. Budget Detail

No.	Personnel / Item	Rate	Quantity	Unit	Expense
1. MOBILIZATION					
1	Director	$62.51	2	hours	$125.02
1	Research Archaeologist	$43.38	2	hours	$86.75
1	Project Supervisor	$35.73	2	hours	$71.47
1	Research Specialist	$30.54	2	hours	$61.07
	Total Mobilization				***$344.31***
2. FIELD WORK					
1	Director	$62.51	80	hours	$5,000.86
1	Research Archaeologist	$43.38	1500	hours	$65,062.50
1	Research Archaeologist	$41.64	1000	hours	$41,640.00
1	Research Archaeologist	$42.31	160	hours	$6,769.54
1	Project Supervisor	$35.73	80	hours	$2,858.79
2	Archaeological Technicians	$20.46	1000	hours	$40,926.00
1	Vehicle	$0.66	400	miles	$264.00
	Field Supplies	$15.00	200	days	$3,000.00
	Total Fieldwork				***$165,521.68***
3. LABORATORY WORK					
1	Laboratory Director	$62.51	24	hours	$1,500.26
1	Laboratory Technicians	$30.54	80	hours	$2,442.88
	Lab Supplies	$5.00	15	days	$75.00
	C14 Dating	$400.00	8	samples	$3,200.00
	Total Labwork				***$7,218.14***
4. RESEARCH-REPORTING					
1	Director	$62.51	40	hours	$2,500.43
1	Research Archaeologist	$43.38	120	hours	$5,205.00
1	Drafting	$35.73	24	hours	$857.64
1	Research Assistant	$30.54	16	hours	$488.58
	Total Research-Reporting				***$9,051.64***
5. CURATION					
	Direct Subtotal				$182,135.77
	5% Curation Fee				***$9,106.79***
	Total Direct				$191,242.56
	Total Indirect (42.5%)				$81,278.09
				NTE Estimate	**$272,520.65**

CAR 1884c-5

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2024-264 (SIMPSON, CARROLL, MCGULL, H

FILED: 11/22/2024

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance authorizing the City of Springfield, Missouri, to enter into an Interagency Agreement with the Department of Public Works for the purpose of obligating American Rescue Plan Act (“ARPA”) funds for use in the Historic City Hall Renovation project for the not to exceed price of $4,534,190.00.

PURPOSE: The Historic City Hall building was originally constructed in 1891 as the US Customhouse and Post Office. Since then, three additions increased the square footage to nearly 38,000 square feet.

The City of Springfield purchased the building in 1908 and took occupancy in 1938. The latest major renovation of the facility was completed in the 1970s. Abatement of hazardous materials used in the facility has already begun, and the City has contracted with a Construction Manager at Risk (“CMAR”) to perform the renovations. The CMAR has bid out work packages for the renovations, but failed to receive bids for certain items.

The deadline for obligating ARPA State and Local Fiscal Recovery Funds (“SLFRF”) is December 31, 2024. Per United States Department of the Treasury guidance, ARPA funds included in an interagency agreement between a city council and departments within a recipient’s government will be treated as obligated for the purposes of SLFRF. This Interagency Agreement will ensure those ARPA funds are obligated and allow the CMAR additional time to readvertise those work packages.

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 11/27/2024

Attachments:
1. Interagency Agreement - City Hall_Ord JLP 11-26-24
2. Interagency Agreement - City Hall_ex_1

One-rdg. ______________
P. Hrngs. ______________
Pgs. 7
Filed: 11/27/24

Sponsored by: Simpson, Carroll, McGull, Hardinger

First Reading: ____________________ Second Reading: ____________________

COUNCIL BILL 2024-264 SPECIAL ORDINANCE ______________

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, to enter into an Interagency Agreement with the Department of Public Works for the purpose of obligating American Rescue Plan Act ("ARPA") funds for use in the Historic City Hall Renovation project for the not to exceed price of $4,534,190.00.

WHEREAS, the deadline for obligating ARPA State and Local Fiscal Recovery Funds ("SLFRF") is December 31, 2024; and

WHEREAS, $4,534,190.00 of ARPA funds received by the City have been allocated for the Historic City Hall Renovation project; and

WHEREAS, the Construction Manager at Risk is in the process of receiving additional bids for certain components of the Historic City Hall Renovation project and requires additional time before submitting a guaranteed maximum price for the City's consideration; and

WHEREAS, pursuant to Treasury, an Interagency Agreement will allow for the obligation of ARPA funds for the Historic City Hall Renovation project in advance of the December 31, 2024 deadline; and

WHEREAS, said Interagency Agreement imposes conditions on the use of funds by recipient agency, department, or part of government receiving funds to carry out the program; governs provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; and/or governs the procurement of goods or services by one agency, department, or part of government from another; and

WHERAS, said Interagency Agreements sets forth specific requirements (e.g., scope of work and project deliverables); is signed by the parties or otherwise evidences assent of parties; and does not disclaim binding effect or state that it does not create rights or obligations.

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

Section 1 – That the agreement with the Department of Public Works for the purpose of obligating American Rescue Plan Act (“ARPA”) funds for use in the Historic City Hall Renovation project for the not to exceed price of $4,534,190.00, a true and accurate copy of said agreement being attached hereto and incorporated as “Exhibit 1,” be and the same is hereby approved.

Section 2 – That the Mayor of the City of Springfield, Missouri, is hereby authorized and directed to execute said agreement by and on behalf of the City of Springfield.

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

Passed at meeting: ______________________

____
Mayor

Attest: ____, City Clerk

Filed as Ordinance: ______________________

Approved as to form: ________________________________, Assistant City Attorney

Approved for Council action: ____________________________, City Manager

CITY OF SPRINGFIELD INTERAGENCY AGREEMENT (IAA) AGREEMENT BETWEEN DEPARTMENTS/AGENCIES

Section 1

Check all that apply

☒ : Imposes conditions on the use of funds by recipient agency, department, or part of government receiving funds to carry out the program.

☐ : Governs provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds.

☐ : Governs the procurement of goods or services by one agency, department, or part of government from another.

Is at least one item above checked?

- Yes, please proceed to Section 2.
- No, STOP - Interagency Agreement does not constitute an obligation per Treasury Guidance[1]

Section 2

Check all that apply

☒ : Sets forth specific requirements (e.g., scope of work and project deliverables).

☒ : Is signed by the parties or otherwise evidences assent of parties.

☒ : Does not disclaim binding effect or state that it does not create rights or obligations.

Are all of the items in Section 2 checked?

- Yes, please proceed to Section 3
- No, STOP – Interagency Agreement does not constitute an obligation per Treasury Guidance[2]

[1] Obligating SLFRF Funds Through an Interagency Agreement
[2] Obligating SLFRF Funds Through an Interagency Agreement

CITY OF SPRINGFIELD INTERAGENCY AGREEMENT (IAA) AGREEMENT BETWEEN DEPARTMENTS/AGENCIES

Section 3[3]

DEPARTMENT

1. Departments Involved in the IAA

	Department Requesting Products/Services	**Department Providing Products/Services**
Name	City of Springfield, Missouri by and through City Council	Department of Public Works, Springfield, Missouri
Address	840 Boonville Ave. Springfield, MO 65802	840 Boonville Ave. Springfield, MO 65802

2. Agreement Period

Start Date 12/16/2024 (MM-DD-YY) and

End Date 12/31/2026 (MM-DD-YY) of IAA or effective cancellation date.

3. Estimated Agreement Amount Direct Cost: $4,534,190.00 Overhead Fees & Charges: N/A Total Estimated Amount: $4,534,190.00	Provide a general explanation of the Overhead Fees and Charges, if applicable:

4. **Requesting Department's Scope**

Department shall implement the Historic City Hall Renovation Project ("Project") , including any milestones and deliverables, as described herein.

Project includes upgrading the historic structure to meet the needs of the present-day City functions. The scope of work includes the addition of a new elevator, restroom core, upgrading the electrical and mechanical systems providing more efficiency, and reorganizing the layout to better accommodate the Finance Department, City Clerk, and City Council. The Project will continue the upgrade of Historic City Hall's HVAC as well as continue the exterior renovations. The Project includes demolition of the wood framed structure at the southeast corner of the building, restoration of the building facade, new entrance doors, roof replacement, window replacements, sidewalk improvements, exterior lighting and landscaping.

[3] United States Government Interagency Agreement (IAA) Agreement Between Federal Agencies General Terms & Conditions (GT&C) Section

CITY OF SPRINGFIELD INTERAGENCY AGREEMENT (IAA) AGREEMENT BETWEEN DEPARTMENTS/AGENCIES

4.a. Contact Change Orders, Contingencies, and Amendments[4]

Executed contracts with the City of Springfield can be subject to change orders, contingencies and amendments.
☐ : Check this box indicating you read and agree to follow the above statement

The City of Springfield may use SLFRF funds to cover increased costs or use additive funds to preexisting obligations.
☐ : Check this box indicating you read and agree to follow the above statement

The City of Springfield may cover the cost of amendments to contracts if the amended contract is within substantially the same scope and for substantially the same purpose as the contract that was incurred by December 31, 2024. This flexibility aligns with recipients' ability to terminate a contract for convenience and to use SLFRF funds for costs associated with change orders and contingencies contemplated by their contracts and subawards.

☐ : Check this box indicating you read and agree to follow the above statement

5. Project Deliverables

- The Department will complete the Project by contracting with a Construction Manager at Risk or other contractors necessary to complete the renovation of Historic City Hall, providing monitoring and oversight of said contractors, and evaluating the work done in the course of the renovation to ensure the Project is completed. Any contracts that have not yet been authorized by City Council will be subject to review and approval by City Council.
- The Department will receive invoices from contractors, track expenditures, and complete any reports necessary to comply with ARPA rules and regulations.
- The Department will provide updates on the progress of the Project to City Council upon request.

6. Roles and Responsibilities for the Requesting Department and the Servicing Department

a. Subject to the availability of ARPA funding, City Council shall provide funds to the Department for the Project, in an amount not to exceed **$4,534,190.00**. Any expenses or costs incurred by the Department in excess of this amount shall be the sole responsibility of the Department.
b. The Department agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement.
c. City Council shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement. The Department shall comply with all ARPA funding requirements. Any ARPA funding advanced to Department prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.
d. The Department agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and City Council to meet any reporting deadlines. The Department shall adhere to the instructions and format, including specific forms required by City Council and the U.S Department of Treasury for the ARPA funding.
e. The Department shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the Department's records with respect to matters covered by this Agreement. The Department shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
f. The Department shall collect performance data from contractors and shall conduct regular, consistent, and documented monitoring and oversight of contractors to ensure compliance with City standards and progress toward completion of the Project.

7. Please Initial Below Stating the Parties Understand That This IAA Must Be Signed By All Parties

____________ (Initial)	____________ (Initial)
Mayor of Springfield, Missouri (Requesting Department Official)	Director of Public Works (Servicing Department Official)

[4] State and Local Fiscal Recovery Funds Obligation Interim Final Rule

CITY OF SPRINGFIELD INTERAGENCY AGREEMENT (IAA) AGREEMENT BETWEEN DEPARTMENTS/AGENCIES

8. Please Initial Below Stating the Parties Understand That This IAA Creates Rights and Does Not Disclaim Binding Effect

____________(Initial)	____________(Initial)
Mayor of Springfield, Missouri (Requesting Department Official)	Director of Public Works (Servicing Department Official)

DEPARTMENT OFFICIAL

The Department Official is the highest-level accepting authority or official as designated by the Requesting Department and Servicing Department to sign this agreement. Each Department Official must ensure that the terms and conditions are properly defined and, that the scope of work can be fulfilled as per the agreement.

9. Please Complete Below Acknowledging the Terms and Conditions Outline in the IAA

	City Council	**Department of Public Works**
Name	Ken McClure	Dan Smith
Title	Mayor of Springfield, Missouri	Director of Public Works
SIGNATURE		
Approval Date		

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2024-265 (MCCLURE)

FILED: 11/26/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Letter of Intent and Cost-Share Agreement with the United Soccer Leagues, LLC, in an amount not to exceed $75,000.00 to conduct feasibility studies and other research necessary to determine potential site details for the property located at 1109 East Trafficway Street.

PURPOSE: The City of Springfield's Department of Economic Vitality and Workforce Development has been in preliminary discussions with the United Soccer Leagues, LLC ("USL"), regarding the possibility of bringing both men's and women's professional soccer teams to the City. The City-owned property located at 1109 East Trafficway Street has been identified as a promising potential site for a soccer stadium, and the USL is ready to begin conducting feasibility studies and other research regarding the potential development of the site. To this end, the USL has provided the City a Letter of Intent that would provide for exclusivity between the City and the USL during the feasibility phase, which would initially last through December 31, 2025, with an option to extend the partnership for two (2) additional six (6) month periods.

The USL has also requested that the City enter into a Cost-Share Agreement. If approved, the Cost-Share Agreement would provide for a fifty-percent (50%) cost-share between the City and the USL, with a maximum initial City contribution of $75,000.00. This contribution would be paid using previously budget funds from the City Manager's Contingency Fund. The City would also retain a copy of any reports, studies, or other work product resulting from the Agreement.

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 11/27/2024

Attachments:
1. USL Cost Share Agreement and LOI (1)
2. Exhibit A - Letter of Intent
3. Exhibit B - Cost-Share Agreement

One-rdg. ______________
P. Hrngs. ______________
Pgs. 14
Filed 11-27-24

Sponsored by McClure

First Reading ______________ Second Reading ______________

COUNCIL BILL 2024-265 SPECIAL ORDINANCE ______________

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Letter of Intent and Cost-Share Agreement with the United Soccer Leagues, LLC, in an amount not to exceed $75,000.00 to conduct feasibility studies and other research necessary to determine potential site details for the property located at 1109 East Trafficway Street.

WHEREAS, the City of Springfield's Department of Economic Vitality and Workforce Development has been in preliminary discussions with the United Soccer Leagues, LLC (the "USL"), regarding the possibility of bringing both men's and women's professional soccer teams to the City; and

WHEREAS, the City-owned property located at 1109 East Trafficway Street has been identified as a potential site for a soccer stadium; and

WHEREAS, the USL is ready to begin conducting feasibility studies and other necessary research to determine the development potential of the site; and

WHEREAS, the USL has provided the City with a Letter of Intent to allow for exclusivity between the City and the USL through at least December 31, 2025, with the possibility of extension through December 31, 2026, to complete all necessary research, attached hereto and incorporated herein by this reference as "Exhibit A"; and

WHEREAS, the USL has requested that the City enter into a Cost-Share Agreement, whereby the City would reimburse the USL at a rate up to fifty percent (50%), with a maximum initial contribution of $75,000.00, a copy of which is attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, previously budgeted funds from the City Manager's Contingency Fund will be used for the City's contribution.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into a Letter of Intent with the United Soccer Leagues, LLC, substantially similar in form to that attached hereto as “Exhibit A.”

Section 2 – The City Manager, or designee, is hereby authorized to enter into a Cost-Share Agreement substantially similar to that attached hereto as “Exhibit B,” for the purpose of conducting feasibility studies and other research on the development potential of the City-owned property located at 1109 East Trafficway Street.

Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: ______________________

____
Mayor

Attest: ____, City Clerk

Filed as Ordinance: ______________________

Approved as to form: ________________________________, Assistant City Attorney

Approved for Council Action: __________________________, City Manager

[DATE]

[NAME]
[ADDRESS]

Dear [NAME]:

As you are aware, United Soccer Leagues, LLC (the "**USL**") and the City of Springfield, Missouri ("**Springfield**", and together with the USL, collectively, the "**Parties**") have engaged in preliminary discussions regarding a potential collaboration to establish professional soccer in Springfield and, in connection therewith, undertake a real estate development project that would result in a multi-purpose sports and entertainment district in Springfield anchored by the Stadium (as defined below) (collectively, the "**Proposed Transaction**"). This letter agreement (the "**Letter Agreement**") provides a brief summary of the principal terms and conditions of the Proposed Transaction. The parties agree to continue to engage in good faith discussions regarding a public-private partnership in an effort to enter into the Definitive Agreements (as defined below) and consummate the Proposed Transaction.

Quarry Site

The USL (or its designee) shall have the right of first refusal to serve with Springfield as "Master Developer" for the Proposed Transaction; *provided*, however, that the Parties will work in good faith to ensure that the Proposed Transaction remains in compliance with applicable local and state regulation. The real estate development portion of the Proposed Transaction may incorporate various asset classes including, but not limited to, multifamily, retail/restaurants, education, medical, cultural, transit, greenspace, hotel and/or entertainment. The Parties acknowledge and agree that the city-owned site located at 1109 E. Trafficway Street, Springfield, Missouri (the "**Quarry Site**") will serve as the primary location for the Stadium and the broader development resulting from the Proposed Transaction, with potential for related development in the surrounding area; *provided*, however, that the use of such site for the Proposed Transaction will be subject to certain diligence results and findings provided by a third party [Geotech] firm engaged by the USL to assess the feasibility of the site for such purpose. For clarity, the Parties will (i) split the cost 50/50 related to any such work that they agree upon in advance in writing, and (ii) work in good faith to review the feasibility assessment and make a final determination as to whether or not to proceed with the Proposed Transaction on the Quarry Site.

Stadium; USL Teams

As part of the Proposed Transaction, the Parties will work together in good faith towards the development of a soccer-specific stadium (the "**Stadium**"), which shall (i) have a minimum seating capacity of [5,000], with ability to expand to at least [10,000] seats, (ii) meet the then-current USL stadium requirements (the requirements in effect as of the date hereof are generally outlined in **Exhibit A**), (iii) serve as the home stadium for each of a (x) men's professional soccer team (the "**Men's Team**"), and (y) women's professional soccer team (the "**Women's Team**" and together with the Men's Team, the "**Teams**"). The Parties intend for the Men's Team to compete in the second tier of the USL men's professional competition structure, in a league currently known as USL League One, and for Women's Team to compete in a league within the second tier of the USL women's professional competition structure, if and when the USL establishes any such league, in its sole discretion. For clarity, upon consummation of the Proposed Transaction, the USL (or its designee) will have the right to serve as both "anchor tenant" of the Stadium, and the right of first refusal to serve as Stadium operator/manager (in each case the USL will be permitted to assign its rights under certain terms).

Missouri State

During time period within which the Quarry Site is being assessed, remediated, and/or developed as part of the Proposed Transaction, Springfield will use its best efforts to cause Missouri State University to enter into a stadium lease/use agreement with the USL to permit the Teams to play their home games at Robert W. Plaster Stadium, commencing with the 2026 USL League One season and continuing thereafter until the Proposed Transaction is completed.

Definitive Agreements

The terms set forth herein are not intended to set forth a complete summary of all deal terms, and shall be superseded by the execution of the definitive agreements among the Parties that are required to complete the transactions contemplated in this Letter Agreement (collectively, the "**Definitive Agreements**"); *provided*, however, that, for clarity, the Parties acknowledge and agree that during the time period from the date hereof through the earlier of (a) execution of the Definitive Agreements, and (b) expiration of the Exclusivity Period (as defined below), including any extensions thereof (as set forth below), each Party's obligations set forth in this Letter Agreement related to the exclusive arrangement contemplated hereunder, including but not limited to, the obligation for each Party to exclusively discuss and negotiate in good faith with the other Party as it relates to the Proposed Transaction during the Exclusivity Period, shall be binding obligations.

Exclusivity; Protected Territory

From the date hereof through December 31, 2025 (such period of time, the "**Exclusivity Period**"), USL and Springfield shall engage in good faith discussion and negotiation, on an exclusive basis, with respect to the Proposed Transaction (or any alternative transaction substantially similar to the Proposed Transaction), and will exclusively negotiation in good faith the terms thereof as will be set forth in the Definitive Agreements. The Parties acknowledge and agree that if the Definitive Agreements have not been finalized and executed by the initial expiration date of the Exclusivity Period (as set forth above), unless they otherwise mutually agree in writing, the Exclusivity Period will automatically be extended for up two (2) consecutive six-month periods (through December 31, 2026); *provided*, however, either Party may terminate this Letter Agreement upon a material breach by the other Party that remains uncured for five (5) days after receipt of notice thereof.

During the Exclusivity Period, USL shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly, solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any other proposals from third parties that may constitute, or could reasonably be expected to lead to, an alternative transaction for construction of a stadium where men's and women's professional soccer teams participating in the same USL-owned and operated leagues as the Teams would play their home games, at any other location within the defined territory outlined in

Exhibit B (the "**Protected Territory**") (collectively, an "**Alternative USL Transaction**"). Further, during the Exclusivity Period, the USL shall make good faith efforts to identify and negotiate with prospective USL teams, investors, and/or other relevant stakeholders interested in participating in the Proposed Transaction. The USL will work in good faith with Springfield to determine the particular details with respect to the use and programming of the Stadium.

During the Exclusivity Period, Springfield shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly: (i) solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any proposal from a person or organization, or group of persons, other than USL, its affiliates, and prospective USL teams and/or investors identified by USL that may constitute, or could reasonably be expected to lead to an alternative transaction related to the construction or operation of a stadium where professional soccer teams (men's and women's) other than the Teams (or other teams participating in USL-owned and operated leagues) would play their home games, at any other location within Springfield, Missouri (an "**Alternative City Transaction**"); (ii) enter into or participate in any discussions or negotiations with any person or group of persons other than USL, its affiliates, and prospective USL teams and/or investors identified by USL regarding an Alternative City Transaction, (iii) furnish any information related to the USL or any of its subsidiaries, assets or businesses, or afford access to the assets, business, properties, books, or records of the USL or any of its subsidiaries to any person or group of persons other than the USL or its subsidiaries, in all cases for the purpose of assisting with or facilitating an Alternative City Transaction; or (iv) enter into an Alternative City Transaction or any agreement, arrangement, or understanding, including, without limitation, any letter of intent, term sheet, or other similar document, relating to an Alternative City Transaction. As of the date hereof, and continuing throughout the Exclusivity Period (as the same may be extended as set forth herein), Springfield shall, and shall cause its Representatives to, affirmatively terminate in writing any and all existing discussions or negotiations with any third party regarding an Alternative City Transaction.

As used herein, the term "**Representatives**" means a Party's members, shareholders, affiliates, directors, officers, employees, agents, investment bankers, attorneys, accountants, consultants, advisors and other representatives.

Subject to the 50/50 split of all costs related to the feasibility assessment of the Quarry Site as set forth above, the Parties acknowledge and agree that, during the Exclusivity Period, the Parties will mutually agree upon an equitable cost sharing arrangement for any and all commercially reasonable pre-development costs related to the Proposed Transaction that the Parties mutually agree in advance in writing are necessary (including but not limited to site surveys, additional feasibility studies, financial projections, lobbyist or consultant fees, necessary architect fees and necessary engineering fees). Both Parties further agree that Springfield shall receive a copy of all feasibility and pre-development studies and reports from any such task undertaken as a result of this Letter Agreement.

Miscellaneous Items

The Parties acknowledge and agree that a material breach of this Letter Agreement would cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, either Party may seek equitable relief in the event of any breach or threatened breach of this Letter Agreement, including injunctive relief against any breach thereof and specific performance of any provision thereof, in addition to any other remedy to which the either Party may be entitled.

The Parties acknowledge and agree that the execution and delivery of this Letter Agreement does not create a binding obligation on the part of either Party to consummate the Proposed Transaction, and that this Letter Agreement is an expression of the Parties' interests in continuing discussions regarding the Proposed Transaction in accordance with the terms and conditions set forth herein, in a good faith effort to enter into the Definitive Agreements.

This Letter Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

This Letter Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

If this Letter Agreement accurately sets forth your understanding of the subject matter contained herein, kindly execute the enclosed copy of this Letter Agreement and return it to the undersigned.

[Signatures follow]

Very truly yours,

United Soccer Leagues, LLC

By:____________________________
Name: Justin Papadakis
Title: Deputy CEO & Chief Real Estate Officer

ACKNOWLEDGED AND AGREED:

City of Springfield, Missouri

By:____________________________
Name:
Title:

E

Exhibit A

USL Stadium Requirements[1]

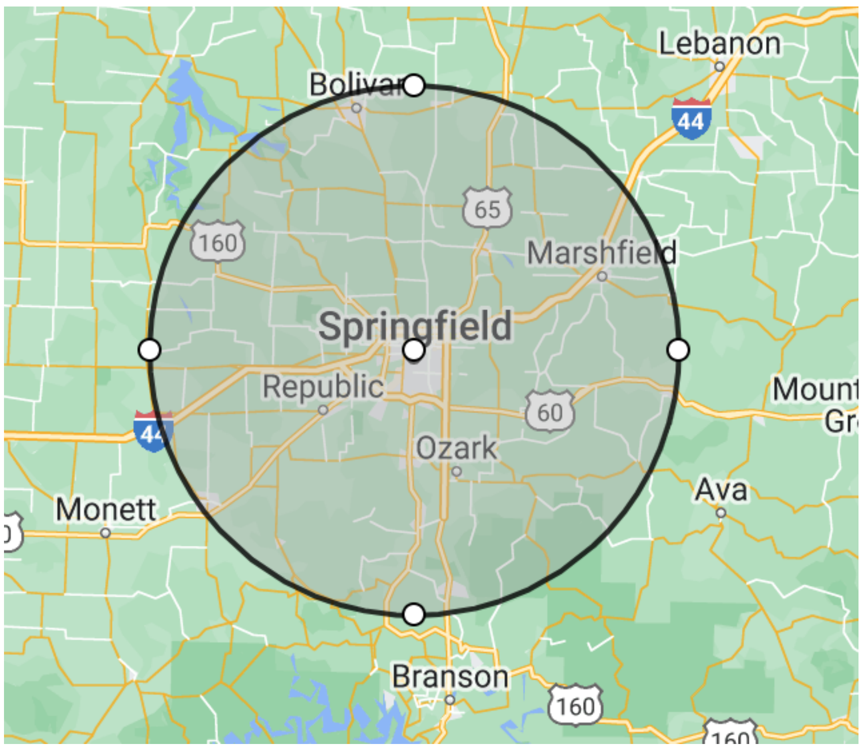
[*Attached*]

[1] The USL will provide this to Springfield under separate cover.

Exhibit B

Protected Territory

The Protected Territory consists of the geographic area within the 30-mile radius around Springfield City Hall located at 840 N Boonville Ave, Springfield, Missouri 65802 (as highlighted on the map below).



COST-SHARE AGREEMENT

This **COST-SHARE AGREEMENT** ("**Agreement**") is entered into this _____ day of _____________, 2021, between the **CITY OF SPRINGFIELD, MISSOURI** (the "**City**") and **UNITED SOCCER LEAGUES, LLC** (the "**USL**") (collectively, the "Parties").

RECITALS

WHEREAS, the City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the USL is a Florida limited liability company operating pre-professional and professional soccer organizations throughout the United States; and

WHEREAS, the City and USL have engaged in preliminary discussions regarding a potential collaboration to establish professional soccer in Springfield and, in connection therewith, undertake a real estate development project that would result in a multi-purpose sports and entertainment district in Springfield, anchored by a soccer-specific stadium (the "**Stadium**"); and

WHEREAS, the City-owned property at 1109 E. Trafficway St. (the "**Subject Property**") has been identified as the primary location for such Stadium in Springfield; and

WHEREAS, the Parties have signed a Letter of Intent, which is attached hereto and incorporated herein by reference as "Attachment 1"; and

WHEREAS, in furtherance of these objectives, the Parties desire to enter into this Cost-Share Agreement to establish a public-private partnership and cost-sharing arrangement for all costs associated with feasibility and pre-development studies.

NOW THEREFORE, the Parties hereby agree as follows:

1. All feasibility and pre-development studies and associated costs, the scope of which is defined in "Attachment 2," attached hereto and incorporated herein, shall be agreed to in advance and in writing by both Parties.

2. The USL shall engage with, and be the primary point of contact for, all third-party entities needed to conduct all agreed-upon feasibility and pre-development studies at and around the Subject Property, and shall pay all associated costs upfront.

3. The USL shall submit to the City for reimbursement of all such costs at a rate of up to fifty percent (50%).

4. The City shall reimburse USL for all agreed-upon costs at a rate of up to fifty percent (50%) within thirty (30) days of submission.

5. The City's initial contribution to such feasibility and pre-development studies shall not exceed a maximum of seventy-five thousand dollars ($75,000.00) unless additional funding is approved by the City of Springfield's legislative body.

6. The City shall be entitled to a copy of any and all items and information produced as a result of this Agreement, regardless of outcome.

7. **Unfeasibility.** Should the USL determine that the Subject Property is unfeasible for the Stadium, the Parties shall be released from any obligations hereunder.

8. **Modifications.** This Agreement may not be modified, amended, changed, or terminated except as otherwise provided herein, in whole or in part, other than by an agreement in writing, duly authorized and executed by both Parties.

9. **Termination.** This Agreement shall terminate at the time a feasibility determination is made or twenty-four (24) months from the date of execution, which is earlier.

10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri. Further, the Parties hereby agree that, should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

11. **Enforcement.** The Parties acknowledge and agree that this Agreement may be enforced in law or equity by a decree of specific performance in those instances where damages or other equitable relief is unavailable, as well as by damages or other legal and equitable relief as may be available to either Party subject to the provisions of the laws of the State of Missouri.

12. **Notice.** Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given when (a) hand delivered with reasonable evidence of receipt; or (b) one business day after pickup by United Parcel Service (Overnight) or Federal Express, or another similar reputable overnight express service; or (c) sent by registered or certified mail, postage prepaid, return receipt requested; or (d) transmitted by e-mail, in any case addressed to the parties at their respective addressed set forth in this Agreement, or to other such address as either party may from time to time specify in writing to the other party. An email notice shall be deemed delivered and received same

day if delivered or transmitted before 5:00pm Central Time on a business day.

13. Miscellaneous.

a. The Parties to this Agreement represent that each has the authority to enter into and perform its obligations under this Agreement and that the person signing on each Party's behalf has the authority to do so.

b. The recitals are hereby incorporated into this Agreement.

c. This Agreement may be signed in counterparts and each counterpart will be considered an original. This Agreement may be executed by facsimile or electronic signature.

(Signatures appear on next page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first listed above intending to be legally bound hereby.

CITY OF SPRINGFIELD

By:________________________________

Name:______________________________

Title:_______________________________

UNITED SOCCER LEAGUES, LLC

By:_________________________________

Name:_______________________________

Title:________________________________

Certificate of Director of Finance

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

____

Director of Finance

Approved as to Form:___________________________________
City Attorney or Designee

ATTACHMENT 2

Reimbursable Costs

a. Site Feasibility and Market Analysis
b. Land Surveying and Geotechnical Studies
c. Conceptual Design and Cost Estimation
d. Legal and Zoning Review
e. Traffic and Utility Infrastructure Assessment
f. Financial Feasibility Modeling and Tax Incentives
g. Community Engagement and Public Outreach
h. Entitlement and Permitting
i. Risk and Financial Structure Planning
j. Any other cost determined to be necessary by both Parties to determine the suitability of the Subject Property and surrounding area for the Stadium and associated anticipated development

November 27, 2024

SPECIAL MEETING NOTICE
of the
SPRINGFIELD CITY COUNCIL

TO: All Members of City Council

IN ACCORDANCE WITH SECTION 2-32 OF THE SPRINGFIELD CITY CODE, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE CITY COUNCIL IS HEREBY CALLED FOR THE FOLLOWING PURPOSE:

1. **ROLL CALL.**

2. **SECOND READING AND FINAL PASSAGE.**

2.1 Council Bill 2024-253 (Lee)
A special ordinance amending the issuance of a Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, of the City of Springfield, Missouri, in the maximum principal amount of $6,501,000; amending the Fiscal Year 2024-2025 budget of the City in the amount of $10,001,000; prescribing the form and details of the Bond; authorizing certain other actions and documents in connection therewith; and declaring an emergency.

2.2 Council Bill 2024-254 (Horton)
A special ordinance approving the plans and specifications for Project A – Renew Jordan Creek – Main to Boonville project; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of $22,396,279 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

2.3 Council Bill 2024-255 (Horton)
A special ordinance approving the plans and specifications for Project B – Renew Jordan Creek – Jordan Creek Box Culvert at Phelps and Boonville; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of $4,409,483 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

2.4 Council Bill 2024-256 (Horton)
A special ordinance authorizing the City Manager, or designee, to enter into a Cooperative Intergovernmental Agreement with the Board of Governors of Missouri State University for archaeological construction monitoring conducted in support of the Renew Jordan Creek project for the not to exceed price of $272,520.65.

3. **FIRST READING BILLS. Requiring Two Readings.**

3.1 Council Bill 2024-264 (Simpson, Carroll, McGull, Hardinger)
A special ordinance authorizing the City of Springfield, Missouri, to enter into an Interagency Agreement with the Department of Public Works for the purpose of obligating American Rescue Plan Act ("ARPA") funds for use in the Historic City Hall Renovation project for the not to exceed price of $4,534,190.00.

3.2 Council Bill 2024-265 (McClure)
A special ordinance authorizing the City Manager, or designee, to enter into a Letter of Intent and Cost-Share Agreement with the United Soccer Leagues, LLC, in an amount not to exceed $75,000.00 to conduct feasibility studies and other research necessary to determine potential site details for the property located at 1109 East Trafficway Street.

4. **CLOSED SESSION.**
City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

SAID MEETING SHALL BE HELD beginning at **11:30 a.m. on Tuesday, December 3, 2024,** and is to be held at the Councilman Denny Whayne Conference Room (Busch Building, 4th Floor) 840 Boonville Avenue.

Ken McClure, Mayor