



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, December 15, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**CALL TO ORDER**

**INTRODUCTION OF GUESTS/VISITORS**

**PRESENTATION**

1. Presentation of the MIRMA Risk Management Grant award to the Parks & Recreation Department for a storage cabinet for flammables.

**ADOPTION OF AGENDA**

2. Motion adopting the Regular Meeting Agenda.

**PUBLIC HEARINGS**

3. Hearing to consider the proposed 2026 City of Jackson Annual Budget, which also includes proposed sewer utility service rate adjustments and other utility service rate adjustments.

**APPROVAL OF MINUTES**

4. Motion approving the Minutes of the Regular Meeting of December 1, 2025.

**FINANCIAL AFFAIRS**

5. Motion approving the City Collector's Report.
6. Motion approving the City Clerk's and Treasurer's Reports.

**ACTION ITEMS**

**Power, Light, and Water Committee**

7. Motion approving the 2026 City of Jackson solid waste, sewer, water, and electric utility service rate schedule.
8. Bill proposing an Ordinance approving the 2026 City of Jackson Annual Budget.
9. Bill proposing an Ordinance approving the 2026 City of Jackson Employee Compensation Plan.
10. Bill proposing an Ordinance authorizing the issuance of Combined Waterworks and Sewerage System Revenue Bonds, Series 2026, of the City of Jackson, Missouri; prescribing the form and details of the bonds and their agreements made by the City to

facilitate and protect their payment; and authorizing a loan from the Water and Wastewater Loan Fund of the State of Missouri and prescribing other related matters.

- [11.](#) Bill proposing an Ordinance authorizing a Mutual Settlement and Release Agreement with Wal-Mart Stores, Inc., relative to a claim for damage to property at 713 Kasten Drive.
- [12.](#) Motion approving an Addendum to the Cooperative Employment Agreement with the Jackson Area Chamber of Commerce, relative to an increase in the total salary, insurance, and benefits for the Director of Retail Development in 2026.
- [13.](#) Bill proposing an Ordinance authorizing a contractual agreement with the Jackson Area Chamber of Commerce, relative to an increase in tourism funding to \$7,500.00 in 2026, for the provision of tourism-related services.
- [14.](#) Motion extending a contractual agreement with SEMO REDI, for one year, per existing contract terms, relative to the solicitation of business, industry, and commerce.
15. Motion approving the appointment of Mayor Dwain Hahs to serve as the City's representative on the SEMO REDI Board of Directors, for a one-year term, beginning January, 2026.

#### **Street, Sewer, and Cemetery Committee**

- [16.](#) Motion approving Change Order #1, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, relative to the revised Traffic Control Plan for the Roundabout Project at North High Street and Deerwood Drive.
- [17.](#) Motion approving Change Order No. 2 to Lappe Cement Finishing, Inc., of Friedheim, Missouri, in the amount of \$11,465.24, relative to the East Main Street Pedestrian Walkway Project.
- [18.](#) Motion approving Change Order No. 9, in the amount of \$16,500.00 to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program.
- [19.](#) Motion extending a contractual agreement with Alliance Water Resources, of Columbia, Missouri, for one year, per existing contract terms, relative to the Geographic Information System (GIS) Program.
- [20.](#) Motion setting a public hearing for Tuesday, January 20, 2026, at 6:00 p.m., to consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to buffer and screening requirements in I-1 (Light Industrial) and I-2 (Heavy Industrial) Districts.
- [21.](#) Motion approving an Addendum to the contractual agreement with Clean Slate Cleaning Service, LLC, of Cape Girardeau, Missouri, expanding services to include City Hall, Civic Center, and Fire Stations 1 & 2, relative to the City's Janitorial Services Program.
- [22.](#) Bill proposing an Ordinance authorizing a License Agreement with McQuade Enterprises, LLC, of Jackson, Missouri, relative to the City mural on East Main Street.
- [23.](#) Bill proposing an Ordinance capping the accrual of interest on special assessment tax bills issued for the Grandview Acres Sanitary Sewer Improvement District 2R.

## **NON-AGENDA CITIZEN INPUT**

### **INFORMATION ITEMS**

- 24. Report by Mayor
- 25. Reports by Board Members
- 26. Report by City Attorney
- 27. Report by City Administrator

### **EXECUTIVE SESSION**

*Due to a lack of items, an executive session is not anticipated.*

### **ADJOURN**

Posted on 12/12/2025 at 4:00 PM.



# City of Jackson

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**TO:** Mayor and Board of Aldermen

**FROM:** Liza Walker, Assistant City Administrator

**DATE:** December 10, 2025

**RE:** Proposed Budget Public Hearing and Related Action Items

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This public hearing and the first three action items refer to the proposal of items including and related to the 2026 proposed budget and utility rates.

As indicated in the utility rate schedule, the increases to the sewer, water, and solid waste rates amount to 2.9% each. The increases to the electric rates, as reflected in the 2025 electric utility rate study, total an average increase of 6%.

The 2026 proposed budget was provided directly to all elected officials and is available upon request.

The compensation plan and employee compensation guidelines which have been incorporated within the 2026 proposed budget.

If you have any questions, please do not hesitate to reach out.





## City Utilities

### Proposed Rates (Effective with 2/1/2026 Billing)

		2026 Rate	2025 Rate
<b>Water (In-Town)</b>			
Minimum Charge	\$	21.55	\$ 20.94
All Usage (per 1000 gal)	\$	4.26	\$ 4.14
<b>Water (Out-of-Town)</b>			
Minimum Charge	\$	43.07	\$ 41.86
All usage (per 1000 gal)	\$	6.90	\$ 6.71
<b>Electric (Residential)</b>			
All usage (per kWh)	\$	0.1046	\$ 0.0997
Minimum charge - single phase	\$	18.95	\$ 16.95
Minimum charge - three phase	\$	24.57	\$ 22.57
<b>Electric (Small General)</b>			
All usage (per kWh)	\$	0.1088	\$ 0.1028
Minimum charge - single phase	\$	21.77	\$ 19.77
Minimum charge - three phase	\$	27.43	\$ 25.43
<i>To qualify for Large General, minimum KW demand total must be 100 and minimum kwh must be 30,000 monthly.</i>			
<b>Electric (Large General) *</b>			
All usage (per kWh)	\$	0.0501	\$ 0.0473
Demand Chg (per KW)	\$	18.06	\$ 17.04
Minimum charge	\$	209.58	\$ 197.72
<i>To qualify for Industrial, minimum KW demand total must be 300 and minimum kwh must be 30,000 monthly.</i>			
<b>Electric (Industrial) *</b>			
All kWh per kWh	\$	0.0501	\$ 0.0473
Demand Chg (per kVA)	\$	13.53	\$ 12.76
Minimum charge	\$	209.58	\$ 197.72
<b>Security Lighting</b>			
Monthly Charge		\$14.10-61.91	\$13.70-60.16
<b>Sewer (related to/same as WA usage)</b>			
Minimum charge	\$	17.65	\$ 17.15
All usage (per 1000 gal)	\$	4.04	\$ 3.93
<b>Solid Waste Pick-Up (for single family/duplex residential)</b>			
Per Billing Cycle	\$	12.57	\$ 12.22
<b>Water (Sold at plant)</b>			
All Gallons per 80 gallons	\$	1.00	\$ 1.00

\* Additional 2% discount on energy and demand charges available for qualifying primary service customers

The 2.9% increase for sewer, water, and solid waste is tied to the Consumer Price Index adjustment, issued annually by the Missouri State Tax Commission. The electric increases are tied to the proposed rates provided in the 2025 Cost of Service and Rate Design Study prepared by 1898 & Co.

Utility rates are approved annually as a motion by the Board of Aldermen in December.



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**Monday, December 1, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mark Unger, Mike Seabaugh, Shana Williams, Eric Fraley, Katy Liley, David Reiminger, and Wanda Young. Present-8; Absent-0

The meeting is opened by Mayor Dwain L. Hahs with the Pledge of Allegiance and a Moment of Silent Prayer.

Mayor Dwain L. Hahs to recognize                     )  
 Guests and Visitors   )

Now comes forth Mayor Dwain L. Hahs to welcome guests and visitors.

Motion to Adopt the Agenda)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Minutes of the                     )  
 November 17, 2025, Regular Board                     )  
 Meeting   )

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve the minutes of the preceding Regular Board Meeting of Monday, November 17, 2025. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of                                     )  
 November, 2025   )

Now is presented the list of bills paid in the various funds for the month of November, 2025. Motion made by Alderman Unger, seconded by Alderwoman Young, to approve the list of bills paid in the various funds for November, 2025. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 1                     )  
 To Riverside Roofing Company, LLC, of                     )  
 Cape Girardeau, Missouri, relative to the                     )  
 Combined Roof Repairs Project                                     )

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Change Order No. 1, in the amount of \$10,394.00, to Riverside Roofing Company, LLC, of Cape Girardeau, Missouri, relative to the Combined Roof Repairs Project. Ayes-8; Nays-0; Absent-0.

Motion to Terminate a Contractual                     )  
 Agreement with IDS, Inc., of Carrollton,                     )  
 Missouri, relative to providing services                     )  
 Under the Removal of Worthington                     )  
 Generator Engine Parts Project                                     )

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to terminate a contractual agreement with IDS, Inc., of Carrollton, Missouri, relative to providing services under the Removal of Worthington Generator Engine Parts Project. Ayes-8; Nays-0; Absent-0.



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**MINUTES**

Ordinance No. 25-116 Re: To Approve )  
 A memorandum of understanding with )  
 The County of Cape Girardeau, Missouri )  
 Relative to the Joint Use and Operation )  
 Of the Cape Girardeau County )  
 Emergency Operations Center )

The matter of approving a Memorandum of Understanding with the County of Cape Girardeau, Missouri, relative to the Joint Use and Operation of the Cape Girardeau County Emergency Operations Center, came on for consideration. Alderman Reiminger introduced Bill No. 25-118, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE COUNTY OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE JOINT USE AND OPERATION OF THE CAPE COUNTY EMERGENCY OPERATIONS CENTER; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-118 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-118 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-116 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderwoman Williams-aye; Alderman Stroder-aye; and Alderman Reiminger-aye.

**BILL NO. 25-118**

**ORDINANCE NO. 25-116**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE COUNTY OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE JOINT USE AND OPERATION OF THE CAPE COUNTY EMERGENCY OPERATIONS CENTER; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a memorandum of understanding attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said memorandum of understanding.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding attached hereto and incorporated herein as if fully set forth



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between the City of Jackson, a municipal corporation, and **The County of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said memorandum of understanding.

Section 2. That the Mayor is hereby authorized and directed to execute said memorandum of understanding for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached memorandum of understanding.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 1, 2025.

SECOND READING: December 1, 2025.

PASSED AND APPROVED this 1st day of December, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Angela Birk (signed)  
City Clerk

Motion to Approve Change Order No. 1 )  
 To Fronabarger Concreters, Inc., of Oak )  
 Ridge, Missouri, relative to the revised )  
 Traffic Control Plan for the Roundabout )  
 Project at North High Street and )  
 Deerwood Drive )

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve Change Order No. 1, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, relative to the revised Traffic Control Plan for the Roundabout Project at North High Street and Deerwood Drive. Discussion followed, including input from citizens in attendance. Several residents and business



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owners came forward to voice their concerns regarding the proposed traffic plan. On roll call: Alderwoman Williams-nay; Alderman Seabaugh-nay; Alderman Fraley-nay; Alderwoman Liley-nay; Alderwoman Young-nay; Alderman Unger-nay; Alderman Stroder-aye; and Alderman Reiminger-nay. Ayes-1; Nays-7; Absent-0.

Motion to Accept the bid of Penzel )  
 Construction Company, Inc., of Jackson,)  
 Missouri, relative to the Wastewater )  
 Treatment Plant Improvements Project )

Motion made by Alderwoman Liley, seconded by Alderman Unger, to accept the bid of Penzel Construction Company, Inc., of Jackson, Missouri, in the amount of \$11,764,000.00, relative to the Wastewater Treatment Plant Improvements Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 25-117 Re: To Authorize )  
 A contractual agreement with Penzel )  
 Construction Company, Inc., relative to )  
 The Wastewater Treatment Plant )

The matter of authorizing a contractual agreement with Penzel Construction Company, Inc., relative to the Wastewater Treatment Plant Improvements Project, came on for consideration. Alderwoman Liley introduced Bill No. 25-119, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PENZEL CONSTRUCTION COMPANY, INC. OF JACKSON, MISSOURI RELATIVE TO THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-119 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-119 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-117 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderwoman Williams-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

**BILL NO. 25-119**

**ORDINANCE NO. 25-117**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PENZEL CONSTRUCTION COMPANY, INC. OF JACKSON, MISSOURI RELATIVE TO THE WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and



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WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Penzel Construction Company, Inc. of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 1, 2025.

SECOND READING: December 1, 2025.

PASSED AND APPROVED this 1st day of December, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Angela Birk (signed)  
 City Clerk



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**MINUTES**

Motion to Adjourn the Meeting )

Meeting concluded at 6:50 P.M., on a motion made by Alderman Fraley, seconded by Alderwoman Liley, to adjourn the meeting. Ayes-8; Nays-0; Absent-0.

**ATTEST:**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**

## CITY COLLECTOR'S REPORT FOR NOVEMBER 2025

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,322,493.51	312,853.68	241,481.85	67,898.38	-	1,944,727.42
Penalties	5,836.82	1,502.27	1,257.14	371.37	-	8,967.60
Sales Tax	37,786.27	9,239.56	-	-	-	47,025.83
Disconnect Fees	38,033.11	-	-	-	-	38,033.11
Returned Transaction Fees	300.00	-	-	-	-	300.00
Customer Relocation Fees	-	-	-	-	200.00	200.00
Trash Stickers	-	-	-	1,374.00	-	1,374.00
<b>UTILITY COLLECTIONS</b>	<b>1,404,449.71</b>	<b>323,595.51</b>	<b>242,738.99</b>	<b>69,643.75</b>	<b>200.00</b>	<b>2,040,627.96</b>
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
<b>NET UTILITY COLLECTIONS</b>	<b>1,404,449.71</b>	<b>323,595.51</b>	<b>242,738.99</b>	<b>69,643.75</b>	<b>200.00</b>	<b>2,040,627.96</b>
Business/Contractor Licenses	-	-	-	-	597.50	597.50
Event Fees/Misc. Charges	-	-	-	-	-	-
<b>NON-UTILITY COLLECTIONS</b>	-	-	-	-	597.50	597.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	854.04
Cash in bank	-	-	-	-	-	2,042,079.50
Missouri Sales Tax payment	(37,786.27)	(9,239.56)	-	-	-	(47,025.83)
<b>TO CITY TREASURER</b>					<b>\$</b>	<b>1,995,053.67</b>

Respectfully Submitted,



City Collector





## **CITY CLERK'S REPORT FOR THE MONTH OF NOVEMBER, 2025**

### **ELECTRIC**

Sale of Merchandise	0.00	
Pole Rental	0.00	
Electric Meters	1,350.00	
Electric Service Lines	3,200.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	2,360.02	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		6,910.02

### **WATER & SEWER**

#### **WATER**

Water Taps & Water Meters	7,545.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		7,545.00

#### **WASTEWATER**

Wastewater Miscellaneous	0.00	
Industrial Discharge Permit	<u>0.00</u>	
TOTAL		-

### **GENERAL REVENUE**

Building Permits	1,791.52	
Electric Permits	160.00	
Gas Permits	80.00	
Plumbing/Sewer Permits	120.00	
Sewer Tap Permits	1,440.00	
Public Hearing & Plat Recording	0.00	
Stormwater Review Fees	100.00	
Street Repair or Mowing	0.00	
Gas Franchise	9,625.92	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	1,478.83	
Copies	522.20	
Telephone Franchise Fees	5,013.43	
Fire Cost Recovery	0.00	
Interest Earned	0.00	

Returned Check - Clerk	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,216.70	
Health Insurance Reimbursement	17.48	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		21,566.08

**LANDFILL**

Refuse Collections	90.00	
Recyclables	163.80	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>0.00</u>	
TOTAL		253.80

**CEMETERY**

Sale of Lots	3,000.00	
Sale of Niches	0.00	
Grave Openings	1,350.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnm	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		4,350.00

**PARK**

Misc. Park Rentals	50.00	
Rent - Howard St. House	1,237.50	
Ballfield Rentals	740.00	
Pavilion Rentals	<u>50.00</u>	
TOTAL		2,077.50

**PARK FOUNDATION**

Donations	3,439.34	
Civic Center Donations	<u>0.00</u>	
TOTAL		3,439.34

**RECREATIONAL DEVELOPMENT**

Pool Concession Receipts	0.00
Pool Gate	0.00
Pool Daycare	0.00
Pool Lessons	0.00
Pool Noon	0.00
Pool Pass	0.00
Pool Special	0.00
Basketball Entry Fees	10,935.00
Basketball Sponsor Fees	200.00
Softball Entry Fees	0.00
Softball Sponsor Fees	0.00
Softball Tournament Fees	0.00

Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	30.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	0.00	
Soccer Fee	0.00	
Soccer Allstar	0.00	
Soccer Sponsor	<u>0.00</u>	
TOTAL		11,165.00
<b><u>STORMWATER MAINTENANCE FUND</u></b>		
Stormwater Credit	0.00	
Stormwater Maintenance	<u>433.46</u>	
TOTAL		433.46
<b><u>TRUST &amp; AGENCY</u></b>		
July 4th Receipts	0.00	
Golf Tournament	1,204.00	
Farmers Market Fees	<u>0.00</u>	
TOTAL		1,204.00
<b><u>HEALTH INSURANCE FUND</u></b>		
Health Insurance Reimbursement	<u>935.67</u>	
TOTAL		935.67
<b><u>INMATE SECURITY FUND</u></b>		
Inmate Security Court Costs	<u>0.00</u>	
TOTAL		-
<b><u>TRANSPORTATION SALES TAX</u></b>		
Rent - Donna Drive Extension	<u>1,108.30</u>	
TOTAL		1,108.30
<b><u>RECREATIONAL SALES TAX FUND</u></b>		
Civic Center Rentals	7,933.75	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	772.00	
Civic Center Concessions	<u>71.00</u>	
TOTAL		8,776.75
<b><u>CDBG</u></b>		
CDBG - CDBG Rev	<u>0.00</u>	
TOTAL		-
REPORT TOTAL		<u>69,764.92</u>

**Water & Light Deposit Accounts**

NOVEMBER, 2025

<b>Beginning Balance November 1, 2025:</b>	\$288,575.29
<b>TOTAL DEPOSITS</b>	\$9,634.47
<b>TOTAL REFUNDS</b>	\$9,442.62
<b>Ending Balance November 30, 2025:</b>	\$288,767.14

*Balance Consists of :*

Checking Account for US Bank	\$78,767.14
Investments	\$210,000.00
	<hr/>
	<b>\$288,767.14</b>

## CITY TREASURER'S REPORT FOR NOVEMBER 2025

FUND	FUND BALANCES 11-01-2025	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 11-30-2025	INVESTMENTS	CASH BALANCE 11-30-2025
<b>ELECTRIC FUNDS</b>							
Operation & Maintenance	-	1,400,312.31	(206,028.02)	1,194,284.29	-	-	-
Electric Surplus Fund	2,466,196.24	-	181,974.43	18,134.44	2,630,036.23	6,000.00	2,624,036.23
Electric Capital Projects Fund	4,701,955.61	-	-	1,740.00	4,700,215.61	3,905,000.00	795,215.61
<b>WATER &amp; SEWER FUNDS</b>							
Water Operation & Maint.	-	425,264.50	(306,308.72)	118,955.78	-	-	-
Water Revenue Bond Fund	138,765.26	-	-	-	138,765.26	-	138,765.26
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	13,305,391.34	125,465.99	483,062.66	68,377.07	13,845,542.92	11,856,355.16	1,989,187.76
Water Replacement Fund	840,782.50	-	-	-	840,782.50	765,000.00	75,782.50
Water Capital Projects	399,638.00	-	-	-	399,638.00	-	399,638.00
Wastewater Operation & Maint.	-	257,172.24	(199,493.26)	57,678.98	-	-	-
Wastewater Replacement Fund	1,074,976.62	-	-	-	1,074,976.62	761,000.00	313,976.62
Wastewater Capital Projects	262,966.91	-	-	-	262,966.91	-	262,966.91
Wastewater Revenue Bond Fund	115.52	-	-	-	7,841.60	-	7,841.60
W & S Construction Fund	2,534,972.67	-	-	111,676.59	2,423,296.08	1,950,000.00	473,296.08
<b>General Revenue Fund</b>	1,114,229.26	42,417.06	(87,307.42)	677,212.01	392,126.89	337,765.95	54,360.94
<b>Landfill Fund</b>	780,250.94	69,927.46	(7,183.92)	53,011.56	789,982.92	610,000.00	179,982.92
<b>Cemetery Fund</b>	955,364.01	4,799.77	(4,981.84)	14,959.13	940,222.81	652,000.00	288,222.81
<b>City Park Fund</b>	(91,576.69)	2,807.93	(6,432.71)	45,560.35	(140,761.82)	-	(140,761.82)
<b>Public Park Foundation Fund</b>	138,806.96	3,439.34	-	-	142,246.30	65,000.00	77,246.30
<b>Recreational Development Fund</b>	16,555.64	11,165.00	-	25,272.61	2,448.03	-	2,448.03
<b>Band Fund</b>	0.00	449.77	-	449.77	0.00	-	0.00
<b>ARPA Fund</b>	356,743.36	-	-	11,512.50	345,230.86	275,000.00	70,230.86
<b>Road Use Tax Fund</b>	797,970.36	82,734.04	-	-	880,704.40	757,038.18	123,666.22
<b>Stormwater Maintenance Fund</b>	330,955.12	433.46	-	-	331,388.58	209,000.00	122,388.58
<b>Trust and Agency Fund</b>	934,633.44	5,091.98	9,408.27	24,391.15	924,742.54	782,740.60	142,001.94
<b>Health Insurance Fund</b>	961,422.37	1,026.74	145,076.08	239,721.75	867,803.44	545,000.00	322,803.44
<b>Inmate Security Fund</b>	18,399.12	74.00	-	-	18,473.12	-	18,473.12
<b>Equitable Sharing Fund</b>	3,617.07	-	-	-	3,617.07	-	3,617.07
<b>Transportation Sales Tax Fund</b>	863,774.95	122,269.36	-	357,313.56	628,730.75	325,455.27	303,275.48
<b>Transportation Capital Projects Fund</b>	2,282,411.85	-	-	69,180.28	2,213,231.57	-	2,213,231.57
<b>Sales Tax Fund</b>	1,427,180.81	275,510.78	773.00	24,248.22	1,679,216.37	1,218,335.97	460,880.40
<b>Recreation Sales Tax Fund</b>	419,382.59	69,356.99	(807.07)	23,272.60	464,659.91	50,000.00	414,659.91
<b>Public Safety Sales Tax Fund</b>	138,548.35	121,146.43	-	-	259,694.78	-	259,694.78
<b>Fire Protection Sales Tax Fund</b>	72,113.93	60,580.23	-	-	132,694.16	-	132,694.16
<b>Capital Projects Construction Fund</b>	1,091,890.90	30,199.42	-	87,307.47	1,034,782.85	940,000.00	94,782.85
<b>Economic Dev. Reserve Fund</b>	994,661.88	36,271.59	-	7,250.00	1,023,683.47	850,000.00	173,683.47
<b>CDBG Grant Fund</b>	21,857.60	-	(1,751.48)	-	20,106.12	-	20,106.12
<b>I-55 Corridor Special Alloc. Fund</b>	3,372.59	-	-	-	3,372.59	-	3,372.59
<b>TOTALS</b>	39,468,327.08	3,147,916.39	(0.00)	3,231,510.11	39,392,459.44	26,970,691.13	12,421,768.31

Respectfully Submitted,

*Angela Birk*

Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	10,421,622.57
Collectors Account	1,995,053.67
Equitable Sharing Fund	3,617.07

<b>TOTAL</b>	<b>12,421,768.31</b>
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## City Utilities

### Proposed Rates (Effective with 2/1/2026 Billing)

		2026 Rate	2025 Rate
<b>Water (In-Town)</b>			
Minimum Charge	\$	21.55	\$ 20.94
All Usage (per 1000 gal)	\$	4.26	\$ 4.14
<b>Water (Out-of-Town)</b>			
Minimum Charge	\$	43.07	\$ 41.86
All usage (per 1000 gal)	\$	6.90	\$ 6.71
<b>Electric (Residential)</b>			
All usage (per kWh)	\$	0.1046	\$ 0.0997
Minimum charge - single phase	\$	18.95	\$ 16.95
Minimum charge - three phase	\$	24.57	\$ 22.57
<b>Electric (Small General)</b>			
All usage (per kWh)	\$	0.1088	\$ 0.1028
Minimum charge - single phase	\$	21.77	\$ 19.77
Minimum charge - three phase	\$	27.43	\$ 25.43
<i>To qualify for Large General, minimum KW demand total must be 100 and minimum kwh must be 30,000 monthly.</i>			
<b>Electric (Large General) *</b>			
All usage (per kWh)	\$	0.0501	\$ 0.0473
Demand Chg (per KW)	\$	18.06	\$ 17.04
Minimum charge	\$	209.58	\$ 197.72
<i>To qualify for Industrial, minimum KW demand total must be 300 and minimum kwh must be 30,000 monthly.</i>			
<b>Electric (Industrial) *</b>			
All kWh per kWh	\$	0.0501	\$ 0.0473
Demand Chg (per kVA)	\$	13.53	\$ 12.76
Minimum charge	\$	209.58	\$ 197.72
<b>Security Lighting</b>			
Monthly Charge		\$14.10-61.91	\$13.70-60.16
<b>Sewer (related to/same as WA usage)</b>			
Minimum charge	\$	17.65	\$ 17.15
All usage (per 1000 gal)	\$	4.04	\$ 3.93
<b>Solid Waste Pick-Up (for single family/duplex residential)</b>			
Per Billing Cycle	\$	12.57	\$ 12.22
<b>Water (Sold at plant)</b>			
All Gallons per 80 gallons	\$	1.00	\$ 1.00

\* Additional 2% discount on energy and demand charges available for qualifying primary service customers

The 2.9% increase for sewer, water, and solid waste is tied to the Consumer Price Index adjustment, issued annually by the Missouri State Tax Commission. The electric increases are tied to the proposed rates provided in the 2025 Cost of Service and Rate Design Study prepared by 1898 & Co.

Utility rates are approved annually as a motion by the Board of Aldermen in December.

**BILL NO. 25-\_\_****ORDINANCE NO. 25-\_\_**

**AN ORDINANCE APPROVING THE 2026 BUDGET AS PROPOSED, FOR THE CITY OF JACKSON, MISSOURI, AS MADE AND PROVIDED IN SECTION 67.010, ET SEQ, RSMO.**

WHEREAS, the Budget Officer of the City of Jackson, Missouri, has heretofore presented to the Mayor and Board of Aldermen, a proposed budget for the City of Jackson, Missouri, and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, after due consideration of said proposed budget, and

WHEREAS, the Budget Officer of the City of Jackson, Missouri, has heretofore presented to the Mayor and Board of Aldermen, a proposed budget for the 2026 calendar year of the City of Jackson, Missouri, and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, being mindful of the requirements of Section 67.010, et seq., RSMo, deem it desirable to approve said budget by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen hereby approve the 2026 proposed budget as submitted by the city budget officer.

Section 2. That in accordance with Section 37.030, the Mayor and Board of Aldermen are mindful of the limitations of the budget for the calendar year 2026 as made and provided in said section.

Section 3. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, have approved the proposed budget for the year 2026 for the City of Jackson, Missouri, being mindful of the provisions of Section 67.010, RSMo., and that said section requires that any changes in

expenditures set forth in this approved budget can only be effectuated upon showing that said increase in expenditures is necessary and proper, and that said increase in expenditures be approved by formal ordinance of the Mayor and Board of Aldermen of the City of Jackson, Missouri.

Section 4. That attached hereto, and incorporated herein as if fully set forth in the proposed budget for the calendar year 2026, for the City of Jackson, Missouri, as approved heretofore by the Mayor and Board of Aldermen.

Section 5. That this Ordinance shall take effect and be in force and effect from and after its passage and approval and shall be effective the 1st day of January, 2026.

FIRST READING: December 15, 2025.

SECOND READING: December 15, 2025.

PASSED AND APPROVED this 15th day of December, 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AMENDING PAY PLAN, HEREINAFTER KNOWN AS  
“WAGE AND SALARY ADMINISTRATION PLAN” FOR THE CITY OF  
JACKSON, MISSOURI, FOR OFFICERS AND EMPLOYEES OF THE  
CITY; ESTABLISHING MEANS AND METHOD OF ADMINISTRATION  
PLAN; AND ESTABLISHING THE CITY PAY PLAN FOR THE FISCAL  
YEAR 2026.**

WHEREAS, the City Administrator for the City of Jackson, Missouri, with the advice and assistance of a private consultant and his staff have previously proposed to the City, an amended pay plan to provide for equitable advancement, credit for time in service, establishing procedures for administration of same, establishing procedures for advancement, and adjusting overall current wage levels of the city employees; and

WHEREAS, the City Administrator and consultant have previously established a method of classification of all job positions in the City and providing job descriptions and physical and educational requirements therefore; and,

WHEREAS, the City Administrator and consultant have previously designed a method for equitable implementation of same;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That in accordance with the provision of Section 3-100 of the Code of Ordinances of the City of Jackson, Missouri, an amended pay plan is here, readopted and the same is attached hereto and incorporated herein by reference.

Section 2. That in accordance with Section 3-100, the City Clerk shall keep on file and have available for public inspection during regular business hours the “Wage and Salary Administration Plan”.

Section 3. That the “Wage and Salary Administration Plan Employees Compensation Guidelines” previously developed by the staff and staff consultant, and incorporated herein, are hereby adopted by the City of Jackson, Missouri, and shall be available in the office of the City Clerk as provided in Sec. 3-100 of the Code of Ordinances.

Section 4. That in accordance with Section 3-100 of the Code of Ordinances of the City of Jackson, Missouri, Chapter 67 of the Revised Statutes of Missouri and the City’s “Wage and Salary Administration Plan”, the Board of Aldermen hereby adopt as the official pay plan for the 2026 fiscal year the plan set forth in the revised “2026 Pay Plan for the City of Jackson, Missouri”, which is attached hereto, and incorporated herein.

Section 5. That this Ordinance shall take effect and be in force and effect from and after its passage and approval and the accompanying “2026 Pay Plan for City of Jackson” shall be effective the 1st day of January, 2026.

FIRST READING: December 15, 2025.

SECOND READING: December 15, 2025.

PASSED AND APPROVED this 15th day of December, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# City of Jackson

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**TO:** Mayor and Board of Aldermen

**FROM:** Liza Walker, Assistant City Administrator

**DATE:** December 10, 2025

**RE:** SRF Bonds – Wastewater Treatment Plant Improvements

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The Series 2026 SRF bonds represent the \$10,100,000 in revenue bonds that were previously approved by voters on August 2, 2022. These bonds will be issued through the State of Missouri State Revolving Fund Program which is a low interest rate program administered by DNR with federal/state subsidies. The SRF interest is expected to be 1.53% plus an admin fee of 0.50%. The purpose of these bonds is for improvements to the Wastewater Treatment Plant.

If you have any questions, please do not hesitate to reach out.

---

ORDINANCE NO. \_\_\_\_\_

OF THE

BOARD OF ALDERMEN

OF THE

CITY OF JACKSON, MISSOURI

PASSED DECEMBER 15, 2025

\_\_\_\_\_

AUTHORIZING:

NOT TO EXCEED \$10,100,000

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2026

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BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$10,100,000 PRINCIPAL AMOUNT COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2026; PRESCRIBING THE FORM AND DETAILS OF THE BOND; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Jackson, Missouri (the “City”) is a fourth-class city and political subdivision organized and existing under the constitution and laws of the State of Missouri; and

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

WHEREAS, the 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 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

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 Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026 (the “Bond”) in the maximum principal amount of \$10,100,000 pursuant to this Ordinance; and

WHEREAS, the City is authorized under Chapter 250 of the Revised Statutes of Missouri, as amended (the “Act”), to issue and sell revenue bonds for the purpose of paying all or part of the cost of extending and improving the System, with the cost of operation and maintenance of the System and the principal of and interest on such revenue bonds payable solely from the Net Revenues (as defined herein); and

WHEREAS, pursuant to the Act, a special bond election was duly held in the City on August 2, 2022 (the “Election”) and it was found and determined that more than a simple majority of the qualified electors of the City voting on the question had voted in favor of the issuance of combined waterworks and sewerage system revenue bonds in an aggregate amount of \$10,100,000 to finance the costs of acquiring, constructing, extending and improving the System; and

WHEREAS, none of the revenue bonds authorized at the Election have been issued and the City finds and determines that it is necessary and advisable and in the best interest of the City and of its inhabitants to issue up to \$10,100,000 of the revenue bonds so authorized to finance the Project; and



WHEREAS, the City has previously issued and has outstanding one or more series of bonds or obligations payable solely from, and secured by a pledge of, Net Revenues (collectively, the “Outstanding Parity Bonds”) pursuant to one or more ordinances (collectively, the “Outstanding Parity Bonds Ordinance”), all as further identified in Exhibit C hereto; and

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

WHEREAS, under the provisions of the Outstanding Parity Bonds Ordinance, the City may issue additional bonds payable out of Net Revenues that are on a parity with the Outstanding Parity Bonds and the Bond, only if certain conditions are met, and such conditions have been met to allow for the issuance of the Bond; 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 BOARD OF ALDERMEN OF THE CITY OF JACKSON, 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 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.

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

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

“Bond” means the Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026, authorized and issued under this Ordinance.

“Bond Debt Service” means the amount of the principal of and interest due on the Bond on the date of calculation required in 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 4 of the Escrow Agreement.

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

“Consulting Engineer” means an independent engineer or engineering firm with experience in designing and constructing water production and transmission and wastewater treatment and sanitary sewerage 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.

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

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

“Defeasance Securities” means:

- (a) Federal Securities;
- (b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge 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 fund or account designated as such and created or ratified by Section 401.

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

“Interest Payment Date” means each January 1 and July 1, commencing July 1, 2026.

“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.

“Net Revenues” means Revenues less Current Expenses.

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

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

“Outstanding” means, as of the date of determination, 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 1001;

(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.

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

“Parity Bonds Ordinance” means the Outstanding Parity Bonds Ordinance and any ordinance under which any other Parity Bonds are issued.

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

“Principal Payment Date” means each January 1 and July 1, commencing July 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, 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, 2026.

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

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

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

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

“SRF 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.

“SRF Subsidy” means, with respect to any applicable System Revenue Bonds issued through the SRF Program, the amount of investment earnings that will accrue on the reserve fund established for such Bond during the Fiscal Year and allocable to the City.

“State” means the State of Missouri.

“Stated Maturity” means July 1, 2046, 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.

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

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

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

“User Charge Ordinance” means Chapter 41, Article IV, Division 2 and 3 of The Code of the City of Jackson, Missouri, as amended by Ordinance No. 24-06 adopted by the Governing Body on February 5, 2024, as may be further amended, supplemented or replaced.

## 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 as of the Completion of Funding plus the principal amount previously redeemed pursuant to Article III. The remaining voted authorization, if any, under the Election will be the voted amount less the sum of the amount previously issued as described in the Recitals and the amount issued as calculated pursuant to the preceding sentence.

#### Section 202. Security for the Bond.

(a) The Bond is a special, limited obligation of the City payable solely from, and secured by a pledge of, Net Revenues. The City hereby pledges the Net Revenues to the payment of the principal of and interest on the Bond. The Bond shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction, and the City shall have no power to levy or collect any taxes of any kind for the purpose of paying the principal of and interest on the Bond.

(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 pledged 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. The Bond shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from Net Revenues and in all other respects with any Parity Bonds. The Bond shall not have any priority with respect to the payment of principal or interest from Net Revenues or otherwise over any Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from Net Revenues or otherwise over the Bond.

(c) The Bond is issued on a parity with the Outstanding Parity Bonds.

Section 203. Description of the Bond. The Bond consists of one fully registered bond numbered 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 the Bond with the date of receipt of the Purchase Price Installment, the amount of the Purchase Price Installment and the resulting Cumulative Principal Amount Outstanding. No further entries to Schedule A 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, if any.



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

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

### ARTICLE III

#### REDEMPTION OF THE BOND

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, the Bond or a portion thereof 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 so redeemed 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 or a portion thereof 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 or a portion thereof.

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 so redeemed 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). In no event will the revised Stated Maturity of the Bond exceed 35 years from the Closing Date.

**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 or a portion thereof 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 or portion thereof 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 to be redeemed, 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 thereof 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 portion thereof 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 or applicable portion thereof will cease to bear interest. Upon the surrender of the Bond or applicable portion 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

### RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

#### Section 401. Ratification and Establishment of Funds and Accounts.

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

(1) Combined Waterworks and Sewerage System Revenue Fund (the “Revenue Fund”);

(2) Combined Waterworks and Sewerage System Operation and Maintenance Account (the “Operation and Maintenance Account”);

(3) Combined Waterworks and Sewerage System Depreciation and Replacement Account (the “Depreciation and Replacement Account”);

(4) Combined Waterworks and Sewerage System Surplus Account (the “Surplus Account”); and

(5) any debt service fund or account, repayment fund or account, principal account, and interest account established for the Outstanding Parity Bonds under the Outstanding Parity Bonds Ordinance (collectively, the “Outstanding Parity Bonds Debt Service Account”).

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

(1) the Debt Service Fund;

(2) the Construction Fund;

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

(4) the Administrative Expense Fund.

Section 402. Administration of Funds and Accounts. The funds and accounts described in Sections 401(a)(1), (2), (3) and (4) will be maintained and administered by the City under this Ordinance and the Outstanding Parity Bonds Ordinance while any of the Bond and/or the Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(a)(5) will be maintained and administered by or on behalf of the City while the Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the 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 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.

## ARTICLE V

### APPLICATION OF REVENUES

Section 501. Revenue Fund. 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, all Revenues derived and collected by the City will be deposited into the Revenue Fund when received. The Revenues will be segregated from all other moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in this Ordinance, the Parity Bonds Ordinance and any other ordinance with respect to System Revenue Bonds.

Section 502. Application of Moneys in Funds and Accounts.

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

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

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

(A) to the Interest Account of the Repayment Fund, on March 15, 2026, 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 March 15, 2027, 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);

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

(4) *Depreciation and Replacement Account.* After all payments and credits required at the time to be made under the provisions of paragraphs (1), (2) and (3) of this subsection have been made, there shall next be paid and credited to the Depreciation and Replacement Account (i) the sum of **\$6,248.15 each month**, commencing on the first day of the month following the issuance of the Bond, which, except as provided in Section 503, shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as set forth in the replacement schedule included in the User Charge Ordinance and as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof and (ii) the amounts and at the times required under any applicable Parity Bonds Ordinance for the purposes stated therein; and

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

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

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

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

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

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

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

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

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

#### Section 503. Deficiency of Payments into Funds and Accounts.

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

(b) If the moneys in the Outstanding Parity Bonds Debt Service Account, the Principal Account or the Interest Account of the Repayment Fund, the Debt Service Fund, or any debt service fund or account or debt service reserve fund or account for any Parity Bonds issued by the City are not sufficient to pay the principal of and interest on the Outstanding Parity Bonds, the Bond and any other Parity Bonds issued by the City as and when the same become due, the City will apply moneys in the Surplus Account and the Depreciation and Replacement Account on a proportionate basis (based upon the outstanding principal amounts of the Bond, the Outstanding Parity Bonds and any Parity Bonds issued by the City) to the

Outstanding Parity Bonds Debt Service Account, the Principal Account or the Interest Account of the Repayment Fund, the Debt Service Fund and the debt service fund or account for any Parity Bonds issued by the City to prevent any default in the payment of the principal of and interest thereon.

Section 504. Transfer of Funds to Paying Agent. Subject to the provisions of Section 503(b) with respect to the application of funds on a proportionate basis with the Outstanding Parity Bonds and any other Parity Bonds issued by the City, the City Clerk or any other officer of the City is authorized and directed to make the payments to the Principal Account or the Interest Account of the Repayment Fund as provided in Section 502 and, to the extent necessary to prevent a default in the payment of the Bond, withdrawal funds from the Surplus Account and from the Depreciation and Replacement Account as provided in Sections 502 and 503, 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 505. 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.

## ARTICLE VI

### INVESTMENT OF MONEYS

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

## ARTICLE VII

### PARTICULAR COVENANTS OF THE CITY

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

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bond as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not

less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period; and (d) provide reasonable and adequate reserves for the payment of the Bond and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. Each Fiscal Year, the City shall review the rates, fees and charges for the use and services furnished by or through the System and revise such rates, fees and charges as necessary to ensure that the System generates Net Revenues sufficient to meet the requirements of this Section.

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

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

Section 705. Annual Audit.

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

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

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

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

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements



thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

## ARTICLE VIII

### ADDITIONAL BONDS

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

Section 802. Parity Lien Bonds or Obligations.

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

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

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

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

(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are

reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation.

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

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

Section 804. Refunding Bonds. The City may, without complying with the provisions of Section 802, refund all or any portion of the Bond or any Parity Bonds in a manner that provides debt service savings to the City, and the refunding bonds so issued will be on a parity with any of the Bond and any Parity Bonds that are not refunded. If the Bond or any Parity Bonds are refunded in part and the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bond or the Parity Bonds that are refunded, the City must obtain the prior written consent of the Owner to the issuance of the refunding bonds.

## ARTICLE IX

### DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of or interest on the Bond, 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 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 902. Remedies.

(a) 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:

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

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

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

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

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

Section 904. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the 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 905. No Obligation to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bond.

## ARTICLE X

### DEFEASANCE

Section 1001. Defeasance. When any or all of the Bond has been paid and discharged, then the requirements contained in this Ordinance and the pledge of Net Revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bond or portion thereof so paid and discharged. The Bond or portion thereof 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 or portion thereof, 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 or portion thereof 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 or portion thereof shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bond or portion thereof, 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 or portion thereof; and provided further, however, that if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond or portion thereof at its Stated Maturity or upon redemption, there shall be filed with the City, the Owner and the Paying Agent (i) an Opinion of Local Bond Counsel to the effect that the conditions for the defeasance of the Bond or portion thereof 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 or portion thereof 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 or portion thereof 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 XI

### AMENDMENTS

#### Section 1101. 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 and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

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

Section 1202. Electronic Transactions. The transactions described in this Ordinance and the 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 1203. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

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

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

*[Remainder of Page Intentionally Left Blank]*

FIRST READING: December 15, 2025.

SECOND READING: December 15, 2025.

PASSED AND APPROVED this 15th day of December, 2025, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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 \$10,100,000

UNITED STATES OF AMERICA  
STATE OF MISSOURI

CITY OF JACKSON, MISSOURI

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2026

<u>Closing Date</u>	<u>Interest Rate</u>	<u>Stated Maturity</u> <sup>†</sup>
		July 1, 2046

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED TEN MILLION ONE HUNDRED THOUSAND DOLLARS

The CITY OF JACKSON, MISSOURI, a fourth-class city and political subdivision of the State of Missouri (the “City”), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing July 1, 2026 (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 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.

<sup>†</sup> Subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement.

This Bond is a duly authorized bond of the City designated “Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026” (the “Bond”), issued by the City for the purpose of acquiring, constructing, extending and improving the combined waterworks and sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the “System”), under the authority of and in full compliance with provisions of the Act, and pursuant to an election duly held in the City and an ordinance duly passed by the Board of Aldermen 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 so redeemed plus accrued interest thereon 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 solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bond either as to principal or interest. The Bond does not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

The Bond is issued on a parity with the Outstanding Parity Bonds.

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

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

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, and that before the issuance of the Bond, provision has been duly made for the collection, segregation and application of Revenues as provided in the Ordinance.

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

(SEAL)

CITY OF JACKSON, MISSOURI

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
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

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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.

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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 JACKSON, MISSOURI  
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2026

CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING

<u>Date</u> <sup>(1)</sup>	<u>Purchase Price Installment</u>	<u>Principal Amount Redeemed</u> <sup>(2)</sup>	<u>Cumulative Principal Amount Outstanding</u>	<u>Authorized Signatory of Paying Agent</u>

<sup>(1)</sup> 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.

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

## EXHIBIT B

## MANDATORY SINKING FUND REDEMPTION SCHEDULE

<u>Redemption Date</u>	<u>Principal Amount<sup>†</sup></u>	<u>Redemption Date</u>	<u>Principal Amount<sup>†</sup></u>
July 1, 2027	\$212,000	January 1, 2037	\$257,000
January 1, 2028	215,000	July 1, 2037	260,000
July 1, 2028	217,000	January 1, 2038	263,000
January 1, 2029	219,000	July 1, 2038	265,000
July 1, 2029	221,000	January 1, 2039	268,000
January 1, 2030	223,000	July 1, 2039	271,000
July 1, 2030	226,000	January 1, 2040	273,000
January 1, 2031	228,000	July 1, 2040	276,000
July 1, 2031	230,000	January 1, 2041	279,000
January 1, 2032	233,000	July 1, 2041	282,000
July 1, 2032	235,000	January 1, 2042	285,000
January 1, 2033	237,000	July 1, 2042	288,000
July 1, 2033	240,000	January 1, 2043	290,000
January 1, 2034	242,000	July 1, 2043	293,000
July 1, 2034	245,000	January 1, 2044	296,000
January 1, 2035	247,000	July 1, 2044	299,000
July 1, 2035	250,000	January 1, 2045	302,000
January 1, 2036	252,000	July 1, 2045	306,000
July 1, 2036	255,000	January 1, 2046	309,000
		July 1, 2046 <sup>††</sup>	311,000

<sup>†</sup>Subject to change pursuant to Sections 302 and 303 of the Ordinance

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

## EXHIBIT C

## OUTSTANDING PARITY BONDS

<u>Name of Bond Issue</u>	<u>Date of Bonds</u>	<u>Stated Maturity</u>	<u>Amount Issued</u>
Combined Waterworks and Sewerage System Revenue Bonds, Series 2016	April 12, 2016	July 1, 2031	\$4,000,000
Combined Waterworks and Sewerage System Revenue Bonds, Series 2019	February 5, 2019	July 1, 2033	\$4,000,000
Combined Waterworks and Sewerage System Revenue Bonds, Series 2023	May 2, 2023	July 1, 2038	\$3,500,000

GILMORE & BELL, P.C.  
DRAFT – NOVEMBER 14, 2025  
FOR DISCUSSION PURPOSES ONLY

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ESCROW TRUST AGREEMENT

Dated as of January 1, 2026

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by and between the  
CITY OF JACKSON, MISSOURI

and

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

relating to

NOT TO EXCEED \$10,100,000  
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2026

OF THE  
CITY OF JACKSON, MISSOURI

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## ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this “Escrow Agreement”) is entered into as of January 1, 2026, between the CITY OF JACKSON, MISSOURI, a fourth-class 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 loan to the Participant to be made by DNR pursuant to the Purchase Agreement dated as of January 1, 2026 (the “Purchase Agreement”) between the Participant and DNR (the “Loan”).

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 wastewater treatment 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 Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026, issued by the Participant pursuant to the Ordinance.



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

“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.

“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; and
- (d) the Administrative Expense 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 \$161,600.00 will be deposited by the Paying Agent as follows: (i) \$0.00 in the Construction Fund; and (ii) \$161,600.00 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 pursuant to Sections 7 and 8 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; and

(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.

(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 502 of the Ordinance. On the Closing Date, the Paying Agent will disburse from the Administrative Expense Fund the amounts to the payees as set forth in Schedule 1 to the Participant's Closing Certificate delivered on the Closing Date. The 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 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 and the Repayment Fund will at all times be invested by the Paying Agent in Investment Securities at the written direction of the Participant, provided such Investment Securities will mature at such times and in such amounts as will make cash available for the purposes of such Funds and Accounts as needed. Net investment earnings on the Accounts of each Fund will be credited to such Accounts except that investment earnings on the Principal Account of the Repayment Fund will be deposited in the Interest Account of the Repayment Fund. If an investment is purchased at a premium above par, net earnings on such investment will be deemed to exclude the amount paid that is more than the principal paid upon maturity or sale. If an investment is purchased at a discount, net earnings are deemed to include the amount paid in excess of the discounted purchase price upon maturity or redemption of such investment, at the time such principal amount is received. The term "net earnings" means aggregate earnings less aggregate losses from investments during the applicable period, less any transaction fees incurred in purchasing or selling investments.

Section 12. Assignment of Moneys and Investment Securities. The Participant assigns and pledges to the Paying Agent its right, title and interest in the moneys and Investment Securities hereunder, and all earnings thereon, until used and applied in accordance with this Escrow Agreement for the benefit and security of the Owner to secure (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 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) 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](mailto: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 Jackson, Missouri  
101 Court Street  
Jackson, Missouri 63755  
Attention: Mayor

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 JACKSON, MISSOURI

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

GILMORE & BELL, P.C.  
DRAFT – DECEMBER 8, 2025  
FOR DISCUSSION PURPOSES ONLY

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PURCHASE AGREEMENT

Dated as of January 1, 2026

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by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF JACKSON, MISSOURI

relating to

NOT TO EXCEED \$10,100,000  
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND  
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)  
SERIES 2026

OF THE

CITY OF JACKSON, MISSOURI

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## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of January 1, 2026, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns (“DNR”), and the CITY OF JACKSON, MISSOURI, a fourth-class 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 loan to the Participant to be made by DNR pursuant to this Agreement (the “Loan”).

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 wastewater treatment 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 January 1, 2026 (the “Escrow Agreement”), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the “Paying Agent”).

6. The Participant has passed the User Charge Ordinance (as further defined below), the form of which has been reviewed and approved by DNR.

### AGREEMENT

### ARTICLE I

### DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement (including Articles V and VIII) and in the Ordinance, capitalized words and terms have the following meanings in this Agreement:

“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 Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026, 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 January 1, 2026, 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 January 1 to December 31.

“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 Board of Aldermen.

“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 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 \$60,600.00, 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 \$10,100,000.

“Ordinance” means the ordinance of the Participant, passed on December 15, 2025, 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 wastewater facilities of the Participant further described as follows:

The Project includes upgrades to the Participant’s oxidation ditch aeration system and its solids handling process to add membrane-thickened aerobic digestion; installation of the plant’s Supervisory Control and Data Acquisition; construction of a new control building; facility structural and concrete repairs; expansion and upgrades to the electrical and heating, ventilation, and air conditioning systems; screw pump and clarifier rehabilitation; digester blower replacement; building expansion for sludge processing equipment and miscellaneous mechanical system upgrades. The Project also includes conducting flow monitoring within two major watersheds to identify future implementation of a rehabilitation, repair, and replacement program for existing sewers and manholes. The Project includes all necessary appurtenances and tasks to complete the Project and have an operable system. The Project funding will be used consistent with the requirements described in the Federal Fiscal Year

2026 Clean Water State Revolving Fund Intended Use Plan for eligible SRF program costs. The Project further includes all changes agreed to in writing by the Participant and DNR.

“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:

<u>Event</u>	<u>Projected Date (month/year)</u>
Advertising for bids	September 2025
Bid opening	October 2025
Construction contract executed	January 2026
Initiation of Operations	March 2027
Construction completion	April 2027
Project completion	May 2027

“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.

“User Charge Ordinance” means Chapter 41, Article IV, Division 2 and 3 of The Code of the City of Jackson, Missouri, as amended by Ordinance No. 24-06 adopted by the Governing Body on February 5, 2024, as may be further amended, supplemented or replaced.

Section 1.2     Interpretation.

(a)     The words “herein,” “hereof” and “hereunder” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision of this Agreement.

(b)     References in this Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Agreement as originally executed.

(c)     The Table of Contents and titles of articles and sections herein are for convenience of reference only and are not a part of this Agreement, and shall not define or limit the provisions of this Agreement.

(d) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(e) Words importing person shall include partnerships, limited liability companies, associations and corporations, including public bodies, as well as natural persons.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered that are contained in this Agreement.

(g) Any opinion of counsel required under this Agreement shall be a written opinion of such counsel.

(h) Wherever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

(i) When used in this Agreement, “day” means “calendar day.”

Section 1.3 DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement (other than the execution of this Agreement and any amendments hereto) will be executed by the Director 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 fourth-class city duly created and validly existing under the laws of the State and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The Participant has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to carry on its activities relating to the System, to undertake and complete the Project, to execute and deliver this Agreement and the Escrow Agreement, to issue the Bond, to pledge 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, the User Charge 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.

(v) The User Charge Ordinance has been duly and lawfully adopted by the Participant's Governing Body.

(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 has established a dedicated revenue source for the repayment of the Loan. The dedicated source of revenue includes a system of service rates, fees and charges or other sources of revenue established under the Ordinance and the User Charge Ordinance for such purpose.

(h) Performance Under Agreement. The Participant covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Agreement, including federal laws and executive orders referenced in Exhibit B to the extent applicable; and

(ii) to cooperate with DNR in the timely observance and performance of the respective agreements of the Participant and DNR under this Agreement.

(i) 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. Executive Order 12549 – Debarment and Suspension establishes procedures that require EPA 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. The Participant will obtain the written approval of DNR before advertising for bids.

(k) Buy American Iron and Steel Products. In accordance with Sec. 608.(a) of the Federal Water Pollution Control Act, the Participant assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the Project that are produced in the United States of America in a manner consistent with the 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 Participant 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.

(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 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> 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 (i) 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 (ii) 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 wastewater collection and treatment 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 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. The Participant will, in accordance with prudent wastewater collection and treatment utility practice,

(i) at all times operate the System in an efficient manner,

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



(iii) implement the User Charge Ordinance as approved by DNR prior to the Initiation of Operations and for the term of the Loan, and

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

(w) Records and Accounts; Audits.

(i) The Participant will keep accurate records and accounts for the System (the "System Records") separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts will be available for inspection by DNR at any reasonable time.

(ii) The Participant will maintain the System Records in accordance with accounting principles generally accepted in the United States of America as codified in the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards (Codification)*.

(A) The Participant will use the accrual or modified accrual basis of accounting (in order to provide an effective measure of costs and expenditures) for the System Records.

(B) The Participant may use an accounting method other than accounting principles generally accepted in the United States of America for its General Accounts.

(iii) Promptly after the end of each Fiscal Year, the Participant will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues pursuant to the Ordinance. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year. So long as the Loan is outstanding, within 180 days after the end of the Participant's Fiscal Year, a copy of the audit will be delivered (via regular mail or electronically) to DNR. If audited financial statements are not available by the time required pursuant to this Section, the Participant shall notify DNR in writing of the delay with the expected date of completion.

(iv) If notified by DNR, the Participant will comply with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), governing the audit of state and local governments, 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 wastewater collection and treatment 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 System or in the ability of the Participant to make the Bond Payments and 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 \$10,100,000, 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 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, addressed to the Participant and DNR, 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 solely from, and secured by a pledge of, the Net Revenues derived by the Participant from the operation of the System, after providing for the costs of operation and maintenance thereof; and will address whether the Bond is issued on parity with, or is junior and subordinate to, any outstanding System Revenue Bonds of the Participant. 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 \$10,100,000 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 15<sup>th</sup> 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.

(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 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.

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 \$10,100,000, funded in installments, as follows: (i) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of \$161,600.00, 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 \$4,044,800 from other legally available funds of the Participant to pay a portion of the costs of the Project.

## 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 will use revenues derived from the operation of the Financed Facility to pay the debt service on the Bond. All revenues will be derived from rates, fees and charges that are generally applicable and uniformly applied, and that do not convey priority rights or other preferential benefits for use of the Financed Facility.

(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.<sup>1</sup>

(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.<sup>2</sup>

Section 5.6 Sinking Funds. The Participant is required under the Ordinance to make periodic payments in amounts sufficient to pay the principal of and interest on the Bond. The Participant will deposit these payments with the Paying Agent into the Principal Account and the Interest Account of the Repayment Fund held by the Paying Agent. Except for the Principal Account and the Interest Account and the Debt Service Fund, the Participant has not established, and does not expect to establish, any sinking fund or other similar fund expected to be used directly or indirectly to pay principal of or interest on the Bond. 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 Repayment Fund and the Debt Service Fund will each qualify as a "bona fide debt service fund," as that term is defined in the Treasury Regulations.

Section 5.7 No Replacement Funds. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that have been or will be used to acquire higher yielding Investments. Except for the Principal Account and the Interest Account of the Repayment Fund and the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bond if the Participant encounters financial difficulty.

Section 5.8 Reimbursement of Expenditures. On May 16, 2022, the Participant's Governing Body passed an ordinance declaring the intent of the Participant to borrow to finance costs of the Financed Facility for the Participant, and to reimburse the Participant for expenditures made for the Financed Facility prior to the issuance of obligations evidencing the borrowing (the "Reimbursement Action"). A copy of the Reimbursement Action is contained in the Bond 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

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<sup>1</sup> CITY TO CONFIRM

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(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 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 the revenues of 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;

(b) failure by the Participant to observe and perform any agreement under this Agreement or the Ordinance, other than as referred to in paragraph (a) of this Section, and the continuation of the failure for a period of 30 days after written notice is given pursuant to Section 7.2. If the failure stated in the notice is correctable but cannot be corrected within the applicable period and corrective action is instituted and diligently pursued by the Participant, DNR may not unreasonably withhold its consent to an extension to the date that is 90 days after the delivery of the original notice;

(c) any representation made by or on behalf of the Participant in this Agreement, the Ordinance, the Participant’s due diligence request form provided to DNR or in any instrument furnished in compliance with or with respect to this Agreement, is determined by DNR to be false or misleading in any material respect;

(d) a petition is filed by or against the Participant under any federal or state bankruptcy or insolvency law or other similar law, unless any petition filed against the Participant is dismissed within 30 days after filing and the dismissal is final and not subject to appeal; and

- (e) the Participant generally fails to pay its debts as they become due.

Section 7.2 Notice of Default. The Participant will give DNR and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 7.1(d) or (e) and of the occurrence of any other event or condition that, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the Event of Default. Notice of default given to the Participant will specify the event or condition, state that the event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 8.4.

Section 7.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 901 and 902 of the Ordinance, subject to the provisions of Section 202 of the Ordinance, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125 of the Revised Statutes of Missouri, as amended.

Section 7.4 Attorneys' Fees and Other Expenses.

(a) Upon (i) an Event of Default or (ii) the occurrence and continuance of any event that, with the giving of notice, lapse of time, or both, would constitute an Event of Default, the Participant, on demand, will pay to the Paying Agent and DNR the reasonable fees and expenses of attorneys and other reasonable costs and expenses (including the reasonably allocated costs of in-house counsel and legal staff) incurred by the Paying Agent and DNR in the collection of Bond Payments or the enforcement of any agreements of the Participant.

(b) Prior to incurring any fees, costs and expenses pursuant to this Section, the Paying Agent and DNR will provide written notice to the Participant that it intends to incur fees, costs and expenses. Failure by the Paying Agent or DNR to give the notice will not affect the Paying Agent's or DNR's right to receive payment for attorneys' fees and expenses under this Section 7.4. Upon request by the Participant, the Paying Agent and DNR will provide the Participant with copies of statements evidencing the fees, costs and expenses for which the Paying Agent or DNR is requesting payment. The statements may be edited to maintain the attorney-client privilege.

Section 7.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 7.3 will be applied *first*, to pay interest on the 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](http://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 System ("Material Events") (or provide written confirmation to the Master Trustee and the Authority that such information has been filed with the MSRB, through EMMA):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 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 System or the sale of all or substantially all of the assets of the System, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional paying agent or the change of name of the paying agent, if material;
- (15) incurrence of a Financial Obligation of the Material Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Material Participant, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Material Participant, any of which reflect financial difficulties.

(d) The Material Participant's obligations under paragraphs (b) and (c) of this Agreement, will terminate (i) upon the Material Participant's receipt of a notification from the Authority or the Master Trustee that the Material Participant is no longer a Material Participant or (ii) automatically upon payment in full of all bonds of the Participant purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds.

(e) The sole remedies for a failure to comply with the provisions of this Section 8.1 are specific enforcement or action in mandamus in a court of equity by any Beneficial Owner.

(f) Nothing in this Section prevents the Material Participant from disseminating any additional information, or including any other information in any report or notice made under this Section, in addition to that required by this Section. If the Material Participant chooses to include any information in any report or notice made under this Section in addition to that which is specifically required by this Section, the Material Participant will have no obligation to update the additional information or include it in any future report or notice.

(g) The Participant agrees to cooperate and covenants take all reasonable actions necessary to assist the Authority and DNR, their financial advisors, underwriters and counsel in the preparation of official statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell Master Trust Bonds.

Section 8.2 Effect of Breach. Failure on the part of DNR in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law will not make DNR liable in damages to the Participant or relieve the Participant from making any payment to DNR or fully performing any other agreement under this Agreement. The Participant may have and pursue any other remedies provided by law for compelling performance by DNR of any agreement of DNR.

Section 8.3 Termination of Agreement. This Agreement will terminate upon the payment in full of the 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 Jackson, Missouri  
101 Court Street  
Jackson, Missouri 63755  
Attention: Mayor

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](mailto: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 JACKSON, MISSOURI

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Taxpayer Identification No.: 43-6001808

# EXHIBIT A

## FORM OF REQUISITION

MISSOURI DEPARTMENT OF NATURAL RESOURCES FINANCIAL ASSISTANCE CENTER STATE REVOLVING FUND REIMBURSEMENT FORM			
<b>RECIPIENT ORGANIZATION:</b> CITY OF JACKSON 101 COURT STREET JACKSON, MO 63755  <b>FUNDING PROGRAM:</b> Clean Water <b>FUNDING TYPE:</b> Loan <b>PROJECT NUMBER:</b> C295839-01		<b>PAYMENT REQUEST NUMBER:</b> _____ <b>LOAN TRUSTEE:</b> UMB BANK, NA IN TRUST FOR CITY OF JACKSON 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) <small>Show construction, engineering, administrative costs, etc.</small>	Current Period	Cumulative	Office Use Only
A. <i>Cost of Issuance at Loan Closing</i>			
B.			
C.			
D.			
E.			
F.			
G.			
H.			
I.			
J.			
K.			
Z. Total from continuation sheet (lines L - Y)			
AA. Eligible costs incurred to date			
<b>FOR OFFICE USE ONLY</b>	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE		BB.
	CC. LESS AMOUNT PREVIOUSLY APPROVED		CC.
	EE. AMOUNT PAYABLE TO RECIPIENT _____		EE.
<b>CERTIFICATION:</b> 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.			
<b>RECIPIENT:</b>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">_____ Signature of authorized certifying official</div> <div style="width: 30%;">_____ Typed or printed name and title</div> <div style="width: 30%;">_____ Date signed</div> </div>			
<b>Office Use Only DNR REVIEWER:</b>			
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">_____ Signature of review official</div> <div style="width: 30%;">_____ Typed or printed name and title</div> <div style="width: 30%;">_____ Date signed</div> </div>			

CONTINUATION PAGE

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

PAGE \_\_\_\_\_ OF \_\_\_\_\_

RECIPIENT ORGANIZATION:  
CITY OF JACKSON

PAYMENT REQUEST NUMBER: \_\_\_\_\_  
PROJECT NUMBER: C295839-01

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<sup>3,4</sup>

<u>CATEGORY</u>	<u>FEDERAL CITATION</u>	<u>EQUIV.</u>	<u>NON-EQUIV.</u>
<b><u>General</u></b>			
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) ( <i>CWSRF only</i> )	33 U.S.C. 1382(B)(14)	Yes	-
Cost and Effectiveness ( <i>CWSRF only</i> )	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 ( <i>CWSRF only</i> )	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	-
Single Audit	2 CFR Part 200, Subpart F	Yes	-
Technical, Managerial, and Financial Capacity Demonstration ( <i>DWSRF only</i> )	42 U.S.C. 300j-12(a)(13)	Yes	Yes
<b><u>Crosscutters: Environmental</u></b>			
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	-

<sup>3</sup> As of November 2025

<sup>4</sup> Treatment Works only

<b><u>CATEGORY</u></b>	<b><u>FEDERAL CITATION</u></b>	<b><u>EQUIV.</u></b>	<b><u>NON-EQUIV.</u></b>
Coastal Zone Management Act	16 U.S.C. 1451 et seq. PL 92-583	Yes	-
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	-
<b><u>Super Crosscutters: Social Policy</u></b>			
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 ( <i>CWSRF only</i> )	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
<b><u>Crosscutters: Social Policy Authorities</u></b>			

<b><u>CATEGORY</u></b>	<b><u>FEDERAL CITATION</u></b>	<b><u>EQUIV.</u></b>	<b><u>NON-EQUIV.</u></b>
Equal Employment Opportunity E.O. 11246 (1965) <sup>5</sup>		Yes	Yes
Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations E.O. 12898 (2003) <sup>6</sup>		Yes	-
Disadvantaged Business Enterprises (DBEs)	40 CFR Part 33	Yes	-
<b><u>Crosscutters: Economic &amp; Misc. Authorities</u></b>			
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	-

<sup>5</sup> E.O. 11246 was revoked by E.O. 14173 on January 21, 2025. DNR is seeking direction from EPA regarding the applicability of E.O. 11246 to this Loan. Upon obtaining such direction, DNR will promptly advise the Participant.

<sup>6</sup> E.O. 12898 was revoked by E.O. 14173 on January 21, 2025. DNR is seeking direction from EPA regarding the applicability of E.O. 12898 to this Loan. Upon obtaining such direction, DNR will promptly advise the Participant.



<b><u>CATEGORY</u></b>	<b><u>FEDERAL CITATION</u></b>	<b><u>EQUIV.</u></b>	<b><u>NON-EQUIV.</u></b>
Uniform Grant Guidance Subaward Procurement and Monitoring ( <i>Grants only</i> )	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 ( <i>DWSRF only</i> )	42 U.S.C. 300j-3d(b)	Yes	-

\* \* \*

## EXHIBIT C

## INITIAL FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of Participant:	City of Jackson, Missouri
SRF Loan No. (the "SRF Loan") financing the Financed Facility:	C295839-01
Name of bonds ("Bonds") evidencing the SRF Loan:	Combined Waterworks and Sewerage System Revenue Bond (State of Missouri – Direct Loan Program) Series 2026
Financed Facility (Project financed in whole or in part with proceeds of the SRF Loan):	<i>[Insert definition of "Project" as set forth in the Purchase Agreement, as amended and supplemented]</i>
Closing Date of SRF Loan:	January 7, 2026
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?	<u>Question No. 1:</u> Yes No
	<p><i>If answer to Question No. 1 is "YES," move to Question No. 2.</i></p> <p><i>If answer to Question No. 1 is "NO," move to Question No. 1(a).</i></p> <p>1(a). Was advice of Bond Counsel obtained prior to the sale or transfer?</p> <p><i>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.</i></p> <p><i>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.</i></p>	<u>Question No. 1(a):</u> 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)?	<u>Question No. 2:</u> Yes No
	<p><i>If answer to Question No. 2 is "NO," move to Question No. 3.</i></p> <p><i>If answer to Question No. 2 is "YES," move to Question No. 2(a).</i></p> <p>2(a). Was advice of Bond Counsel obtained prior to entering into the lease or similar use agreement or arrangement?</p> <p><i>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.</i></p> <p><i>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.</i></p>	<u>Question No. 2(a):</u> 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)?	<u>Question No. 3:</u> Yes No
	<p><i>If answer to Question No. 3 is "NO," move to Question No. 4.</i>  <i>If answer to Question No. 3 is "YES," move to Question No. 3(a).</i></p> <p>3(a). Was advice of Bond Counsel obtained prior to entering into the management or service agreement?</p> <p><i>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.</i></p> <p><i>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.</i></p>	<u>Question No. 3(a):</u> Yes No
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)?	<u>Question No. 4:</u> Yes No
	<p><i>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.</i>  <i>If answer to Question No. 4 is "YES," move to Question No. 4(a).</i></p> <p>4(a). Was advice of Bond Counsel obtained prior to entering into the agreement or arrangement?</p> <p><i>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.</i></p> <p><i>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.</i></p>	<u>Question No. 4(a):</u> Yes No

Name of Person Completing Questionnaire: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D

### AUTHORITY'S TAX COMPLIANCE PROCEDURE

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**STATE ENVIRONMENTAL IMPROVEMENT AND  
ENERGY RESOURCES AUTHORITY**

**STATE REVOLVING FUNDS PROGRAMS  
TAX COMPLIANCE PROCEDURE**

**Dated as of July 25, 2013**

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July 25, 2013

**STATE REVOLVING FUNDS PROGRAMS  
TAX COMPLIANCE PROCEDURE**

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**STATE REVOLVING FUNDS PROGRAMS  
TAX COMPLIANCE PROCEDURE**

**ARTICLE I**

**DEFINITIONS**

**Section 1.1. Definitions.** Capitalized words and terms used in this Compliance Procedure have the following meanings:

**“Authority Annual Compliance Checklist”** means a questionnaire and/or checklist described in **Section 6.2** and in the form attached as **Exhibit B**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, to be completed each year by the Bond Compliance Officer.

**“Authority”** means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State of Missouri.

**“Bond Compliance Officer”** means the Authority’s Deputy Director or, if the position of Deputy Director is vacant, the person filling the responsibilities of the Deputy Director for the Authority.

**“Bond Counsel”** means a law firm selected by the Authority to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Authority on matters referenced in this Compliance Procedure.

**“Bond Restricted Funds”** means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

**“Bond Transcript”** means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

**“Clean Water Commission”** means the Clean Water Commission of the State of Missouri.

**“Clean Water Loan”** means a loan made to Clean Water Participants pursuant to the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

**“Clean Water Participant”** means a Missouri governmental entity that participates in the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

**“Clean Water SRF Direct Loan Program”** means DNR’s State of Missouri Direct Loan Program created in cooperation with the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

**“Clean Water SRF Leveraged Loan Program”** means the Missouri Leveraged State Clean Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

**“Code”** means the Internal Revenue Code of 1986, as amended.



**“Compliance Procedure”** means this State Revolving Funds Programs Tax Compliance Procedure.

**“Cost” or “Costs”** means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Financed Facility or costs of issuing Tax-Exempt Bonds for a Financed Facility.

**“DNR”** means the Missouri Department of Natural Resources, a department of the State of Missouri.

**“Drinking Water Commission”** means the Safe Drinking Water Commission of the State of Missouri.

**“Drinking Water Loan”** means a loan made to a Drinking Water Participant pursuant to the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

**“Drinking Water Participant”** means s Missouri governmental entity or nonprofit corporation that participates in the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

**“Drinking Water SRF Direct Loan Program”** means DNR’s State of Missouri Direct Loan Program created in cooperation with the Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

**“Drinking Water SRF Leveraged Loan Program”** means the Missouri Leveraged State Drinking Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Safe Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

**“Final Written Allocation”** means the Final Written Allocation of Tax-Exempt Bond proceeds pursuant to Section 7.4 or of Participant Loan proceeds pursuant to Section 5.3.

**“Financed Facility”** means that part of a Project Facility treated as financed with proceeds of a Participant Loan as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Trustee, the Authority or the Participant, as the case may be, and the Tax Compliance Agreement for the Tax-Exempt Bonds.

**“Intent Resolution”** means a resolution of the Authority or the Participant stating (1) the intent of the Authority or the Participant to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing, and (3) the intent of the Authority or Participant to reimburse Costs of the Project Facility paid by the Authority or the Participant from proceeds of a Tax-Exempt Bond.

**“IRS”** means the Internal Revenue Service.

**“Participant”** means a Clean Water Participant or a Drinking Water Participant.

**“Participant Annual Compliance Checklist”** means a questionnaire and/or checklist described in Section 5.4 and in the form attached as Exhibit C, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, which is completed each year by a Participant.

**“Participant Bond Compliance Officer”** means the individual officer or employee of the Participant named as the primary individual responsible for post-issuance tax compliance by the Participant in connection with its Participant Loan.

**“Participant Closing Certificate”** means the closing certificate executed by the Participant in connection with the closing of the Participant Loan.

**“Participant Loan”** means a Clean Water Loan or a Drinking Water Loan.

**“Placed In Service”** means the date when the Project Facility is substantially complete and in operation at substantially its design level, as determined by the Participant Bond Compliance Officer or, in the absence of appropriate action by the Participant Bond Compliance Officer, by [DNR][the Bond Compliance Officer in consultation with DNR].

**“Project Facility”** means all tangible or intangible property financed in whole or in part with proceeds of a Participant Loan that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

**“Rebate Analyst”** means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

**“Regulations”** means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

**“Requisition”** means a Clean Water Reimbursement Form or Drinking Water Reimbursement Form, submitted by a Participant and approved by DNR for each disbursement of Participant Loan proceeds.

**“State Revolving Funds Programs”** means, collectively, the Clean Water SRF Direct Loan Program, the Clean Water SRF Leveraged Loan Program, the Drinking Water SRF Direct Loan Program and the Drinking Water SRF Leveraged Loan Program.

**“Tax Compliance Agreement”** means a Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Authority or the Participant (including Article V or similar article of a Purchase Agreement between the Participant and DNR or Exhibit to a Participant Closing Certificate), setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

**“Tax-Exempt Bonds”** means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Authority, the proceeds of which are to be loaned or otherwise made available to DNR to finance Participant Loans, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of July 1, 2013, is attached as Exhibit A.

**“Tax-Exempt Bond File”** means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

- (a) Intent Resolution. (Duplicate Copy Maintained by Bond Compliance Officer)
- (b) Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

- (c) For each Participant Loan, a Final Written Allocation and/or all available accounting records related to the Financed Facility showing expenditures allocated to the proceeds of the Participant Loan and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
- (e) Forms 8038-T together with proof of filing and payment of rebate. (Duplicate Copy Maintained by Bond Compliance Officer)
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
  - (1) bid solicitation, bid responses, certificate of broker;
  - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
  - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement and Participant's Tax Compliance Agreement involving the use of the Financed Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
- (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
- (j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP). (Duplicate Copy Maintained by Bond Compliance Officer)
- (k) All completed Authority Annual Compliance Checklists and Participant Annual Compliance Checklists and any other questionnaires or correspondence substantiating compliance with the post-issuance tax requirements.
- (l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

"Trustee" means the corporate trustee named in a trust indenture or other similar document included in the Bond Transcript for the Tax-Exempt Bonds or the "Paying Agent" within the meaning of the documents executed by a Participant, DNR and the Paying Agent in connection with a Participant Loan made under the Clean Water SRF Direct Loan Program or the Drinking Water SRF Direct Loan Program.

## ARTICLE II

### PURPOSE AND SCOPE

#### Section 2.1. Purpose of Compliance Procedure.

(a) Authority's Use of Tax-Exempt Bonds. The Authority issues Tax-Exempt Bonds and funds Participant Loans or makes the proceeds available to DNR to fund, or reimburse DNR for funding of, certain Participant Loans, the proceeds of which finance Costs of a Project Facility. The Authority understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Financed Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment,

use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Authority recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Authority Commitment. The Authority is committed to full compliance with the federal tax law requirements for all of its outstanding and future issues of Tax-Exempt Bonds. This Compliance Procedure is adopted by the Authority to comply with IRS directives and to improve federal tax law compliance and documentation. Because each Participant is primarily responsible for the expenditure and investment of proceeds of its Participant Loan and the use of its Project Facility, this Compliance Procedure provides that each Participant will assume substantially all obligations related to post-issuance compliance for its Participant Loan. The Authority will assume responsibility for annually monitoring each Participant's compliance with the post-issuance tax requirements through use of the Participant Annual Compliance Checklists. The Authority will assume responsibility for ensuring compliance with the remaining post-issuance tax requirements for all Tax-Exempt Bonds primarily consisting of compliance with the arbitrage and rebate requirements.

**Section 2.2. Scope of Compliance Procedure; Conflicts.** This Compliance Procedure applies to all Participant Loans, both currently outstanding and issued in the future, and all Tax-Exempt Bonds, both currently outstanding and issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement or any specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Authority or a Participant in the Tax Compliance Agreement will be noted by the Bond Compliance Officer and incorporated into the Authority Annual Compliance Checklist and/or the Participant Annual Compliance Checklist.

**Section 2.3. Amendments and Publication of Compliance Procedure.** This Compliance Procedure may be amended from time-to-time by the Authority. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Authority.

### ARTICLE III

#### BOND COMPLIANCE OFFICER; TRAINING

**Section 3.1. Bond Compliance Officer Duties.** The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with the Participants through each Participant Bond Compliance Officer, DNR and the Trustee to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Participants, DNR, Bond Counsel, legal counsel to the Authority, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Authority as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

### **Section 3.2. Training.**

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Authority under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Authority.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Authority will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure to ensure the Authority's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

## **ARTICLE IV**

### **COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING**

**Section 4.1. Participant Loans Covered by Article IV Procedures.** This Article IV applies to all Participant Loans issued prior to the date of this Compliance Procedure that are currently outstanding.

**Section 4.2. Participant Contact.** As soon as reasonably practical the Bond Compliance Officer will send to each Participant a copy of the Participant's Tax Compliance Agreement along with a letter reminding the Participant that pursuant to the Participant's Tax Compliance Agreement the Participant is responsible for post-issuance tax compliance related to record keeping, use of Participant Loan proceeds, and use of the Financed Facility.

**Section 4.3. Annual Certification From Each Participant.** As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will request each Participant to confirm annually in writing its compliance with the terms of the Participant's Closing Certificate for the Participant Loan through use of a Participant Annual Compliance Checklist. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant and will retain the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

**Section 4.4. Correcting Prior Deficiencies in Compliance.** If a Participant informs the Bond Compliance Officer of a deficiency in compliance with Participant's Tax Compliance Agreement for an outstanding Participant Loan allocable to an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary or appropriate, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Director of the Authority and obtaining the approval of the Director and/or the Authority, as deemed appropriate.

## ARTICLE V

### COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

**Section 5.1. Application.** This Article V applies to Participant Loans made on or after the date of this Compliance Procedure.

**Section 5.2. Prior to Issuance of Participant Loan.**

(a) Intent Resolution. Prior to or as a part of the Participant Loan authorization process, the Participant may adopt an Intent Resolution. The Authority expects that Participants will usually adopt an Intent Resolution as part of their election call proceedings.

(b) Participant's Tax Compliance Agreement. For each Participant Loan, a Participant's Tax Compliance Agreement, including covenants related to the Participant's compliance with the post-issuance tax requirements, will be signed by the Participant Bond Compliance Officer or other duly authorized officer of the Participant. The Participant's Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Facility, (2) for new money financings, require the Participant to complete a Final Written Allocation, and (3) contain a form of the Participant Annual Compliance Checklist for the Participant Loan. The Participant Bond Compliance Officer is expected to confer with the Bond Compliance Officer and Bond Counsel or local bond counsel to the Participant regarding the meaning and scope of each representation and covenant contained in the Participant's Tax Compliance Agreement.

(c) Participant Loans; Preliminary Cost Allocations. The Participant Bond Compliance Officer in consultation with DNR, will prepare a preliminary cost allocation plan for the Project Facility to be funded from proceeds of a Participant Loan. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Participant Loan and the portions, if any, expected to be financed from other sources.

**Section 5.3. Final Written Allocation of Participant Loan Proceeds.** The Participant's Tax Compliance Agreement will include the Participant's agreement that its file of all Requisitions and supporting invoices provided to DNR with respect to the use of Participant Loan proceeds constitutes the Participant's Final Written Allocation of the application of proceeds of the Participant Loan to the Financed Facility. In addition, the Bond Compliance Officer may access DNR's compilation of Requisitions and supporting invoices to document the Participant's Final Written Allocation absent receipt of documentation from the Participant. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised written reimbursement allocation to DNR if the revised allocation is accompanied by an Opinion of Bond Counsel. However, no revised reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was Placed In Service, unless an Opinion of Bond Counsel is delivered to DNR and the Authority. For Participant Loans issued only to refund a prior Participant Loan, the Participant Bond Compliance Officer will work with the Bond Compliance Officer or Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Participant Loan and include it as an attachment to the Participant's Tax Compliance Agreement or in the Tax-Exempt Bond File.

**Section 5.4. Participant Annual Compliance Checklists; Reviews.**

(a) Participant Annual Compliance Checklists. The Participant Bond Compliance Officer will be responsible for assembling and maintaining the information necessary to accurately complete the Participant Annual Compliance Checklist. Each Participant Bond Compliance Officer will be required to

provide a completed Participant Annual Compliance Checklist, together with any supporting documentation, to the Director, Financial Assistance Center of DNR (and subsequently forwarded by the Director to the Bond Compliance Officer) or directly to the Authority.

(b) Review of Participant Annual Compliance Checklist. Each Participant Annual Compliance Checklist will be reviewed by legal counsel to the Participant or the Participant's local bond counsel for sufficiency and compliance with the Participant's Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Participant Bond Compliance Officer will execute the Participant's Annual Compliance Checklist.

## ARTICLE VI

### COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

**Section 6.1. Tax-Exempt Bonds Covered by Article VI Procedures.** This Article VI applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on Exhibit A.

**Section 6.2. Tax-Exempt Bond File; Annual Compliance Checklists.** As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on Exhibit A. As soon as practical, the Bond Compliance Officer will complete an Authority Annual Compliance Checklist for each outstanding Tax-Exempt Bond issue. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant. The Bond Compliance Officer will retain the completed Participant Annual Compliance Checklist and Authority Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

**Section 6.3. Correcting Prior Deficiencies in Compliance.** In the event of a deficiency in compliance with the Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on Exhibit A, the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Authority and obtaining its approval.

## ARTICLE VII

### COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

**Section 7.1. Application.** This Article VII applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

#### **Section 7.2. Prior to Issuance of Tax-Exempt Bonds.**

(a) Intent Resolution. The Authority will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution, the Authority may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements

of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Authority's costs and expenses incurred to implement this Compliance Procedure. To the extent the Authority relies on or acts at the direction of the Participant, the Tax Compliance Agreement will contain appropriate provision for Authority indemnification by the Participant.

(c) Tax Compliance Agreement. For each Tax-Exempt Bond, the Authority will enter into a Tax Compliance Agreement including covenants related to compliance with the post-issuance tax requirements that will be signed by the Bond Compliance Officer or other duly authorized officer of the Authority. The Tax Compliance Agreement will (1) identify the Participant Loans being financed with proceeds of the Tax-Exempt Bond, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, assure each Participant is required to complete a Final Written Allocation, and (4) contain a form of the Authority Annual Compliance Checklist. The Bond Compliance Officer will review the Authority's Tax Compliance Agreement and, if deemed appropriate, confer with Bond Counsel and the Authority's counsel regarding the meaning and scope of each representation and covenant contained in the Authority's Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each Tax-Exempt Bond issuance, the Bond Compliance Officer will assure a preliminary cost allocation plan is prepared. The preliminary cost allocation plan will identify the Participant Loans or portions thereof to be financed with proceeds of the Tax-Exempt Bonds and the portions of the Participant Loans, if any, expected to be financed from other sources together with the proceeds expected to be used to finance costs of issuing or credit enhancement for the Tax-Exempt Bonds, including funding any reserve funds.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Authority Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

**Section 7.3. Accounting and Recordkeeping.** The Bond Compliance Officer will assure the accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds is accomplished. The Bond Compliance Officer may use accounts established pursuant to a trust indenture for the Tax-Exempt Bonds to assist it in accounting for the investment and expenditure of Tax-Exempt Bonds. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

**Section 7.4. Final Allocation of Bond Proceeds.**

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer will assure a written allocation of Tax-Exempt Bond proceeds to Participant Loans and other expenditures is prepared. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Participant Loan proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facilities



have been substantially completed or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Participant Bond Compliance Officer will work with the Participants and Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money to Participant Loans and other expenditures. If no special allocation is required or recommended, the Bond Compliance Officer will allocate proceeds of the Tax-Exempt Bonds in accordance with the Authority's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to fund Participant Loans, (2) the percentage of each Participant Loan financed with proceeds of the Tax-Exempt Bonds and (3) any special procedures to be followed in completing the Authority Annual Compliance Checklist.

(c) Finalize Authority Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Authority Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Authority Annual Compliance Checklist.

(d) Review of Final Written Allocation and Authority Annual Compliance Checklist. Each Final Written Allocation and Authority Annual Compliance Checklist will be reviewed by legal counsel to the Authority or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

## ARTICLE VIII

### ONGOING MONITORING PROCEDURES

**Section 8.1. Annual Compliance Checklists.** Participant Annual Compliance Checklists and the Authority Annual Compliance Checklist are to be completed annually. Each Participant Annual Compliance Checklist and Authority Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Participant's Tax Compliance Agreement, the Authority's Tax Compliance Agreement and this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Financed Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Authority and Bond Counsel and, if recommended by counsel, will follow the procedure set out in Section 6.3 to remediate the non-compliance.

**Section 8.2. Arbitrage and Rebate Compliance.** The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and cause the Trustee to provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE AUTHORITY  
July 25, 2013

EXHIBIT A TO  
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

LIST OF TAX-EXEMPT BONDS  
COVERED BY THIS COMPLIANCE PROCEDURE<sup>1</sup>

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 Refunding Revenue Bonds (State Revolving Funds Programs)
2020B	12/3/2020	7/1/2030	100,760,000	Taxable Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)

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<sup>1</sup> As of January 7, 2026.

**EXHIBIT B TO  
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST  
(AUTHORITY)**

<b>Name of tax-exempt bonds ("Bonds"):</b>	
<b>Issue Date of Bonds:</b>	
<b>Name of Bond Compliance Officer:</b>	
<b>Period covered by request ("Annual Period"):</b>	

Item	Question	Response
<b>1 Receipt of Participant Annual Compliance Checklists</b>	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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>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.</p> <p>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.</p>	
<b>2 Participant Final Written Allocation</b>	For each Participant Project that has been Placed In Service, has a Final Written Allocation been completed for the Participant Project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If "Yes", include a copy of the final Participant Requisition in the Tax-Exempt Bond File.</p> <p>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.</p>	
<b>3 Arbitrage &amp; Rebate</b>	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	<input type="checkbox"/> Yes <input type="checkbox"/> 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)**

<b>Name of Participant:</b>	
<b>Name of bonds ("Bonds") financing the Financed Assets:</b>	
<b>Financed Assets:</b> [NOTE: insert Project as defined in Purchase Agreement unless modified during construction]	
<b>Issue Date of Bonds:</b>	
<b>Placed in service date of the Financed Assets:</b>	
<b>Name of Participant Bond Compliance Officer:</b>	
<b>Period covered by request ("Annual Period"):</b>	

Item	Question	Response
<b>1 Ownership</b>	Were all of the Financed Assets owned by the Participant during the entire Annual Period?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2 Leases and Other Rights to Possession</b>	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)?	<input type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Question	Response
<b>3 Management or Service Agreements</b>	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)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	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.	
<b>4 Other Use</b>	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)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	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.	

Participant Bond Compliance Officer: \_\_\_\_\_

Date: \_\_\_\_\_

**THE LIMBAUGH FIRM**  
— ATTORNEYS AT LAW —  
EST. 1916

## Memo

**To: Mayor and Board of Aldermen City of Jackson, Missouri**  
**From: Curtis O. Poore**  
**Date: December 11, 2025**  
**Re: Settlement of Litigation Against Wal-Mart, Inc. Regarding Damages Caused by Driver on February 28, 2025**

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I am writing to advise you of the successful negotiation and proposed settlement of the City's claim against Wal-Mart, Inc., arising from the incident on February 28, 2025, where a Wal-Mart tractor-trailer driver struck and damaged a City-owned power line, pole, and transformer while navigating a lot owned by Kasten. The City sought payment of \$26,696.31 for the repair costs.

Following the issuance of a demand letter, Wal-Mart denied liability, asserting that the driver's actions were directed by instructions from the property owner and thus absolved Wal-Mart of responsibility. In response, the City filed suit to recover the damages. After the filing, Wal-Mart extended an initial settlement offer of \$10,000 but indicated a willingness to increase the amount up to \$20,000 to resolve the matter.

Pursuant to discussions with the Board, I was granted authority to settle the claim for no less than \$20,000, with discretion to negotiate a higher amount if feasible. Through further negotiations, I was able to secure a final settlement agreement from Wal-Mart in the amount of \$23,500.

I recommend that the Board approve the attached Settlement and Release Agreement, which provides for full payment of \$23,500 to the City in exchange for a release of all claims related to this incident.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Curtis O. Poore

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUTUAL SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND WALMART STORES, INC., RELATIVE TO A CLAIM FOR DAMAGE TO PROPERTY AT 713 KASTEN DRIVE; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented an agreement attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Walmart Stores, Inc.** It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

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

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached agreement.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 15, 2025.

SECOND READING: December 15, 2025.

PASSED AND APPROVED this 15th day of December, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**FULL AND FINAL CONFIDENTIAL SETTLEMENT, RELEASE OF ALL CLAIMS AND  
INDEMNITY AGREEMENT**

This FULL AND FINAL CONFIDENTIAL SETTLEMENT, RELEASE OF ALL CLAIMS, AND INDEMNITY AGREEMENT ("Agreement") is made, entered into and delivered by Plaintiff to and in favor of Walmart and Released Parties (as defined below) as of the Effective Date (as defined below).

**Definitions and Statement of Purpose**

As used in this Agreement, the following terms have the meaning set forth below:

"Plaintiff" means City of Jackson, Missouri, and its authorized representatives.

"Walmart" means Wal-Mart Stores, Inc. and its subsidiaries, affiliates and associated companies including, without limitation, Wal-Mart Associates, Inc., Wal-Mart Transportation, Wal-Mart Stores East, LP, Wal-Mart Stores Arkansas, LLC, Wal-Mart Louisiana, LLC, Wal-Mart Stores Texas, LLC, Sam's East, Inc., Sam's West, Inc., Wal-Mart Real Estate Business Trust, Sam's Real Estate Business Trust, Wal-Mart Realty Company, Wal-Mart TRS, LLC and Sam's TRS, LLC. Without limiting the foregoing, "Walmart" also includes Walmart Claims Services, the third-party claims administrator for Walmart.

"Effective Date" means the date Plaintiff signs this Agreement.

"Incident" means the incident occurring on February 28, 2025 at Kasten's 713 Kasten Drive, Jackson, MO 63755, that Plaintiff alleges resulted in damages of property to Plaintiff.

"Released Parties" means Walmart and its past, present and future officers, directors, employees, agents, servants, representatives, attorneys, stockholders, affiliates, partners, insurers, predecessors, successors, subrogees and assigns.

"Releasors" means Plaintiff, Plaintiff's past, present and future agents, representatives, attorneys, insurers, assigns and lien holders, Plaintiff's successors, heirs and executors and all others acting by, through or in concert with any of the foregoing.

"Settlement Payment" means the sum of \$23,500.00 to be paid by or on behalf of Walmart to Plaintiff in accordance with Section 1 of this Agreement. "Settlement Payment" includes the sum paid to Plaintiff in consideration of Plaintiff's agreements and promises set forth in Section 8 of this Agreement.

"Suit" means the lawsuit filed by or on behalf of Plaintiff against Walmart in the Circuit Court of Cape Girardeau County and styled, *City of Jackson, Missouri v. Wal-Mart Stores East I, LP, d/b/a Walmart #0122*, bearing Case No. 25CG-CC00179, in which Plaintiff has alleged property damage caused or contributed to by Walmart or Released Parties, and seeks damages or other relief against Walmart or Released Parties arising out of the Incident.

"Walmart" means Wal-Mart Stores, Inc. and its subsidiaries, affiliates and associated companies including, without limitation, Wal-Mart Associates, Inc., Wal-Mart Stores East, LP, Wal-Mart Stores East I, LP, Wal-Mart Stores Arkansas, LLC, Wal-Mart Louisiana, LLC, Wal-Mart Stores Texas, LLC, Sam's East, Inc., Sam's West, Inc., Wal-Mart Real Estate Business Trust, Sam's Real Estate Business Trust, Wal-Mart Realty Company, Wal-Mart TRS, LLC and Sam's TRS, LLC. Without limiting the foregoing, "Walmart" also includes Claims Management, Inc., the third-party claims administrator for Walmart.

Through this Agreement, and in consideration of the Settlement Payment made to Plaintiff

by or on behalf of Walmart as set forth in this Agreement, Plaintiff, for itself and Releasors, intends to and does fully and finally resolve and release any and all actual and potential claims against Walmart and Released Parties arising from or associated with the Incident and the Suit.

1. **CONSIDERATION.** For and in consideration of the covenants, promises, and releases set forth in this Agreement, and for and in consideration of the Settlement Payment paid by or on behalf of Walmart to or on behalf of Plaintiff, payable to City of Jackson, Missouri and The Limbaugh Firm, its attorneys, the receipt and sufficiency of which Plaintiff hereby acknowledges, Plaintiff agrees as follows:

2. **RELEASE.**

- a. Plaintiff, for itself and for Releasors, hereby releases, acquits and forever discharges Released Parties of and from any and all liability, rights, claims, demands, including but not limited to damages, costs, , expenses, actions, causes of action, suits of liability, and controversies of any and every kind and description whatsoever, whether at law or equity, under statute, in contract, or in tort, suspected or unsuspected, known or unknown, without exception or reservation, now existing or which may accrue later, including any and all claims asserted or which could have been asserted in the Suit, on account of and in any manner arising out of or related to the Incident.
- b. Plaintiff understands and agrees that, by execution of this Agreement, Plaintiff intends to release, and does release, any and all claims whatsoever that the Plaintiff now has or that may accrue in the future against Released Parties on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, damages and the consequences thereof arising out of or related to the Incident, regardless of whether such damages have actually been suffered, experienced, or incurred by Plaintiff.

3. **INDEMNIFICATION.** THIS AGREEMENT BY PLAINTIFF TO DEFEND AND INDEMNIFY RELEASED PARTIES INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, PROCEEDINGS OR ACTIONS AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY, ATTORNEYS' LIENS OR ANY OTHER LIEN OR INTEREST, AS WELL AS ANY AND ALL CLAIMS, SUITS, DEMANDS, PROCEEDINGS OR ACTIONS SEEKING ANY FINE, PENALTY OR OTHER RELIEF AGAINST THE RELEASED PARTIES ARISING FROM, IN WHOLE OR IN PART, PLAINTIFF'S PROVISION OR REPORTING OF FALSE OR INCORRECT INFORMATION TO WALMART OR PLAINTIFF'S BREACH OF THE DECLARATIONS AND COVENANTS OF SECTION 3 OF THIS AGREEMENT. THIS AGREEMENT BY PLAINTIFF TO DEFEND AND INDEMNIFY RELEASED PARTIES FURTHER INCLUDES, BUT IS NOT LIMITED TO, REIMBURSING ALL ATTORNEY FEES, LITIGATION EXPENSES, AND COURT COSTS INCURRED BY THE RELEASED PARTIES OR ANY OF THEM.

4. **COOPERATION AND ASSISTANCE.** In order to effectuate the purposes of this Agreement, should any person or entity challenge the validity of this Agreement or any term thereof or bring any claims against Walmart in connection with this Agreement, the Incident or the Suit, Plaintiff hereby agrees to and shall execute and deliver to Walmart all documents or agreements and do such further acts and things as Walmart may reasonably request in the present or in the future including, but not limited to, provide to Walmart upon request any correspondence or other documents Plaintiff sent or submitted to or received from any other holder of an actual or alleged lien or interest and any other benefits received or that may be received by Plaintiff as to any claimed damage, actual or potential, arising out of or related to the Incident.

**5. DISMISSAL OF SUIT/COVENANT NOT TO SUE; CONDITIONS TO SETTLEMENT PAYMENT.**

- a. Prior to or contemporaneously with the execution and delivery of this Agreement, Plaintiff shall deliver or cause to be delivered to Walmart and filed with the Court in the Suit an agreed upon stipulation and order dismissing the Suit with prejudice, and shall further deliver or cause to be delivered to Walmart such other pleadings or documents, if any, reasonably requested by Walmart and necessary to effectuate the dismissal with prejudice of the Suit. Plaintiff acknowledges and agrees that Plaintiff's full and complete satisfaction of Plaintiff's obligations under this Section 6 is a condition precedent to Walmart's obligation to make or cause to be made the Settlement Payment.
- b. Plaintiff acknowledges and agrees that Walmart's obligation to make or cause to be made the Settlement Payment is subject to the full and complete satisfaction of each of the following conditions precedent: (i) Walmart's receipt of a fully executed original of this Agreement executed by each Plaintiff and duly acknowledged in accordance with applicable law; (ii) Walmart's receipt of a complete and accurate Form W-9 from each Plaintiff and each payee identified in Section 1 of this Agreement, if requested by Walmart; and (iii) judicial or other approval of this settlement and this Agreement if and as required by applicable law.

6. **COSTS.** Plaintiff agrees that Plaintiff will bear and be responsible for its own attorney's fees, costs and expenses arising from or related in any way to the Incident, the Suit or this Agreement.

7. **NO ADMISSION OF LIABILITY.** Plaintiff understands and hereby agrees that this Agreement is a compromise of a disputed claim, and that entry into this Agreement, the terms of this Agreement, any documents executed and delivered incident to this Agreement, and any actions taken in furtherance of this Agreement do not constitute and will not be deemed or construed as an admission of liability or wrongdoing, or of any position whatsoever, in any respect, by Walmart, and that liability or wrongdoing is expressly denied by Walmart.

**8. CONFIDENTIALITY.**

- a. In consideration of the sum of \$23,500.00 of the Settlement Payment, Plaintiff agrees, represents, and warrants that it will not disclose to any person or entity in any manner whatsoever that offers of settlement were made, the terms and conditions of this Agreement, or the amount of the Settlement Payment under this Agreement, except: (i) to the extent necessary and required by law to appropriate state or federal governmental tax authorities; (ii) to Plaintiff's tax or financial advisors but only to the extent necessary for financial planning or tax reporting purposes and only if such tax or financial advisors agree to maintain the confidentiality of the settlement between Plaintiff and Walmart, the amount of the Settlement Payment under this Agreement and the terms and conditions of this Agreement; (iii) to the extent required to do so by valid order of a court of competent jurisdiction or in connection with a judicial proceeding in which Plaintiff is compelled to testify; and to the extent where a proper request for disclosure is made under the Sunshine Act, the City is obligated by law to provide disclosure of the Settlement to the Board who will provide notice to the public that the Board is taking up approval of the settlement.
- b. If Plaintiff is represented by counsel, Plaintiff agrees to direct, and does hereby direct, his/her attorney and all members, partners, and employees of

such attorneys' law office or law firm to comply with the confidentiality provisions in this Agreement.

- c. Plaintiff agrees to provide as much advance written notice as is reasonably possible to Walmart of any court action or other process that could require disclosure of materials or information encompassed by the confidentiality provisions in this Agreement. Plaintiff must provide such notice to Walmart's attorneys in the Suit and to the Walmart Legal Department, 702 Southwest 8<sup>th</sup> Street, M.S. #0215, Bentonville, Arkansas 72716-0215 or by fax to 479.273.4505.
- d. Plaintiff and Plaintiff's attorney, if any, further agree that if it or Plaintiff's attorney, or any members, partners, or employees of such attorney's law office or firm, violate(s) the confidentiality provisions of this Agreement, then Walmart, in addition to and not in lieu of any other rights or remedies that Walmart may have under applicable law, has the right and standing to enjoin any person or entity who has announced an intention to violate the confidentiality provisions of this Agreement or who has violated the confidentiality provisions of this Agreement from any future violation thereof. Plaintiff and Plaintiff's attorney acknowledge that confidentiality is an essential term of this Agreement and that no amount of money can compensate Walmart for its violation. Plaintiff and Plaintiff's attorney further acknowledge that Walmart, in addition to and not in lieu of any other rights or remedies that Walmart may have under applicable law, may specifically enforce the confidentiality provisions of this Agreement through a court of competent jurisdiction and seek the costs and fees thereof, including attorneys' fees for enforcing these rights.

9. **USE OF AGREEMENT.** Plaintiff understands and agrees that this Agreement cannot be disclosed to other persons or entities (except as expressly permitted under Section 8) and it is not admissible, and may not be used as evidence, or in any other manner, in any court or dispute resolution proceeding regarding any claims between Plaintiff and the Released Parties, other than as necessary to enforce this Agreement.

10. **PLAINTIFF'S ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS AND INDEMNITY.** Plaintiff represents, warrants and covenants to Walmart that (i) Plaintiff has the right and authority to execute this Agreement and to receive the consideration specified in it; (ii) no other person or entity has any right, title or interest in or to any rights, claims, demands, damages, costs, expenses, actions, causes of action, suits of liability, or controversies arising from or related to the Incident or the Suit; and (iii) Plaintiff has not assigned or transferred, or purported to assign or transfer, in whole or in part, to any person or entity any rights, claims, demands, damages, costs, expenses, actions, causes of action, suits of liability arising from or related to the Incident or the Suit. Plaintiff agrees that it is the intent of this Agreement to relieve Released Parties of any liability for contribution or indemnity to any person or entity that is or may be responsible or liable to Plaintiff as joint tortfeasors, joint obligors or indemnitors ("Joint Tortfeasors") for any damages arising out of or relating to the Incident. This Agreement and the Settlement Payment made by or on behalf of Walmart operate as a satisfaction of any claim by Plaintiff against any and all such Joint Tortfeasors, and will reduce any damages recoverable against any and all such Joint Tortfeasors, to the full extent of the relative pro-rata share, if any, of the common liability of the Released Parties. Plaintiff shall defend and indemnify Released Parties from and against any and all liens, claims, lawsuits, demands, proceedings, actions, damages, liabilities, costs, or expenses (including attorneys' fees) arising from or relating to any breach by Plaintiff of the representations, warranties and covenants contained in this Section

including, without limitation, any claims, lawsuits, demands, proceedings or actions for contribution or indemnity by Joint Tortfeasors or any person claiming through a Joint Tortfeasor.

11. **EXPRESS DISCLAIMER OF RELIANCE.** Plaintiff expressly disclaims any reliance of any kind or nature, whether in discovery or otherwise, on statements, actions or omissions of any kind made or allegedly made by Walmart or its attorneys and agents, regarding the facts of the Incident, any other facts pertinent to this Agreement or the subjects therein, or the contents and legal consequences of this Agreement.

12. **REVIEW AND UNDERSTANDING OF AGREEMENT; TAX AND OTHER CONSEQUENCES OF AGREEMENT AND SETTLEMENT PAYMENT.** Plaintiff represents and warrants that it has had the opportunity to obtain and receive independent legal advice from attorneys of its choosing with respect to the legal effect of this Agreement, and further represents and warrants that it has carefully reviewed this entire Agreement and that each and every term hereof is understood. In order to induce Walmart to enter into this Agreement, Plaintiff further represents, warrants and agrees that, in entering into this Agreement, Plaintiff is relying solely on the attorneys and advisors of Plaintiff's own choosing regarding the legal and other effects and consequences of this Agreement and the Settlement Payment, including, without limitation, any consequences or effects relating to government benefits or taxes. Plaintiff hereby releases and discharges Walmart and Released Parties from any and all liabilities, claims, damages, demands, costs and expenses of any kind or nature that Plaintiff had, may have or may have in the future relating to or arising out of (i) the present and future taxation or tax treatment of this Agreement or the Settlement Payment; and (ii) the effect that this Agreement or the Settlement Payment has or may have in the future on Plaintiff's eligibility for government benefit payments or the amount or duration of government benefit payments to which Plaintiff now or in the future may be entitled.

13. **COMPLETE AGREEMENT.** Plaintiff understands and agrees that this Agreement constitutes the entire agreement concerning the subject matter herein, that no promise, agreement or inducement not herein expressed has been made to Plaintiff, and that this Agreement supersedes and replaces all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of Plaintiff as to the subject matter of this Agreement. All terms and provisions of this Agreement, including the Definitions and Statement of Purpose, are contractual and not a mere recital.

14. **SEVERABILITY.** Plaintiff understands and agrees that, if any provision of this Agreement is declared to be invalid or unenforceable by a court of competent jurisdiction, such provision or portion of this Agreement will be deemed to be severed and deleted from this Agreement, but this Agreement in all other respects will remain unmodified and continue in full force and effect; provided, however, that this provision does not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable.

15. **INTERPRETATION AND CONSTRUCTION.** Plaintiff represents and agrees it has had the opportunity to fully and equally participate in the preparation, negotiation, review and approval of this Agreement. Plaintiff agrees the terms of this Agreement will not be interpreted against or in favor of Plaintiff.

17. **EXECUTION IN COUNTERPARTS AND ELECTRONICALLY.** This Agreement may be executed in one or more counterparts and transmitted electronically, all of which together will constitute one instrument and all of which will be considered duplicate originals.

**IN WITNESS WHEREOF, Plaintiff has executed this Agreement on the date indicated.**

Plaintiff

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_  
(Plaintiff)

this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**My Commission Expires:** \_\_\_\_\_.

NOTARY PUBLIC, STATE OF \_\_\_\_\_.

**Curtis O. Poore, #38067**  
**The Limbaugh Firm**  
**407 N. Kingshighway, Suite 400**  
**Cape Girardeau, MO 63702-1150**  
**Counsel for Plaintiff**  
**Date:**



# City of Jackson

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**TO:** Mayor and Board of Aldermen

**FROM:** Matt Winters, City Administrator

**DATE:** December 15, 2025

**RE:** JACOC Cooperative employment agreement

---

This is an addendum to the existing contract between the City and JACOC for the cooperative employment agreement as it relates to the Director of Retail Development position.

The 2026 addendum is for \$67,321.00, which covers salary and benefits. According to the cooperative agreement, the City is responsible for 50% or \$33,660.50 and the Chamber is responsible for the remaining 50% of the amount.

## ADDENDUM TO COOPERATIVE EMPLOYMENT AGREEMENT

This Addendum to Cooperative Employment Agreement (this "Addendum") is made and entered into this 15th day of December, 2025, by and between the City of Jackson, Missouri, a municipal corporation (hereinafter referred to as "City"), and the Jackson Area Chamber of Commerce, a nonprofit corporation (hereinafter referred to as "Chamber").

**WHEREAS**, the City and the Chamber entered into a Cooperative Employment Agreement dated December 2, 2024 (the "Agreement"); and

**WHEREAS**, the parties desire to amend the Agreement to increase the total amount of salary, insurance, and benefits for the Employee from \$64,184.00 per year to \$67,321.00 per year for the calendar year 2026;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Section 5. Section 5 of the Agreement is hereby amended, effective January 1, 2026, to read as follows:

"5. EMPLOYMENT, SALARY AND BENEFITS. The Employee shall receive salary, insurance and benefits in the total amount of \$67,321.00 per year."

2. No Other Amendments. Except as expressly amended by this Addendum, all other terms, conditions, and provisions of the Agreement shall remain unchanged and in full force and effect.
3. Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of Missouri.
4. Entire Agreement. This Addendum, together with the Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and can be amended, modified, or supplemented only by a written instrument executed by all parties.

[Signatures on following page]



IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

CITY:

CITY OF JACKSON, MISSOURI

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CHAMBER:

JACKSON AREA CHAMBER OF COMMERCE

By:   
President

ATTEST:

  
Executive Director



# City of Jackson

---

**TO:** Mayor and Board of Aldermen

**FROM:** Matt Winters, City Administrator

**DATE:** December 15, 2025

**RE:** Jackson Area Chamber of Commerce Tourism contract

---

This item is the renewal of the contract with the JACOC for the Tourism services they provided on behalf of the City. In past years, the Chamber has received \$2,500.00 per year, and for 2026 have requested an increase to \$7,500.00 for enhanced tourism promotion.

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JACKSON AREA CHAMBER OF COMMERCE RELATIVE TO AN INCREASE IN TOURISM FUNDING IN 2026, FOR THE PROVISION OF TOURISM-RELATED SERVICES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Jackson Area Chamber of Commerce**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 15, 2025.

SECOND READING: December 15, 2025.

PASSED AND APPROVED this 15th day of December, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between *CITY OF JACKSON, MISSOURI, a municipal corporation*, hereinafter referred to as “City,” and *JACKSON CHAMBER OF COMMERCE, a nonprofit corporation*, also referred to as *JACKSON AREA CHAMBER OF COMMERCE*, located at 1846 East Jackson Boulevard in the City of Jackson, County of Cape Girardeau, State of Missouri, hereinafter referred to as “Chamber,” **WITNESSETH:**

**WHEREAS**, the Chamber provides service to the City in taking phone calls and inquiries related to tourism, development, and general matters that concern the City; and

**WHEREAS**, the service provided to the City by the Chamber has value to the City; and

**WHEREAS**, the City desires to pay an amount to the Chamber which is to be used for the administrative expenses of the Chamber in the promotion of the City; and

**WHEREAS**, the Chamber is willing to continue its service to the City; and

**WHEREAS**, the parties desire to memorialize their agreement in writing.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1.     **PAYMENT TO CHAMBER.** The City agrees to pay the sum of \$7,500.00 per year to the Chamber with the yearly payment of \$7,500.00 due in January of 2026 and each January thereafter until such time as this Agreement expires or is terminated.
2.     **CHAMBER TO PROVIDE SERVICES TO THE CITY.** The Chamber agrees that its staff shall continue to respond to phone calls and inquiries that may affect the City. The Chamber also agrees to forward phone calls and other contacts to the appropriate office within the

City government. If the Chamber is unable to determine the appropriate point of referral, then it shall make referral directly to the Mayor of the City. The Chamber also agrees that it will continue to engage in activities for the promotion and betterment of the City.

3. **ACTIVITY REPORTING.** The Chamber will provide to the City during the month of September of each year a written productivity/accountability report and otherwise outline the services provided to the City during that year. In making that report the Chamber may also make suggestions of ways to expand the relationship between the City and the Chamber.

4. **INSURANCE COVERAGE/INDEMNITY.** The Chamber does hereby indemnify and hold harmless the City, its employees, agents, and representatives, in any action or cause of action, whether at law or at equity, for any damages or liability arising from or growing out of any negligence of the Chamber. In addition, the Chamber agrees that it shall add the City of Jackson, Missouri, as an additional named insured under its general liability policy and shall provide to the City a copy of the policy so amended.

5. **INDEPENDENT CONTRACTOR.** It is acknowledged by the parties that the Chamber and its directors are independent contractors under the provisions of this Agreement. The City in no manner shall control the day-to-day activities, approaches, programs, or any other activities of the director or the Chamber.

6. **TERM.** This Agreement shall be for two years and shall terminate on December 31, 2027, provided, however, that the parties may agree to extend this Agreement for additional two-year periods.

7. **EARLY TERMINATION.** Either party may terminate this Agreement prior to the end of the Agreement term by providing six months' written notice to:

Mayor  
City of Jackson

101 Court Street  
Jackson, MO 63755

and

Director  
Jackson Area Chamber of Commerce  
1846 East Jackson Boulevard  
P. O. Box 352  
Jackson, MO 63755

8. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Agreement sets forth the entire agreement between the City and the Chamber, and no custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

9. **GOVERNED AND CONSTRUED.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

10. **BINDING.** This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributes, successors, and assigns.

111. **USE OF WORDS.** Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

12. **CAPTIONS.** Any captions used in this Agreement are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

13. **ENFORCEABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. **RIGHTS AND REMEDIES.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**IN WITNESS WHEREOF,** the parties have executed this instrument the day and year first above written.



5

CITY:

CITY OF JACKSON, MISSOURI

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CHAMBER:

JACKSON AREA CHAMBER OF COMMERCE

By:  \_\_\_\_\_  
President

ATTEST:

 \_\_\_\_\_  
Executive Director



# City of Jackson

---

**TO:** Mayor and Board of Aldermen

**FROM:** Matt Winters, City Administrator

**DATE:** December 15, 2025

**RE:** Contract extension SEMO REDI

---

This is a request for a one-year extension to the existing SEMO REDI contract. There are no proposed changes to the existing contract, which provides for an annual payment of \$30,000.00.

**BILL NO. 23-06**

**ORDINANCE NO. 23-06**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND SEMO REDI, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE SOLICITATION OF BUSINESS, INDUSTRY, AND COMMERCE; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Semo REDI, of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: January 17, 2023.

SECOND READING: January 17, 2023.

PASSED AND APPROVED this 17th day of January, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

(SEAL)

ATTEST:



CITY OF JACKSON, MISSOURI

BY:  Mayor

  
City Clerk

SS

**CONTRACT FOR SERVICES**

**THIS CONTRACT** is made and entered into this 17th day of January, 2023, by and between the *Semo REDI, a Missouri corporation*, and the *CITY OF JACKSON, MISSOURI, a municipal corporation*, ("Founder"), **WITNESSETH:**

**WHEREAS**, Founder is one of a group of Founders which has established Semo REDI to provide services to Founder; and

**WHEREAS**, Semo REDI had been constituted a general not-for-profit corporation in the State of Missouri, whose corporate purpose is to actively solicit business, industry, and commerce for the greater Cape Girardeau, Missouri, area; and

**WHEREAS**, Founder is to receive the direct and indirect benefit of the activities and efforts of Semo REDI.

**NOW, THEREFORE**, the parties agree as follows:

1. **TERM:** The term of this contract shall be for one year beginning January 1, 2023, and ending December 31, 2023. The Founder may at its sole option extend the term of this contract for an additional one year beginning January 1, 2024, and ending December 31, 2024. Thereafter, the parties may extend this contract for additional terms beginning on January 1 of each year and ending December 31 of each year.

2. **PAYMENT:** The City shall pay Semo REDI \$26,791.00 for the year 2023 in four equal quarterly installments payable January 1, April 1, July 1, and October 1. Semo REDI shall set the amount to be charged for the upcoming year before December 31. The Founder shall have the option to re-negotiate the contract between the parties if the Founder objects to the amount set to be charged. Each year during the term of this contract payments shall be made to

JS

Semo REDI in four equal quarterly installments payable January 1, April 1, July 1, and October 1.

3. **SERVICES:** SEMO REDI will provide to Founder the direct and indirect benefit of Semo REDI carrying out the stated corporate purposes of Semo REDI, which are to solicit and recruit business and commerce to the Cape Girardeau, Missouri, area through establishing an office and hiring personnel to pursue industrial recruitment on a fulltime basis as directed by the member of the Board of Directors of Semo REDI made up of individuals elected and appointed by the Founders of Semo REDI.

4. **FOUNDER REPRESENTATION:** Founder shall have the right to select one of Semo REDI's Board of Directors, which director shall serve a term to be determined in accordance with the bylaws of Semo REDI so long as Founder extends the terms of this contract. In the event the terms of this contract are not extended, then Founder shall forfeit its right to select a member of the Board of Directors.

5. **YEARLY REPORT:** Semo REDI will report yearly to Founder on its recruitment and promotional activities and its financial transactions, including details of receipts and expenditures. In addition, the director shall report yearly to the Board of Aldermen of the Founder concerning business recruitment and development activities relating directly or indirectly to the Founder.

6. **AREA PROMOTED:** Semo REDI will promote the aggregate geographic area represented by all Founders and shall not promote any activity outside said geographic area without the express unanimous consent of the directors of Semo REDI. The aggregate geographic area represented by Founders is that area within the boundary of Cape Girardeau County, Missouri, and within the cities of Cape Girardeau, Jackson, and Scott City, Missouri.



JS

7. **BOOKS AND RECORDS:** All books and records of Semo REDI prepared and maintained in the course of its operation shall be the property of Semo REDI and, except for the yearly reporting above provided for, the information contained therein shall be available to Founder and only through Founder's duly elected or appointed representative(s) to the Board of Directors of Semo REDI.

8. **NON-AGENCY:** Nothing contained herein shall be construed as an agency agreement. Semo REDI's only relationship with Founder is to provide the services set out herein and it has no authority to, and will not represent itself to have authority to, act on behalf of Founder in any manner except as provided herein.

9. **PUBLIC LIABILITY INSURANCE:** Semo REDI agrees to maintain at all times during the term of this contract comprehensive public liability insurance in a responsible insurance company, licensed to do business in the State of Missouri, properly protecting and indemnifying Founder in an amount of not less than the insurance requirements stated below:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement naming the City of Jackson as a named additional insured.

10. **TERMINATION:** Founder shall have the right not to renew this contract for any calendar year of the contract (after the first calendar year). Founder shall act on renewal of this contract before December 31 of each year and shall provide Semo REDI with notice of its renewal or nonrenewal on or before December 31 of each year.

JS

4

11. **INDEMNITY:** To the fullest extent permitted by law, Semo REDI agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the services provided by Semo REDI under this contract involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of Semo REDI its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Semo REDI or anyone for who acts the Semo REDI may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

12. **DEFENSES:** No provision of this contract shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

13. **LAW AND VENUE:** This contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

14. **ASSIGNS AND SUCCESSORS:** The terms, covenants, and conditions of this contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this contract.

15. **ENTIRE CONTRACT:** This contract constitutes the entire contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this contract.



US

IN WITNESS WHEREOF, the parties have duly executed this contract the day and year first above written.

Semo REDI

By: James Eggle  
Chairman of the Board of Directors

ATTEST:

N/A  
Executive Director



CITY OF JACKSON, MISSOURI

By: [Signature]  
Mayor

ATTEST:

Linda Wa  
City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> W.E. Walker-Lakenan 117 S Broadview Street Cape Girardeau MO 63703	<b>CONTACT NAME:</b> Brianna Hercher <b>PHONE (A/C, No, Ext):</b> 573-335-3307 <b>FAX (A/C, No):</b> 573-335-5844 <b>E-MAIL ADDRESS:</b> Bhercher@wewalker.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Arch Insurance Group	
INSURER B : HARTFORD INSURANCE GROUP	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 392184724

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NFP0127092-06	8/26/2024	8/26/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			84SBARV3491	8/2/2024	8/2/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			84WBCBV6199	8/2/2024	8/2/2025	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	D&O/EPLI Liability			NFP0127092-06	8/26/2024	8/26/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's operation. Blanket additional Insured applies. Certificate holder is hereby an additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Jackson  
101 Court Street  
Jackson MO 63755

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES, OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	City Project Title
City of Jackson, Missouri	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Authorized Insurance Representative:





## PUBLIC WORKS MEMORANDUM

# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** December 11, 2025

**RE:** Deerwood Roundabout Change Order #1

---

Attached is a revised Change Order #1 proposing an altered traffic plan for the Deerwood Roundabout. This plan addresses as much as possible the concerns expressed by adjacent affected property owners at the last meeting.

The temporary signals will now be interactive, allowing them to adjust automatically for varying traffic conditions rather than having leaving cars waiting for a specific period even if there is no opposing traffic. While the east side of Deerwood will still be allowed to be closed for the duration of the project, the west side will be constructed in two sections, allowing a single lane of one-direction traffic to be included in the signalized intersection. That single lane will shift in access as the construction progresses from one quadrant to the other.




This change order results in a net increase in contract price of \$2,945.00.

**CHANGE ORDER No. 1**

CONTRACTOR: Fronabarger Concreters, Inc.  
 PROJECT NAME: US 61 and Deerwood Lane Roundabout

LPA: City of Jackson  
 PROJECT NO.: STP-3005(003)

**The Contractor is hereby directed to make the following changes from the contract:**

1. DESCRIPTION AND REASON FOR CHANGE:									
Contingent Line 5001: Traffic Control Change. See reason on page 2.									
Contingent Line 5002: Add two CMS boards. See reason on page 2.									
2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.									
EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT	
5001		Traffic Control Design Change	0.00	-1.00	1.00	LS	\$4,555.00		\$4,555.00
5002	6161098A	Changeable Message Sign, without communication interface, Contractor Furnished/Contractor Retained	0.00	2.00	2.00	EA	\$3,750.00	\$7,500.00	
<b>TOTALS:</b>							<b>\$7,500.00</b>	<b>\$4,555.00</b>	
3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:									
N/A									
4 COMMENTS:									
5 COST ADJUSTMENTS TO THE CONTRACT:									
1. CONTRACT AMOUNT			\$1,006,496.87						
2. OVERRUN THIS ORDER			\$7,500.00						
3. OVERRUN PREVIOUS			\$0.00						
4. UNDERRUN THIS ORDER			\$4,555.00						
5. UNDERRUN PREVIOUS			\$0.00						
6. PROJECT TOTAL				\$1,009,441.87					
THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:									
				 Digitally signed by David McMullin DN: C=US, E=david@fronabarger.com, O="Fronabarger Concreters, Inc.", CN=David McMullin Date: 2025.12.11 11:53:36-06'00'					
APPROVED: (OWNER)		DATE		APPROVED: (CONTRACTOR)		DATE			
				  Digitally signed by Brian Holt DN: C=US, E=bholt@bfwengineers.com, CN=Brian Holt Date: 2025.12.11 12:06:39-06'00'					
APPROVED : MODOT		DATE		APPROVED: (CONSTRUCTION ENGINEER)		DATE			

**CHANGE ORDER No. 1**

CONTRACTOR: Fronabarger Concreters, Inc.  
 PROJECT NAME: US 61 and Deerwood Lane Roundabout

LPA: City of Jackson  
 PROJECT NO.: STP-3005(003)

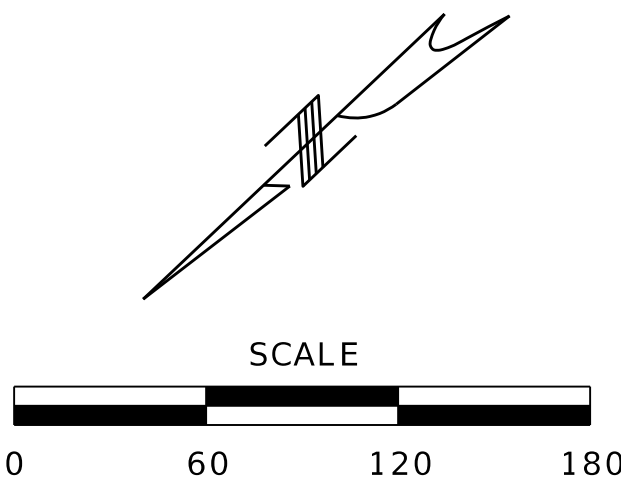
**Line No. 5001 Traffic Control Design Change**

Contingent Line Number 5001: This change order alters the designed traffic control plan at the intersection of the proposed US 61 and Deerwood Lane roundabout. The original design called for, four temporary signals allowing a single lane of traffic at one time to travel through the work zone. The modified traffic control plan will use a 3 leg signal system with traffic sensors. The contractor will be allowed to completely close Deerwood Lane on the East side of US 61 for the duration of the roundabout construction. Deerwood Lane on the West side of US 61 shall have at least one lane open to traffic during all phases of construction. US 61 shall have at least one lane of traffic available and open to traffic at all times until all roadway construction work is complete. The change will reduce traffic que times on US 61, provide a safer construction work site, and reduce the overall completion time. This change will credit the contract in the amount of \$4,555.00 due to an underrun of traffic control staging costs.

**Line No. 5002 Changeable Message Signs**

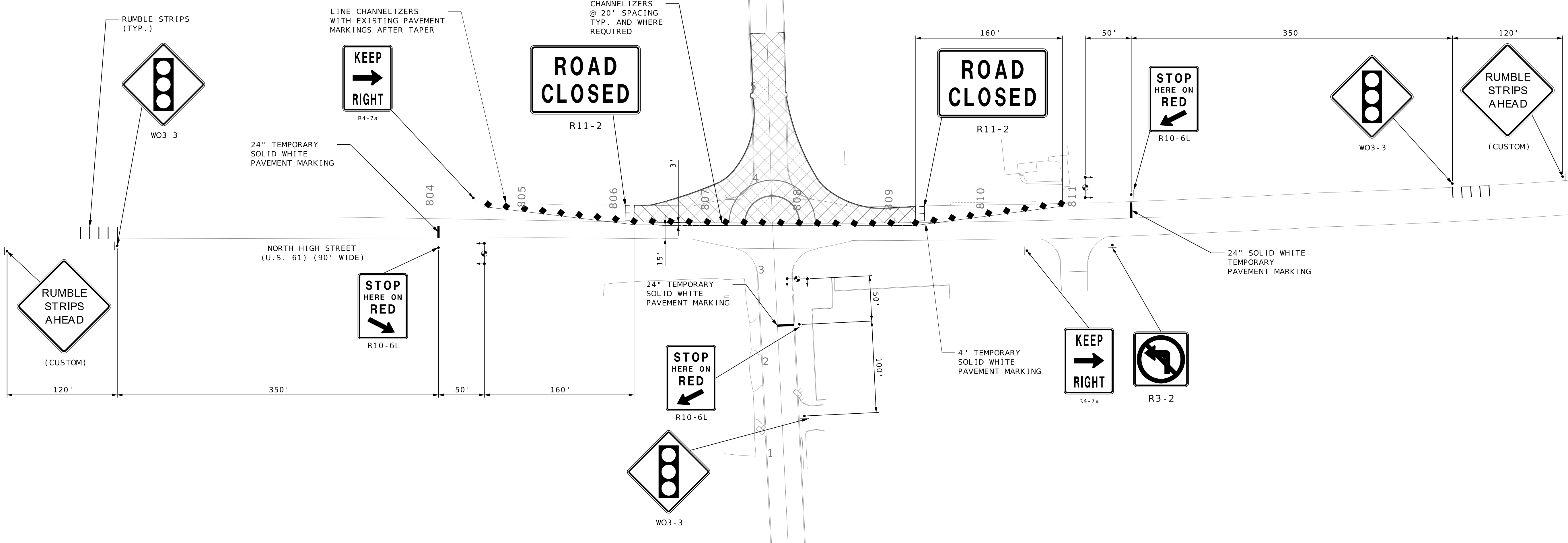
Contingent Line number 5002: This change adds two, (2) Changeable Message Signs without communication interface, Contractor Furnished/Contractor Retained to the contract to convey traffic impact messages to the travelling public. Settlement of costs, agreed price of \$3,750.00/EA.





NOTES:

1. SIGNS SHALL BE SPACED AT 500', UNLESS OTHERWISE NOTED.
2. SPACING MAY BE ADJUSTED, WITH APPROVAL OF THE ENGINEER, TO AVOID CONFLICTS.
3. COMPLETELY COVER OR REMOVE ALL EXISTING SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL SIGNING.
4. SIGNS SHALL BE COVERED OR REMOVED WHEN NOT IN USE.
5. SIGNS SHOWN SHALL NOT BE MOVED FOR THE DURATION OF THE PROJECT, UNLESS OTHERWISE NOTED.
6. ALL PAVEMENT MARKING DESIGNATED FOR REMOVAL, REGARDLESS OF THE TYPE OF EXISTING MARKING, SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER WITH MINIMAL DAMAGE TO THE PAVEMENT. NO MORE THAN FIVE PERCENT OF THE EXISTING MARKING SHALL REMAIN UPON COMPLETION OF THE WORK. THE PAVEMENT SURFACE SHALL NOT BE LEFT SCARRED TO SUCH AN EXTENT THAT, IN THE OPINION OF THE ENGINEER, THE OBLITERATED AREA IS MISLEADING TO MOTORISTS. ANY EXCESS DAMAGE OR SCARRING OF THE PAVEMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
7. BARRELS SHALL BE USED ALONG ALL OPEN EXCAVATIONS.
8. OBLITERATE AND REMOVE ANY EXISTING PAVEMENT MARKINGS THAT CONFLIT WITH TEMPORARY TRAFFIC CONTROL.



TRAFFIC CONTROL LEGEND

- WORK AREA
- SIGN
- CHANNELIZER
- S.W. - SOLID WHITE MARKING TAPE
- TYPE 1 BARRICADE
- TYPE 3 BARRICADE
- PORTABLE TRAFFIC SIGNAL (PTS)
- ROUNDABOUT ELEMENTS ALREADY CONSTRUCTED IN PREVIOUS STAGE
- TEMPORARY LONG TERM RUMBLE STRIPS


DRAFT

DATE PREPARED 03/27/2025	
ROUTE US 61	STATE MO
DISTRICT SE	SHEET NO. 13
COUNTY CAPE GIRARDEAU	
JOB NO. JSE0048	
CONTRACT ID.	

PROJECT NO. STP-3005(003)
BRIDGE NO.

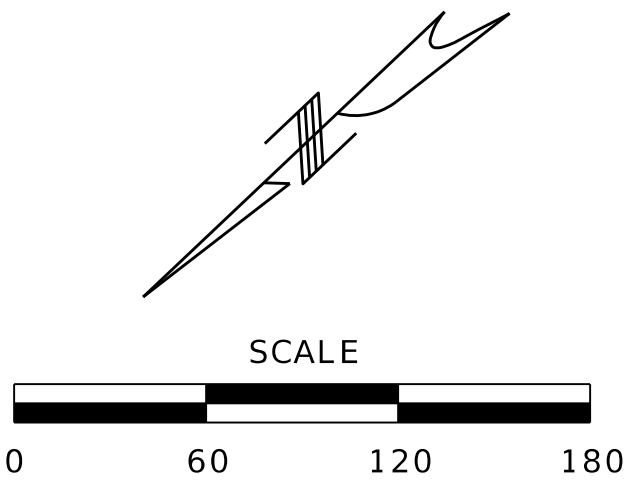
DESCRIPTION	DATE

  
CITY OF JACKSON  
101 COURT STREET  
JACKSON, MO 63755  
(573)-243-3568

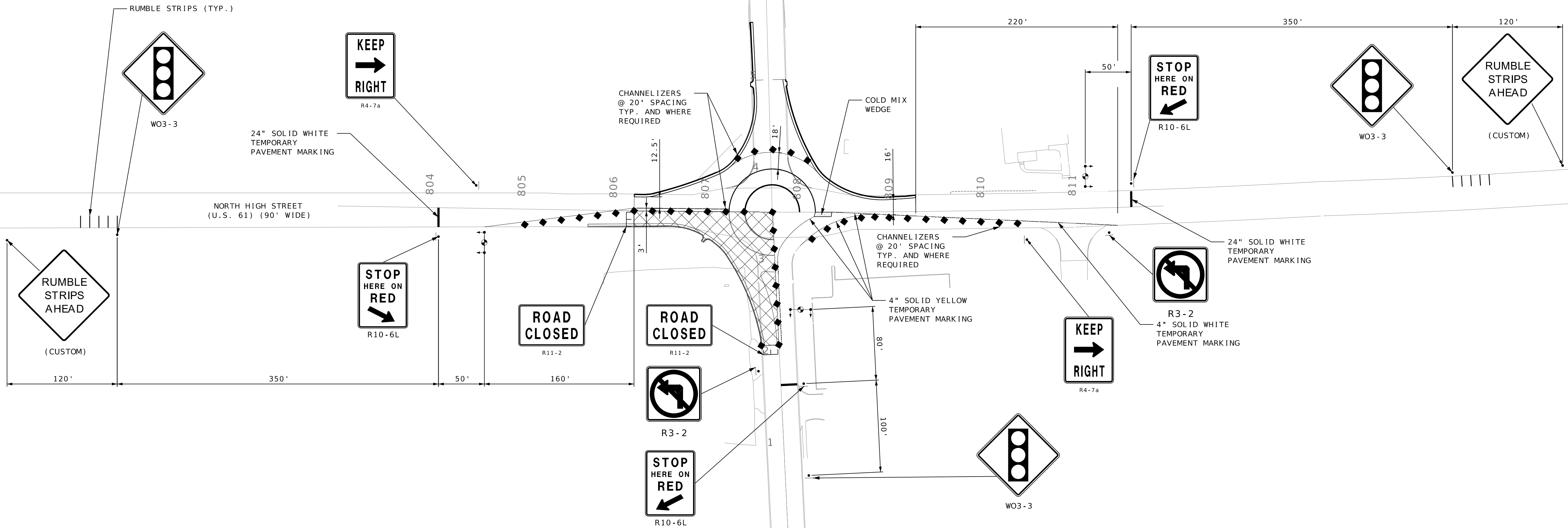
  
399 S SPRING AVE., SUITE 208B  
SAINT LOUIS, MISSOURI 63110  
P (314) 621-3395, F (314) 621-3288  
WWW.LOCHMULLERGROUP.COM  
MISSOURI STATE ENGINEERING CORPORATION  
CERTIFICATE/LICENSE NO. 2002011852

  
Allen & Hoshall  
engineers-architects-surveyors

US-61 &  
DEERWOOD DRIVE  
MAINTENANCE OF  
TRAFFIC PLANS  
STAGE 1



- NOTES:
- 1. SIGNS SHALL BE SPACED AT 500', UNLESS OTHERWISE NOTED.
  - 2. SPACING MAY BE ADJUSTED, WITH APPROVAL OF THE ENGINEER, TO AVOID CONFLICTS.
  - 3. COMPLETELY COVER OR REMOVE ALL EXISTING SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL SIGNING.
  - 4. SIGNS SHALL BE COVERED OR REMOVED WHEN NOT IN USE.
  - 5. SIGNS SHOWN SHALL NOT BE MOVED FOR THE DURATION OF THE PROJECT, UNLESS OTHERWISE NOTED.
  - 6. ALL PAVEMENT MARKING DESIGNATED FOR REMOVAL, REGARDLESS OF THE TYPE OF EXISTING MARKING, SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER WITH MINIMAL DAMAGE TO THE PAVEMENT. NO MORE THAN FIVE PERCENT OF THE EXISTING MARKING SHALL REMAIN UPON COMPLETION OF THE WORK. THE PAVEMENT SURFACE SHALL NOT BE LEFT SCARRED TO SUCH AN EXTENT THAT, IN THE OPINION OF THE ENGINEER, THE OBLITERATED AREA IS MISLEADING TO MOTORISTS. ANY EXCESS DAMAGE OR SCARRING OF THE PAVEMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  - 7. BARRELS SHALL BE USED ALONG ALL OPEN EXCAVATIONS.
  - 8. OBLITERATE AND REMOVE ANY EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH TEMPORARY TRAFFIC CONTROL.



DRAFT

TRAFFIC CONTROL LEGEND

- WORK AREA
- SIGN
- CHANNELIZER
- S.W. - SOLID WHITE MARKING TAPE
- TYPE 1 BARRICADE
- TYPE 3 BARRICADE
- PORTABLE TRAFFIC SIGNAL (PTS)
- ROUNDABOUT ELEMENTS ALREADY CONSTRUCTED IN PREVIOUS STAGE
- TEMPORARY LONG TERM RUMBLE STRIPS

DRAFT

DATE PREPARED  
03/27/2025

ROUTE  
US 61

DISTRICT  
SE

STATE  
MO

SHEET NO.  
13

COUNTY  
CAPE GIRARDEAU

JOB NO.  
JSE0048

CONTRACT ID.

PROJECT NO.  
STP-3005(003)

BRIDGE NO.

DATE	DESCRIPTION

CITY OF JACKSON  
101 COURT STREET  
JACKSON, MO 63755  
(573)-243-3568

399 S SPRING AVE., SUITE 208B  
SAINT LOUIS, MISSOURI 63110  
P (314) 621-3395, F (314) 621-3288  
WWW.LOCHMULLERGROUP.COM  
MISSOURI STATE LICENSE NO. 2002011852

engineers-architects-surveyors

US-61 & DEERWOOD DRIVE

MAINTENANCE OF TRAFFIC PLANS  
STAGE 2

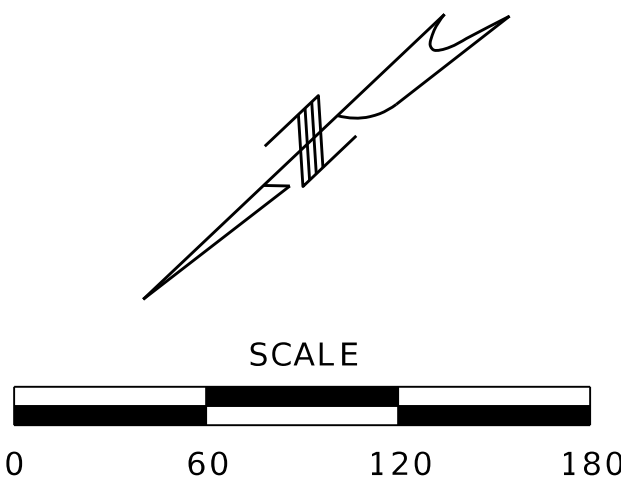
2 OF 5

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

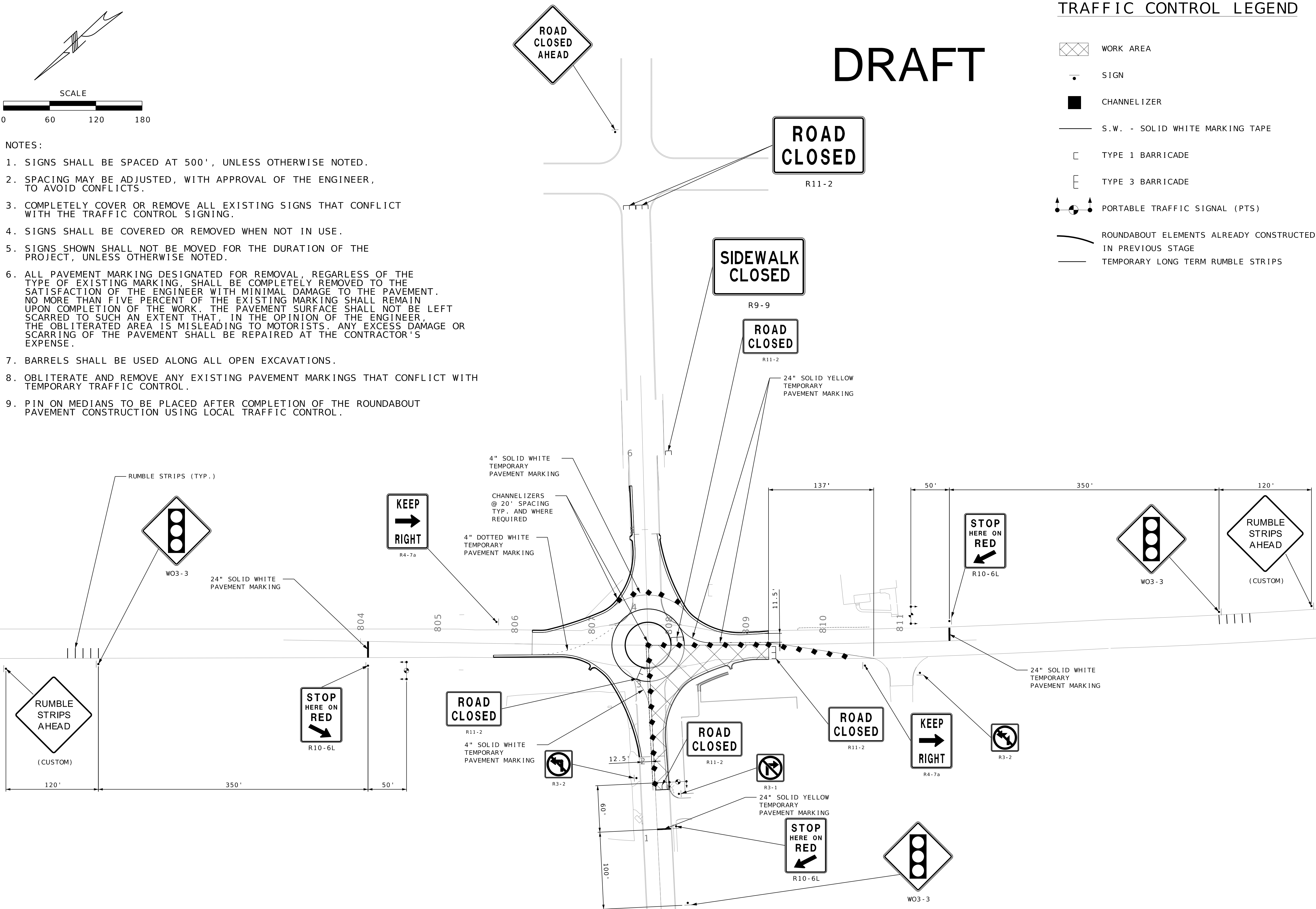
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164





- NOTES:
1. SIGNS SHALL BE SPACED AT 500', UNLESS OTHERWISE NOTED.
  2. SPACING MAY BE ADJUSTED, WITH APPROVAL OF THE ENGINEER, TO AVOID CONFLICTS.
  3. COMPLETELY COVER OR REMOVE ALL EXISTING SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL SIGNING.
  4. SIGNS SHALL BE COVERED OR REMOVED WHEN NOT IN USE.
  5. SIGNS SHOWN SHALL NOT BE MOVED FOR THE DURATION OF THE PROJECT, UNLESS OTHERWISE NOTED.
  6. ALL PAVEMENT MARKING DESIGNATED FOR REMOVAL, REGARDLESS OF THE TYPE OF EXISTING MARKING, SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER WITH MINIMAL DAMAGE TO THE PAVEMENT. NO MORE THAN FIVE PERCENT OF THE EXISTING MARKING SHALL REMAIN UPON COMPLETION OF THE WORK. THE PAVEMENT SURFACE SHALL NOT BE LEFT SCARRED TO SUCH AN EXTENT THAT, IN THE OPINION OF THE ENGINEER, THE OBLITERATED AREA IS MISLEADING TO MOTORISTS. ANY EXCESS DAMAGE OR SCARRING OF THE PAVEMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  7. BARRELS SHALL BE USED ALONG ALL OPEN EXCAVATIONS.
  8. OBLITERATE AND REMOVE ANY EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH TEMPORARY TRAFFIC CONTROL.
  9. PIN ON MEDIANS TO BE PLACED AFTER COMPLETION OF THE ROUNDABOUT PAVEMENT CONSTRUCTION USING LOCAL TRAFFIC CONTROL.



TRAFFIC CONTROL LEGEND

- WORK AREA
- SIGN
- CHANNELIZER
- S.W. - SOLID WHITE MARKING TAPE
- TYPE 1 BARRICADE
- TYPE 3 BARRICADE
- PORTABLE TRAFFIC SIGNAL (PTS)
- ROUNDABOUT ELEMENTS ALREADY CONSTRUCTED IN PREVIOUS STAGE
- TEMPORARY LONG TERM RUMBLE STRIPS

DRAFT

DATE PREPARED  
03/27/2025

ROUTE  
US 61

DISTRICT  
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MO

SHEET NO.  
13

COUNTY  
CAPE GIRARDEAU

JOB NO.  
JSE0048

CONTRACT ID.

PROJECT NO.  
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engineers-architects-surveyors

US-61 &  
DEERWOOD DRIVE

REV.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



## PUBLIC WORKS MEMORANDUM

# City of Jackson

---

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** December 11, 2025

**RE:** Change Order #2 – East Main Sidewalk Project

---

Attached you will find Change Order #2 for final quantities on the East Main Sidewalk project. The overrun of \$30,616.24 and underrun of \$19-151.00 totals to a net increase in the contract price of \$11,465.24.

There will be a Change Order #3 to extend the contract end date by the few extra days that were needed to complete the project.

CHANGE ORDER No. 2

CONTRACTOR: Lappe Cement Finishing

PROJECT NAME: East Main St Pedestrian Walkway

LPA: City of Jackson

PROJECT NO.: TAP-3000(009)

The Contractor is hereby directed to make the following changes from the contract:

1. DESCRIPTION AND REASON FOR CHANGE:									
See attached sheet for reasons.									
2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.									
EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
0010		Clearing and Grubbing	1.00	1.13	0.13	ACRE	\$12,000.00	\$1,560.00	
0060		Type 5 Aggregate for Base (6 In. Thick)	430.00	545.10	115.10	SY	\$10.00	\$1,151.00	
0080		Concrete Curb Ramp	91.00	91.50	0.50	SY	\$140.00	\$70.00	
0090		Truncated Domes	161.00	152.00	9.00	SF	\$34.00		\$306.00
0110		Paved Approach, 7 IN	71.90	245.10	173.20	SY	\$95.70	\$16,575.24	
0120		Concrete Sidewalk, 4 IN	1075.30	1073.20	2.10	SY	\$78.00		\$163.80
0130		Rock Lining	1.00	11.00	10.00	CY	\$410.00	\$4,100.00	
0180		18 IN Pipe Group A	36.00	0.00	36.00	LF	\$94.00		\$3,384.00
0210		18 IN Group A FES	1.00	0.00	1.00	EACH	\$1,410.00		\$1,410.00
0310		Class B-1 Concrete	181.80	167.90	13.90	CY	\$788.00		\$10,953.20
0320		Reinforcing Steel	12310.00	11658.00	652.00	LBS	\$4.50		\$2,934.00
0500		24 IN Pipe Group A	0.00	40.00	40.00	LF	\$118.00	\$4,720.00	
0501		24 IN Group A FES	0.00	1.00	1.00	EACH	\$2,440.00	\$2,440.00	
TOTALS:								\$30,616.24	\$19,151.00
3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED: N/A									
4 COMMENTS:									
5 COST ADJUSTMENTS TO THE CONTRACT:									
1. CONTRACT AMOUNT 2. OVERRUN THIS ORDER 3. OVERRUN PREVIOUS 4. UNDERRUN THIS ORDER 5. UNDERRUN PREVIOUS 6. PROJECT TOTAL									
				\$503,307.47					
			\$30,616.24						
			\$19,151.00						
				\$514,772.71					
THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:									
				Randy Lappe Digitally signed by Randy Lappe Date: 2025.12.12 10:31:00 -06'00' 12/12/2025					
APPROVED: (OWNER) DATE				APPROVED: (CONTRACTOR) DATE Digitally signed by Brian Holt DN: C=US, E=bholt@bfwengineers.com, CN=Brian Holt Date: 2025.12.12 10:38:08-06'00'					
APPROVED : MODOT DATE				APPROVED: (CONSTRUCTION ENGINEER) DATE					

**CHANGE ORDER No. 2**CONTRACTOR: Lappe Cement FinishingLPA: City of JacksonPROJECT NAME: East Main St Pedestrian WalkwayPROJECT NO.: TAP-3000(009)**Line No. 0010 Clearing and Grubbing**

Additional trees and stumps had to be removed for the construction of slopes from Sta 24+76 to Sta 25+20.

**Line No. 0060 Type 5 Aggregate for Base (6 In. Thick)**

The original plan quantities for paved approaches did not provide enough quantity of aggregate base for the area of paved approaches to be constructed.

**Line No. 0080 Concrete Curb Ramp**

Less concrete curb ramp was required than originally estimated in the plans. Final quantity was field measured.

**Line No. 0090 Truncated Domes**

Less truncated domes were required than originally estimated in the plans. Final quantity was field measured.

**Line No. 0110 Paved Approach, 7 IN**

The original plan quantities for paved approaches did not provide enough quantity of paved approaches for the areas to be constructed. In addition, there are three existing entrances, Sta 23+22.5, 26+96, and 31+20, that were not set up in the plans to use Paved Approach, 7 in. instead of Concrete Sidewalk 4 in. The thicker pavement option is needed to provide proper structure for vehicle traffic. Final quantity was field measured.

**Line No. 0120 Concrete Sidewalk, 4 IN**

Less 4" sidewalk was required than originally estimated in the plans. Final quantity was field measured.

**Line No. 0130 Rock Lining**

While excavating for the retaining wall fill section from Sta 26+00 to 26+60, a water line was encountered that prevented the installation of the retaining wall footing. The retaining wall was eliminated and replaced with soil slopes from the edge of sidewalk to the right of way line. This change resulted in fill material being placed around the inlet of an existing crossroad culvert at Sta 26+00. Rock lining was placed on the slope around the pipe inlet to properly protect the slopes from eroding.

**Line No. 0180 18 IN Pipe Group A**

When excavation started for the proposed manholes at Sta 11+93 and Sta 12+09, it was discovered that the existing crossroad culvert was a 24 inch pipe instead of 18 inches as shown in the original plans. The new 18 inch pipe provided in the plans was replaced with 24 inch pipe to match the existing pipe to maintain the same volume of flow. This also changes the 18 inch flared end section to 24 inches. This change also resulted in additional time and labor to excavate and install the larger pipe.

**Line No. 0210 18 IN Group A FES**

See reason for Line No. 0180

**Line No. 0310 Class B-1 Concrete**

While excavating for the retaining wall fill section from Sta 26+00 to 26+60, a water line was encountered that prevented the installation of the retaining wall footing. The retaining wall was eliminated and replaced with soil slopes from the edge of sidewalk to the right of way line.

**Line No. 0320 Reinforcing Steel**

While excavating for the retaining wall fill section from Sta 26+00 to 26+60, a water line was encountered that prevented the installation of the retaining wall footing. The retaining wall was eliminated and replaced with soil slopes from the edge of sidewalk to the right of way line.

**Line No. 500 24 IN Pipe Group A**

See reason for Line No. 0180


**Line No. 501 24 IN Group A FES**

See reason for Line No. 0180



# MEMO

**To:** Mayor Dwain Hahs and Members of the Board of Aldermen

**From:** Rodney Bollinger, Director of Administrative Services 

**Date:** December 9, 2025

**Re:** Disposal of Stockpiled Brush Program

---

Back in July 2024, our contract with Herzog Excavating & Demolition, LLC, of Perryville, Missouri, was extended by the Mayor and Board of Aldermen to allow for the contractor to continue work on the Disposal of Stockpiled Brush Program through the end of 2025. The City's stockpiled brush is stored on the tract located behind Mondri on N. High St. (Highway 61) in the Jackson North Industrial Park.

Since disposing of last Summer's pile of brush under Change Orders 7 & 8, more piles of brush and leaves quickly accumulated over the Fall and Winter seasons. This proposal is an additional fee to remove the newest brush from the site.

With the contractor's good history of working with the City of Jackson on this program and reasonable fee for this additional work, I recommend to the Board of Aldermen that Change Order 9 be accepted.





# City of Jackson

## CHANGE ORDER

PROGRAM: Disposal of Stockpiled Brush

DATE OF ISSUANCE: December 15, 2025

CHANGE ORDER NO.: 9

OWNER: City of Jackson – 101 Court Street, Jackson, Missouri 63755

CONTRACTOR: Herzog Excavating & Demolition, LLC – 24 Green Meadows Ln., Perryville, Missouri 63775

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

This is an additional cost for the contractor remove a new pile of brush from the site accumulated between August 1 and December 9, 2025.

☐ See Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$28,600.00	Original Contract End Date: December 31, 2023
Previous Change Orders: \$105,900.00	Net Change from Previous Change Orders: 0 days
Contract Price prior to this Change Order: \$134,500	Contract End Date prior to this Change Order: December 31, 2025
Net Increase (Decrease) of this Change Order: \$16,500.00	Net Increase (Decrease) of this Change Order: 0 days
Contract Price with all approved Change Orders: \$151,000.00	Contract End Date with all approve Change Orders: December 31, 2025

Recommended By: \_\_\_\_\_

Director of Administrative Services

Date

Approved By: \_\_\_\_\_

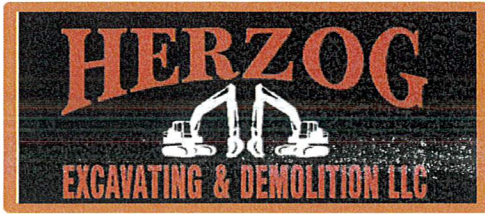
Mayor, City of Jackson

Date

Accepted By: \_\_\_\_\_

Authorized Representative  
of the Contractor

Date



Herzog Excavating & Demolition LLC  
 24 Green Meadows Ln.  
 Perryville, Missouri 63775  
 herzogexcavatingdemolition@gmail.com  
 (573) 768-1398

# Estimate

Submitted on 12/08/2025

## Estimate for

City of Jackson  
 101 Court Street  
 Jackson, Missouri 63755

## Project

Disposal of Stockpiled Brush Program  
 December 2025

## Estimate Expiration

30 Days

## Description

## Total price

Remove and dispose of brush, wood chippings,  
 grass clippings

\$16,500.00

Brush pile is roughly half size as last brush pile from June

Subtotal \$16,500.00

Notes: *Thank you for your business!*

**Total \$16,500.00**



## PUBLIC WORKS MEMORANDUM

# City of Jackson

---

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** November 20, 2025

**RE:** GIS Services Contract with Alliance Water Resources, Inc.

---

Attached is a written request from Alliance Water Resources, Inc. to extend the existing 2024 GIS Services contract for an additional year. Per the contract terms, it can be renewed annually up to two additional years upon Board approval of a written request.

I recommend this contract be renewed for 2026. Alliance is providing us excellent GIS services through an Alliance employee stationed in our offices 20-30 hours per week.

A copy of the existing contract can be provided upon request.





September 24, 2025

Mrs. Janet Sanders  
Public Works Director  
101 Court St.  
Jackson, MO 63755  
jsanders@jacksonmo.org

Re: 2026 GIS Contract Services

Dear Mrs. Sanders:

Alliance Water Resources, Inc. proposes renewing the existing contract for GIS Services for the 2026 fiscal year. During the year, Alliance will continue to provide GIS services at a cost of \$60 per hour at 20-30 hours per week; this is the same price and schedule as the current arrangement.

We believe this has been a successful partnership and in our first four months, we have made notable progress on easements, ArcGIS Online, and the development of an organized geodatabase. We are prepared to provide GPS training to City employees and poised to take on any other GIS projects the City deems a priority in 2026.

Thank you for the opportunity to continue to provide service for the City. If you need any other information, I can be reached at 573-576-0987 or ebogenpohl@alliancewater.com.

Sincerely,

A handwritten signature in black ink that reads "Erica Bogenpohl".

Erica Bogenpohl, PE  
Senior Operations Manager

cc: Joshua Duncan, Director of Operations

# MEMO



**TO:** Mayor Hahs and Members of the Board

**FROM:** Larry Miller, Building & Planning Manager

**DATE:** December 11, 2025

**SUBJECT:** Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to privacy fences and buffer areas in I-1 Light Industrial and I-2 Heavy Industrial Districts.

---

This summarizes amendments to the City Code regarding privacy fences and buffer requirements in the I-1 Light Industrial and I-2 Heavy Industrial districts. The definition of a privacy fence has been updated to include a minimum height, ensuring fences are solid, sight-obscuring, and provide effective visual screening.

Buffer requirements have been strengthened where industrial properties border residential districts. A fifty-foot permanently landscaped buffer is now required along all shared property lines. Screening may consist of landscaping, a privacy fence or wall, or a combination of both, providing year-round opacity to a minimum height of eight feet. Landscaping must include shrubs and evergreen or screening trees that achieve full opacity from the ground up. Privacy fences must be solid, opaque, and at least eight feet tall. Full opacity must be completed at installation or within twenty-four months.

To maintain the buffer's function, all fencing and plantings must be maintained, with dead or damaged materials replaced within ninety days.

Where unique site conditions prevent strict compliance, the Building and Planning Manager may approve an alternative screening plan that meets or exceeds the required screening performance.

Finally, subsection (8) of Section 65-3 has been deleted to remove redundant language.

These amendments clarify screening standards, protect residential areas, and provide flexibility for unique site conditions.

This request will be considered and voted on at the regular session on January 20, 2025, following the public hearing. The amendment must be approved by a majority vote of the Board (5 of 8 Aldermen in favor).



# City of Jackson

---

**TO:** Mayor and Board of Aldermen

**FROM:** Liza Walker, Assistant City Administrator

**DATE:** December 10, 2025

**RE:** Clean Slate Contract Amendment

---

The Police Department currently has a contract with Clean Slate Cleaning Service that runs through May 20, 2027. Additional facilities, including the Civic Center, City Hall, and Fire Station Nos. 1 & 2, are interested in adding cleaning services beginning January 1, 2026. The costs of these services have been included in the proposed budget for 2026 and are listed in the addendum.

If you have any questions, please do not hesitate to reach out.

## ADDENDUM TO CONTRACT AGREEMENT

This Addendum (the "Addendum") is entered into this 15<sup>th</sup> day of December, 2025, by and between the CITY OF JACKSON, MISSOURI, a municipal corporation ("City"), and CLEAN SLATE CLEANING SERVICE, LLC ("Contractor").

### RECITALS

**WHEREAS**, the City and the Contractor entered into a Contract Agreement dated May 20, 2024 (the "Original Contract"), for the provision of janitorial services at the Police Station located at 202 West Jackson Boulevard, Jackson, Missouri, under the Police Station Janitorial Services Program;

**WHEREAS**, the City desires to amend the Original Contract to include additional locations for janitorial services, with specified frequencies, rates, and inclusions/exclusions for cleaning supplies;

**WHEREAS**, the additional services shall be provided in accordance with the specifications, terms, and conditions of the Original Contract, except as expressly modified herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### AGREEMENT

1. **Additional Locations and Services.** The Original Contract is hereby amended to include the following additional locations and janitorial services:
  - a. **City Hall:** Two (2) cleans per week at a rate of One Thousand Seven Hundred Dollars and No Cents (\$1,700.00) per month, including cleaning supplies.
  - b. **Civic Center:** Three (3) cleans per week at a rate of One Thousand Four Hundred Forty Dollars and No Cents (\$1,440.00) per month, excluding cleaning supplies.
  - c. **Fire Station No. 1:** One (1) clean per week to the area located upstairs at a rate of Three Hundred Thirty Dollars and No Cents (\$330.00) per month, including cleaning supplies and one (1) clean per month at a rate of Three Hundred Ten Dollars and No Cents (\$310.00) per month, including cleaning supplies, to the remaining areas.
  - d. **Fire Station No. 2:** One (1) clean per month at a rate of Two Hundred Twenty Dollars and No Cents (\$220.00) per month, including cleaning supplies.
2. **Term.** The additional services described in Section 1 above shall commence on January 1, 2026, and shall terminate on May 20, 2027, with an option to extend subject to the term and renewal provisions of the Original Contract.

3. **Payment.** The City shall pay the Contractor for the additional services in accordance with the rates specified in Section 1, subject to the payment terms, additions, and deductions as provided in the Original Contract. Payments shall be made on a weekly basis or as otherwise agreed upon in writing by the parties.
4. **Incorporation of Original Contract.** Except as expressly modified by this Addendum, all terms, conditions, specifications, and provisions of the Original Contract, including but not limited to the Contract Documents, Program Schedule, and any exhibits or attachments thereto, shall remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between the terms of this Addendum and the Original Contract, the terms of this Addendum shall prevail.
5. **Entire Agreement.** This Addendum, together with the Original Contract, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or written.
6. **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

**CITY:**

CITY OF JACKSON, MISSOURI

By: \_\_\_\_\_  
Dwain L. Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk


**CONTRACTOR:**

CLEAN SLATE CLEANING SERVICE, LLC

By: \_\_\_\_\_  
Megan Chapman, Owner



# MEMO

**To:** Mayor Dwain Hahs and Members of the Board of Aldermen  
**From:** Rodney Bollinger, Director of Administrative Services   
**Date:** December 9, 2025  
**Re:** License Agreement for City Mural

---

This item proposes an action renewing another one-year agreement with McQuade Enterprises, LLC, relative to the maintenance of the City's mural on East Main Street. The City has continued to retain this license agreement with the building owner since 2012.

Originally designed by Grant Lund and painted by Matt Chubbey in 1996, the Jackson Mural is 41' x 15' in size and located on the north face of the building addressed as 100 S. High St.

Please contact me should you have any questions regarding this item.

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MCQUADE ENTERPRISES, LLC*, RELATIVE TO THE *CITY MURAL ON EAST MAIN STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a license agreement attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **McQuade Enterprises, LLC**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

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

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached agreement.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 15, 2025.

SECOND READING: December 15, 2025.

PASSED AND APPROVED this 15th day of December, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this 8<sup>th</sup> day of December, 2025, by and between **MCQUADE ENTERPRISES, LLC**, a Missouri limited liability company, hereinafter referred to as **Licensor**, and **CITY OF JACKSON, MISSOURI**, a municipal corporation, hereinafter referred to as **Licensee**,  
**WITNESSETH:**

**WHEREAS**, in consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows:

1. Licensor hereby grants Licensee a license to maintain and repair a mural located on the exterior of the north wall of the real property situated in the County of Cape Girardeau, State of Missouri, and described as follows, to-wit:

Part of Lot Four (4) in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat filed in Plat Book 1 at Page 21, being on the Northwest corner of said Lot, fronting 53 feet on High Street by 123 ½ feet on Main Street, and in the form of a parallelogram; as conveyed and being the same property in a Deed from J. L. Hinkle and J. W. Williams to the Hinkle-Williams Mercantile Company, recorded April 3, 1899, in Book 34 at Page 291. Subject to building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

2. The Licensee, its agents, or employees may work on the north wall of the above-described property solely for purposes of maintaining and repairing the mural situated on said property during the period beginning January 1, 2026, and continuing until December 31, 2026.

3. Licensor, its agents and employees, shall not alter, cover, or obscure the mural on said property during the duration of this Agreement except in times where it is required for repairs or improvements to the building.



4. Any changes or additions, not including maintenance or repairs, to the mural by Licensee, its agents, or employees shall be completed only with the written approval of the Licensor, which shall not be unreasonably withheld by Licensor.

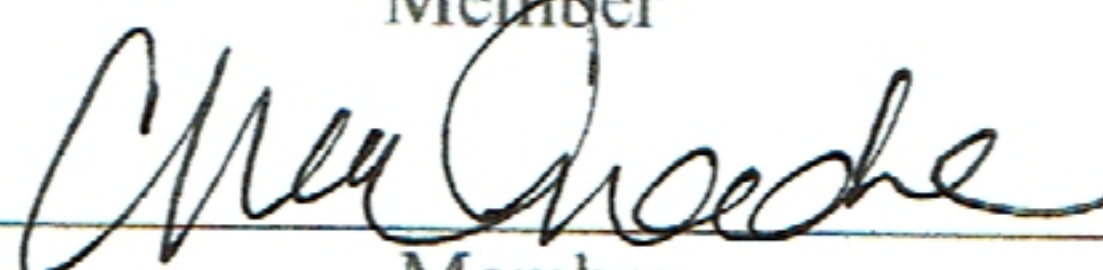
5. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**LICENSOR:**

MCQUADE ENTERPRISES, LLC

By:   
Member

By:   
Member

**LICENSEE:**

CITY OF JACKSON, MISSOURI

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



STATE OF MISSOURI

)

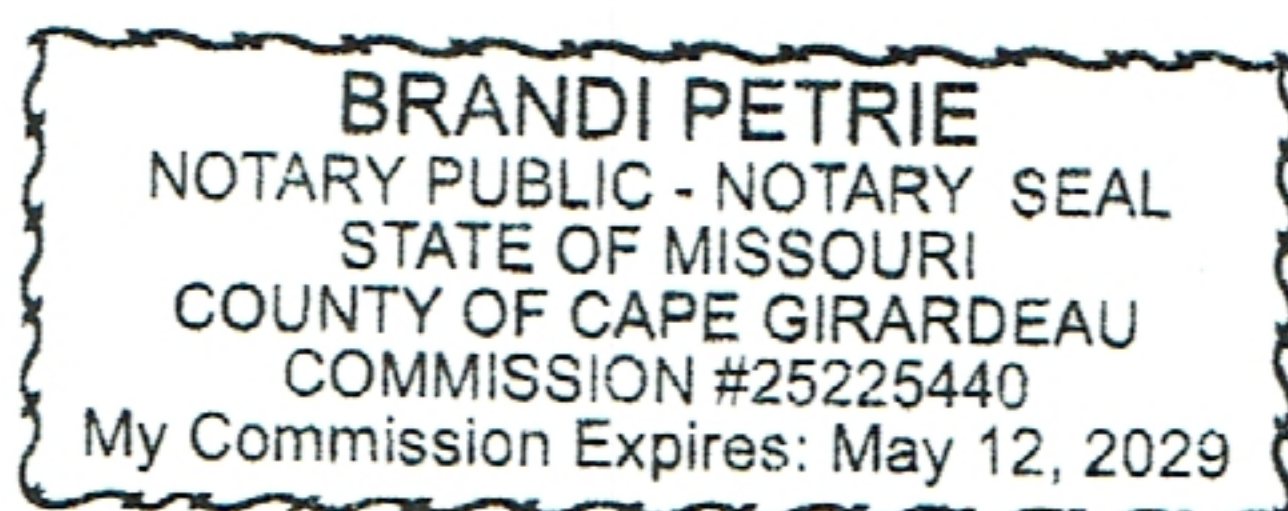
) ss.

COUNTY OF CAPE GIRARDEAU

)

On this 8<sup>th</sup> day of December, 2025, before me personally appeared Micky McQuade and Courtney McQuade, to me known to be the persons who executed the within document as members of McQuade Enterprises, LLC, a Missouri limited liability company, and are authorized by the Operating Agreement of said limited liability company to execute the within document on behalf of said limited liability company, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.



Brandi Petrie, Notary Public

State of Missouri

County of Cape Girardeau

My term expires: May 12, 2029

STATE OF MISSOURI

)

) ss.

COUNTY OF CAPE GIRARDEAU

)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Dwain Hahs, to me known, who, being by me first duly sworn, did say that he is the Mayor of the City of Jackson, Missouri, a municipal corporation of the State of Missouri, and the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen and said Dwain Hahs acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

\_\_\_\_\_, Notary Public

State of Missouri

County of Cape Girardeau

My term expires: \_\_\_\_\_





## PUBLIC WORKS MEMORANDUM

# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** December 10, 2025

**RE:** Grandview Acres Sewer District – Outstanding Tax Bills

In the mid-1990s, residents of Grandview Acres Subdivision on South Hope Street (Hwy. 25) petitioned for installation of sewers for their subdivision. This sewer project was set up as a sewer district with all property owners being assessed a portion of the cost based on the acreage of their property. The sewers were then constructed and in 2000, tax bills were filed with the Cape Girardeau County Recorder of Deeds for all properties who still owed a portion of that sewer district design and installation.

Tax bills for properties which chose not to connect, or which were outside the city limits were not to become due until they either connected (if already in the city) or annexed.

Approval of this ordinance will freeze interest, and the interest will no longer accrue beyond December 15, 2025.

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE CAPPING THE ACCRUAL OF INTEREST ON SPECIAL ASSESSMENT TAX BILLS ISSUED FOR THE GRANDVIEW ACRES SANITARY SEWER IMPROVEMENT DISTRICT 2R IN THE CITY OF JACKSON, MISSOURI.**

**WHEREAS**, the City of Jackson, Missouri established the Grandview Acres Sanitary Sewer Improvement District 2R by Ordinance No. 3672, passed and approved on November 3, 1997, authorizing the construction of a sanitary sewer system in said district pursuant to Chapter 88 of the Revised Statutes of Missouri, as amended; and

**WHEREAS**, the City levied special assessments against the lots and tracts of land within said District 2R and authorized the issuance of special assessment tax bills therefor by Ordinance No. 3844, passed and approved on June 7, 1999, with said tax bills bearing interest at the rate of 5.51% per annum from and after 60 days of the date of issue, all as authorized by Section 88.812 of the Revised Statutes of Missouri; and

**WHEREAS**, more than 25 years have elapsed since the issuance of said special assessment tax bills, and the continued accrual of interest thereon has become a detriment to the further development of the remaining lots and tracts within District 2R and to the potential annexation of the land into the City; and

**WHEREAS**, the Board of Aldermen has determined that it is in the best interest of the City, its citizens, and the promotion of orderly development and annexation to cap the accrual of interest on said special assessment tax bills to the amount accrued as of December 15, 2025, without forgiving or reducing any principal or interest accrued up to that date and without providing a refund to anyone who has paid interest prior to that date.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That the accrual of interest on all special assessment tax bills issued pursuant to Ordinance No. 3844 for the Grandview Acres Sanitary Sewer Improvement District 2R and subdistricts 2R1, 2R2, 2R3, and 2R4 shall cease and be capped at the amount of interest accrued as of December 15, 2025. No further interest shall accrue on said tax bills after said date without forgiving or reducing any principal or interest accrued up to that date and without providing a refund for interest paid up to that date.

Section 2. That the City Clerk is hereby authorized and directed to adjust the records of said special assessment tax bills to reflect the cap on interest accrual as provided in Section 1 hereof, and to record a copy of this Ordinance with the Recorder of Deeds, Cape Girardeau County, Missouri.

Section 3. That all provisions of Ordinance No. 3672 and Ordinance No. 3844 not in conflict with this Ordinance shall remain in full force and effect, including but not limited to the principal amounts assessed, the liens created, and the procedures for payment, assignment, and enforcement of said tax bills.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 15, 2025.

SECOND READING: December 15, 2025.

PASSED AND APPROVED this 15th day of December, 2025, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_  
nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk